

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

Student v. Greenwich Board of Education

Appearing on behalf of the Parent: Attorney Andrew A. Feinstein
Attorney At Law LLC
86 Denison Avenue
Mystic, CT 06355

Appearing on behalf of the Board: Attorney Abby R. Wadler
Assistant Town Attorney
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 June 26, 2009 and received by the Board of Education on June 29, 2009. The 30-day resolution period ran through July 29, 2009. The deadline for mailing the final decision and order is September 12, 2009.

A pre-hearing conference was held on July 15, 2009. Attorney Andrew Feinstein appeared on behalf of the Student and Attorney Abby Wadler appeared on behalf of the Board of Education. At the pre-hearing conference, the following issues were identified:

1. Whether the June 8, 2009 IEP offered by the Board of Education will provide a free appropriate public education for the Student in the 2009-10 school year?
2. If the answer to issue one above is no, will the Winston Preparatory School offer the Student a free appropriate public education for the 2009-10 school year?
3. If the answer to question two above is yes, should the Board of Education reimburse the Parents for the cost of Student's placement at and transportation to Winston Preparatory School?

The matter was scheduled for hearing on August 13, 2009, and August 20, 2009. On August 4, 2009, Attorney Feinstein requested that the August 13, 2009 hearing be cancelled. He represented that the parties were continuing to engage in settlement discussions and had narrowed their differences and

that the Board's special education director was on vacation, making it difficult to complete negotiations. The request was granted and the matter scheduled to convene on August 20, 2009.

Via e-mail dated August 14, 2009, Attorney Feinstein indicated that the parties had reached an agreement and that the agreement was "out for signature" and requested that the August 20, 2009 hearing be cancelled.

FINAL DECISION AND ORDER

In light of the above facts, the above-captioned case is hereby dismissed without prejudice.