

**STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION**

Student v. New Britain Board of Education

Appearing on behalf of the Parents: Mother, pro se

Appearing on behalf of the Board: Attorney Michael P. McKeon  
Sullivan, Schoen, Campana & Connon, LLC  
646 Prospect Avenue  
Hartford, CT 06105-4286

Appearing before: Attorney Patricia M. Strong, Hearing Officer

**FINAL DECISION AND ORDER**

**ISSUE**

Does the Hearing Officer have jurisdiction over this due process request where the issues raised have been settled by the parties in a signed mediation agreement?

**PROCEDURAL HISTORY**

The Parent (Mother) requested this hearing by faxing a request for an impartial due process hearing to the State Department of Education ("SDE") on June 7, 2010. The Board received a copy of the complaint on June 9, 2010. This Hearing Officer was assigned to the case on that date. On June 18, 2010, the Board's attorney filed an appearance. On June 21, 2010, a prehearing conference was held with the Parent and the Board's attorney. The Board's attorney stated that the parties had entered into a mediation agreement on May 6, 2010 in Case #10-0398, which resolved the Student's program and placement for summer 2010 and the 2010-2011 school year. The Parent stated that she had received a contract from Ben Bronz Academy, which needed to be signed by the beginning of July. The Board was asked to file its Motion to Dismiss by June 25, 2010. The Parent stated that she could file a response by June 30, 2010. The ruling on the motion would be made by July 2, 2010. A hearing date was agreed on for July 16, 2010 in the event that the motion was denied. The mailing date for the final decision was set at August 23, 2010.

On June 25, 2010, the Board's attorney filed the motion to dismiss along with a copy of the settlement agreement signed by the Parent and a Board administrator on May 6, 2010. On June 30, the Mother filed a response in which she claimed, *inter alia*, that the Board had violated the agreement and that at the time of the mediation she did not have a contract for the Student to attend the Ben Bronz Academy. She stated that two days following the mediation, she received this contract. She argued that the Board should pay for the private school placement. On July 2, 2010, the Hearing Officer granted the motion to dismiss and advised the parties that a final decision and order would be mailed to them by the SDE.

**CONCLUSIONS OF LAW**

1. Due process hearings are limited to the matters set forth in the applicable federal and state statutes and regulations. 20 U.S.C. §1415(b)(3) and 34 C.F.R. §503(a); Conn. Gen. Stats., §10-76h and Regs. of Conn. State Agencies, §10-76h-3. A mediation agreement signed by the parties is legally binding and is enforceable in state or federal court. 20 U.S.C. § 1415(e) and 34 C.F.R. § 506(b)(6) and (7). The Parent's remedy for an alleged violation of the agreement is with the courts, not in a due process hearing.

2. This Hearing Officer does not have jurisdiction over this due process request.

**FINAL DECISION AND ORDER**

It is ordered that this case shall be dismissed.