

**STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION**

Student v. Bridgeport Board of Education

Appearing for the Student: Sally R. Zanger, Esq.
Klebanoff & Alfano, P.C.
433 South Main Street, Suite 102
West Hartford, CT 06110

Appearing for the Board: Susan C. Freedman, Esq.
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919

Appearing Before: Scott Myers, J.D., M.A. (Clinical Psychology)
Hearing Officer

FINAL DECISION AND ORDER

The Parent reported that she had at a PPT convened on September 15, 2004 requested that the Student be placed at St. Vincent's Special Needs Center. The District rejected that request and the Parent commenced this hearing to challenge that decision by request dated January 27, 2005. The telephonic Pre-Hearing Conference ("PHC") convened on February 16, 2005. Counsel for the Parent (Ms. Zanger) and counsel for the Board (Ms. Freedman) participated. Counsel reported that the parties would pursue a Department-sponsored mediation in an effort to resolve their dispute. By agreement of the parties, and pursuant to Reg. Conn. State. Agencies § 10-76h-9(e), the date for the issuance of the Final Decision and Order was extended from March 12, 2005 through and including April 12, 2005 to permit the parties to complete a mediation process. To address the circumstance of an unsuccessful mediation, a second PHC was scheduled for March 29, 2005 and an initial hearing date of April 6, 2005 established. A Department-sponsored mediation scheduled for March 15, 2005 did not proceed as scheduled. By letter dated March 24, 2005, counsel for the Parent reported that the parties had continued settlement discussions, had defined the "basis for a settlement agreement," and anticipated resolving their dispute by settlement shortly. The Parent advised that, by agreement with the Board, she was withdrawing her request for hearing without prejudice to refiling should the parties be unable to settle their dispute.

For these reasons, the April 6, 2005 hearing date is cancelled and this matter is dismissed without prejudice to refiling should the efforts of the parties to settle their disagreement not succeed.

