

**STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION**

**Student v. Norwich Board of Education**

**On behalf of the Parents:**

**Attorney Andrew A. Feinstein  
Attorney at Law, LLC  
86 Dennison Avenue  
Mystic, CT 06355**

**On behalf of the Board of Education:**

**Attorney Peter J. Murphy  
Shipman & Goodwin, LLP  
One Constitution Plaza  
Hartford, CT 06103-1919**

**And**

**Attorney Andreanna R. Bellach  
Shipman & Goodwin, LLP  
300 Atlantic Street  
Stamford, CT 06906-3522**

**Hearing Officer:**

**Stacy M. Owens, Esq.**

**FINAL DECISION AND ORDER**

**ISSUE**

1. Whether the Student was offered a free and appropriate public education for the 2008-2009 school year; and, if not,
2. Whether Foundation School is an appropriate placement of the Student

**SUMMARY/PROCEDURAL HISTORY**

By letter dated October 22, 2008, the Parent filed a request for hearing. (H.O. Exh. 1)

On October 23, 2008, the undersigned was appointed as hearing officer to preside over the hearing, rule on all motions, determine findings of fact and conclusions of law, and issue an order. (H.O. Exh. 2)

On October 30, 2008, the Greenwich Board of Education (“the Board”) received a revised request for hearing from the Parent. (H.O. Exh. 3)

A prehearing conference convened on November 7, 2008. (H.O. Exh. 4) During the prehearing conference, Attorney Andrew A. Feinstein appeared on behalf of the Parent; Attorney Peter J. Murphy appeared on behalf of the Board. The issues were confirmed and the hearing was scheduled for December 18 and 23, 2008, and January 8, 2009. (H.O. Exh. 5)

On November 17, 2008, the Parties requested a postponement of the hearing and extension of the deadline to engage in mediation. (H.O. Exh. 6). The request was granted and the hearing was rescheduled for January 8, 28, and 29, 2009. (H.O. Exh. 7)

On December 17, 2008, the parties engaged in mediation. (H.O. Exh. 8) The parties resolved some of the issues through mediation, but two issues remained, as stated above. (H.O. Exh. 9).

On January 7, 2009, Attorney Feinstein indicated that the parties reached a “comprehensive agreement” and submitted a written withdrawal of the Parent’s request for due process without prejudice. (H.O. Exh. 10)

#### **FINAL DECISION AND ORDER**

As such, and based on the foregoing this matter is **dismissed without prejudice.**