

**STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION**

Student v. New Canaan Board of Education

Appearing on behalf of the Parent: Lawrence Berliner, Esq.  
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Appearing on behalf of the District: Andreana Bellach, Esq.  
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300 Atlantic Street  
Stamford, CT 06901-3522

Appearing before: Patrick L. Kennedy, Esq.  
Hearing Officer

**FINAL DECISION AND ORDER**

**ISSUES:**

1. Did the District fail to offer an appropriate program to the Student for the 2016-17 school year including the 2017 ESY for the portion of the school year which is within two years prior to the filing of this hearing request?
2. Did the District commit procedural violations amounting to a denial of FAPE for the 2016-17 school year including the 2017 ESY for the portion of the school year which is within two years prior to the filing of this hearing request?
3. Is there an exception to the statute of limitations which applies to this claim?
4. If there is an exception to the statute of limitations, did the District fail to offer an appropriate program prior to the two-year period preceding the filing of this hearing request?
5. If there is an exception to the statute of limitations, did the District commit procedural violations amounting to a denial of FAPE prior to the two year-period preceding the filing of this hearing request?
6. Did the District fail to offer an appropriate program to the Student for the 2017-18 school year including the 2018 ESY?
7. Did the District commit procedural violations amounting to a denial of FAPE for the 2017-18 school year including the 2018 ESY?

8. Did the District fail to offer an appropriate program to the Student for the 2018-19 school year including the 2019 ESY?
9. Did the District commit procedural violations amounting to a denial of FAPE for the 2018-19 school year including the 2019 ESY?
10. Did the District fail to offer an appropriate program to the Student for the 2019-20 school year including the 2020 ESY?
11. Did the District commit procedural violations amounting to a denial of FAPE for the 2019-20 school year including the 2020 ESY?
12. If the District denied FAPE to the Student for the relevant period, was the Southport School an appropriate placement for the Student?
13. If there was a denial of FAPE and the placement at Southport School was appropriate, should the District be ordered to reimburse the Parents for tuition and other expenses for the placement at Southport School?
14. If the District denied FAPE to the Student for the relevant period, was New Leaf Academy an appropriate placement for the Student?
15. If there was a denial of FAPE and the placement at New Leaf Academy was appropriate, should the District be ordered to reimburse the Parents for tuition and other expenses for the placement at New Leaf Academy?
16. If the District denied FAPE to the Student for the relevant period, was Northwest Passage an appropriate placement for the Student?
17. If there was a denial of FAPE and the placement at Northwest Passage was appropriate, should the District be ordered to reimburse the Parents for tuition and other expenses for the placement at Northwest Passage?
18. If the District denied FAPE to the Student for the relevant period, was the King School an appropriate placement for the Student?
19. If there was a denial of FAPE and the placement at the King School was appropriate, should the District be ordered to reimburse the Parents for tuition and other expenses for the placement at the King School?
20. If there has been a denial of FAPE, should compensatory education be ordered?

**SUMMARY AND PROCEDURAL HISTORY:**

Case 20-0414 was commenced by the Parents by request received by the District on April 3, 2020. A prehearing conference was held on April 16, 2020. At the prehearing conference, a hearing date was set for July 8, 2020 and the decision date was determined to be June 17, 2020.

In December of 2020, the undersigned hearing officer was advised by the attorneys for the parties that the parties had reached a resolution in the matter and the decision date was extended to January 13, 2021. On January 4, 2021 and January 6, 2021, the undersigned sent emails to the parties concerning the pendency of the decision date and received no response. On January 8, 2021, the undersigned again emailed the parties and did receive a response from the District indicating that the District had sent an agreement to the Parents which was expected to be executed and returned within the coming days. The undersigned replied that the impending decision date deprived the undersigned of the option of waiting a few days and did not receive any further communications from the parties in response to that email.

In view of the pendency of the decision date in this case, the undersigned dismisses the matter without prejudice.

**FINAL DECISION AND ORDER:**

The matter is dismissed without prejudice.