

**STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION**

Student v. Greenwich Board of Education

Appearing on behalf of the Parent:

Attorney Nora A. Belanger
Law Office of Nora A. Belanger
10 Wall Street
Norwalk, CT 06850

Appearing on behalf of the Board:

Attorney Abby R. Wadler
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

Appearing before:

Attorney Janis C. Jerman, Hearing Officer

FINAL DECISION AND ORDER

A special education hearing in the above-captioned matter was requested by the Student via letter dated August 20, 2009. It was received by the Board of Education on August 26, 2009. Therefore, the 30-day resolution period ran through September 25, 2009. The original deadline for mailing the final decision and order was November 7, 2009. A pre-hearing conference was held on September 18, 2009. Attorney Belanger appeared on behalf of the Student and Attorney Wadler appeared on behalf of the Board of Education.

The following issues were identified:

1. Did the Board of Education provide a free appropriate public education to Student during the 2007-08 school year?
2. Did the Board of Education provide a free appropriate public education to Student during the 2008 extended school year?
3. Did the Board of Education provide a free appropriate public education to Student during the 2008-09 school year?
4. Did the Board of Education provide a free appropriate public education to Student during the 2009 extended school year?
5. Did the Board of Education propose a free appropriate public education to Student for the 2009-10 school year?
6. Did the Board of Education fail to timely find the Student eligible for special education services?
7. Did the Board of Education fail to schedule a PPT at the Parent's request?
8. Did the Board of Education allow the Parent to be equal members of the IEP team process?

9. Did the Board of Education properly address private evaluations provided by the Parents?
10. Are the Parents entitled to reimbursement from the Board of Education for private tutoring, evaluations, and/or outplacement at Windward School including related services and transportation for the 2008-09 school year?
11. Must the Board of Education provide outplacement at Windward School including related services and transportation for the 2009-10 school year?
12. Is Student entitled to compensatory education for an additional year at Windward School?

Via letter dated September 21, 2009, the Student requested a 30-day extension of the mailing date to permit the parties to participate in mediation. The request was granted and the mailing date extended until December 7, 2009.

The parties participated in mediation on November 4, 2009. Via letter dated November 6, 2009, the Student indicated that the parties reached a settlement agreement and that the request for hearing is withdrawn with prejudice.

FINAL DECISION AND ORDER

In light of the above facts, the above-captioned case is hereby dismissed with prejudice.