

CASE CLOSURE SUMMARY REPORT



(This summary sheet must be used as a cover sheet for the hearing officer's decision at the special education hearing and submitted to the Department of Education before billing.)

Public Schools
School Division

Mr. & Mrs.
Name of Parents

Name of Child

February 9, 2004
Date of Decision or Dismissal

John F. Cafferky
Counsel Representing LEA

William B. Reichhardt
Counsel Representing Parent/Child

Mr. & Mrs.
Party Initiating Hearing

Parents
Prevailing Party

Hearing Officer's Determination of Issue(s): The issues were identified generally as failure to provide FAPE, an insufficient IEP and a request for compensatory services for non compliance.

Hearing Officer's Orders and Outcome of Hearing: The parties have reached an agreement, summarized in the attached decision.

This certifies that I have completed this hearing in accordance with regulations and have advised the parties of their appeal rights in writing. The written decision from this hearing is attached in which I have also advised the LEA of its responsibility to submit an implementation plan to the parties, the hearing officer, and the SEA within 45 calendar days.

Richard M. Alvey
Printed Name of Hearing Officer

Richard M. Alvey
Signature

VIRGINIA

SPECIAL EDUCATION DUE PROCESS HEARING

MR. and MRS.

Complaints,

v.

IN RE:

PUBLIC SCHOOLS,

Respondent.

DECISION

ISSUES AND PURPOSE OF HEARING: After several good-faith attempts to develop an appropriate IEP for (herein: the student), the parents assert that the IEP proposed by failed to provide sufficient, necessary and intensive one-to-one instruction that will allow the student to improve his overall performance in his language deficits and developmental delays which affect his ability to form social relationships.

SUMMARY OF FACTS: The student is a -year old young man who is currently an eighth grade student in the Public Schools and who is eligible for special education as a student with autism. The IEP drafted by the District on October 8, 2003 was rejected by the parents as inadequate to address the special education needs, necessary services and appropriate school placement for their son.

SUMMARY OF DECISION: It appearing to this Hearing Officer that the parties have reached a settlement in this matter, it is ORDERED that:

1. In terms of goals and objectives, the goals and objectives from the August 25 and October 8, 2003, IEP Meetings, will be implemented for the student as part of an agreed program and placement.

2. The student will be placed in a special education program at the Middle School. After a schedule is developed which incorporates the services and the aspects of the agreement between the parties, then the school district will meet with the parents to talk about further modifications to the schedule, which will allow for some outside services to be provided to the student.

3. In terms of the modification of the school day, after the school district develops its core schedule, the school district and the parents will be flexible in terms of the modification of the school day for the student to allow the parents to provide him with additional speech and language and special education services; most specifically the parents are interested in an AVB type of learning program.

4. The said additional services will be paid for either by the parents or Medicaid funding, which they have applied for. The School District agrees to be flexible in terms of allowing the student to be released from school at times to be decided between the parties, so he can get those services outside of the school program.

5. In terms of speech and language services, the student will be provided with 45 minutes per day of one to one speech/language services, with a speech pathologist, and an additional 45 minutes one day per week of speech and language services in a small group setting with a speech pathologist, and 30 minutes per week of consultative services of a speech/language pathologist to ensure integration of services for the student across a variety of school settings.

6. In terms of reading services, the school district will provide the student with 45 minutes per day of reading instruction with a reading teacher, as indicated in the October 8, 2003, IEP.

7. In terms of occupational therapy, the student will be provided with 45 minutes per week of OT services, and he will continue to have access to assistive technology as determined by his IEP.

8. In terms of adaptive PE, the student will be provided adaptive physical education in accordance with the October 8th 2003, IEP. Specifically, he will attend a regular physical education class with other students in his self-contained class at [redacted], as well as with other non-disabled peers. An adaptive PE teacher will provide consultation and modifications to the curriculum as needed.

9. The Autism resource specialist will provide ongoing consultation, training assistance and monitoring for the student's instructional assistant, his teachers and his related service providers.

10. Additionally, the autism resource specialist will check with the student's instructional assistant and teacher on at least a weekly basis, and provide training and consultation as needed. The autism resource specialist will spend a minimum of four hours per month on these activities, and will keep a record of her time.

11. The school district will explore a variety of outside training resources in the area of autism and will arrange for a minimum of four hours of training by a private provider in the area of autism over the course of the year. The school district will solicit the parents' input in exploring available autism training resources, and will consult with the parents to select a private trainer. However, the ultimate decision regarding selection of a trainer will be made by the school district within this school year. This training is being offered as part of the agreement on an on-time basis as part of the settlement agreement.

12. Parents will be provided reasonable opportunities to observe the student during the school day in a variety of settings, and the arrangements and specifics for these observations will be made in a manner to be determined by the parties in writing. The parties generally understand that the elements of this monitoring or observation services and progress will be done in a manner that is sensitive, both flexibly in terms of reasonable notice, and accommodation to the teacher and the classroom.

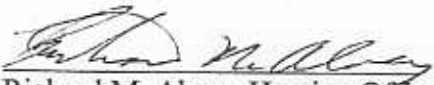
13. A specific ESY program, including goals and objectives for ESY services, will be discussed by the student's IEP team toward the end of the current school year.

14. Any modifications to the day may result in an adjustment to the hours. As the student's day gets shorter, the total hours may change and that's something the parties will work on together in the scheduling context.

For further clarification of this Order, the parties are directed to consult their formal written agreement for guidance.

I have advised the LEA of its responsibility to submit an implementation plan to the parties, the hearing officer and the SEA within 45 calendar days.

APPEAL INFORMATION: This decision is final and binding unless appealed by a party in a state circuit court within one year of this decision's issuance date, or in a federal court.


Richard M. Alvey, Hearing Officer

CERTIFICATE

By signature above, I certify that a true copy of the foregoing was mailed this 10th day of February 2004 to John F. Cafferky, 4020 University Drive, St. 300, Fairfax, VA 22030, William B. Reichhardt, 4020 University Drive, St. 222, Fairfax, VA 22030, Patrick Andriano, VDOE, P.O. Box 2120, Richmond, VA 23218-2120, Mr. & Mrs. _____, _____ and _____, _____, VA _____, Public Schools, Division of Student Services,