

**STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION**

Student v. Granby Board of Education

Appearing on behalf of the Parents:

Attorney Richard T. Roznoy
P.O. Box 210
East Granby, CT 06026

Appearing on behalf of the Board of Education:

Attorney Michael P. McKeon
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646 Prospect Avenue
Hartford, CT 06105-4286

Appearing before: Attorney Mary H.B. Gelfman, Hearing Officer

FINAL DECISION AND ORDER

ISSUES:

1. Is the Individualized Education Program (IEP) proposed by the Planning and Placement Team (PPT), including Resource Room services, appropriate to Student's special education needs in the least restrictive environment?
2. If not, does Student require extensive one-on-one tutoring, as recommended by an independent evaluator?
3. Is the Board responsible for funding the independent evaluation and the technology evaluation secured by the Parents?

PROCEDURAL HISTORY:

This hearing was requested September 16, 2002, and the Hearing Officer was appointed on September 17. A pre-hearing conference was held by conference telephone call on September 23, 2002. At that time, the parties agreed that five days were needed for the hearing, and those days were scheduled as October 7, 18, 22 and 29 and November 12, 2002. Because of this asserted need for additional sessions, the date for mailing of the final decision and order was extended from October 31 to November 30, 2002.

The session scheduled for October 7 was cancelled because of a federal court appearance by the Board's attorney. When the hearing convened on October 18, the parties asked for time to attempt to reach an agreement. Later the same day, they presented the Hearing Officer with a Settlement Agreement and Release, which was executed and made a part of the record of the hearing.

FINAL DECISION AND ORDER:

There being no issues remaining in dispute between the parties, this matter is **DISMISSED**.

COMMENT ON THE CONDUCT OF THE HEARING:

The parties and their respective attorneys are to be complimented for reaching a fair compromise in what initially appeared to be a long-standing and irresolvable conflict.