

**STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION**

Student v. Coventry Board of Education

Appearing on behalf of the Parents: Attorney Howard Klebanoff
Klebanoff & Alfano, PC
433 South Main Street, Suite 105
West Hartford, CT 06110

Appearing on behalf of the Board: Attorney Peter J. Murphy
Attorney Anne H. Littlefield
Shipman & Goodwin, LLP
One Constitution Plaza
Hartford, CT 06103-1919

Appearing before: Attorney Stacy M. Owens, Hearing Officer

FINAL DECISION AND ORDER

ISSUE:

1. Whether the Board’s proposed program for the Student’s 2009-2010 school year is sufficient to provide the Student a free and appropriate public education (“FAPE”).
 - a. If not, whether the program at the Ben Bronze Academy is appropriate for the Student for the 2009 summer extended school year and the 2009-2010 school year.

SUMMARY/PROCEDURAL HISTORY:

On or about July 1, 2009, the Coventry Board of Education (“the Board”) received a request for hearing from the Parent. (H.O. Exh. 1)

On July 10, 2009, 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 July 17, 2009, the Board filed an Answer to the request for hearing. (H.O. Exh. 3)

On July 17, 2009, the Board challenged the sufficiency of the request for hearing. (H.O. Exh. 4)

On August 4, 2009, the undersigned issued a ruling on the Board’s sufficiency challenge and determined that the request for hearing “[met] the notice requirements for hearing,” and was sufficient. (H.O. Exh. 5)

A prehearing conference convened on August 5, 2009. (H.O. Exh. 6) During the prehearing conference, Attorney Klebanoff appeared on behalf of the Parents; Attorney Peter Murphy appeared on behalf of the Board. The issues were confirmed and the hearing was scheduled for September 14, 2009. Counsel for both parties expressed the desire to engage in mediation and requested an extension of the deadline. (H.O. Exh. 7)

By letter dated September 3, 2009, Attorney Klebanoff stated that the “matter has been settled, an agreement has been executed, and it can be dismissed with prejudice.” (H.O. Exh. 8)

FINAL DECISION AND ORDER

As such, and based on the foregoing, this matter is hereby **dismissed with prejudice.**