

Mr. Thomas Giard, III Superintendent of Schools

Mr. Craig C. Powers Assistant Superintendent

WATERFORD PUBLIC SCHOOLS

AGREEMENT TO PARTICIPATE IN VOLUNTARY RESOLUTION OF REQUEST FOR INDEPENDENT EDUCATIONAL EVALUATION

(the "Parent") has requested an independent educational evaluation ("IEE") at public expense from the Waterford Board of Education (the "District") based on the Parent's disagreement with an evaluation obtained by the District.

The Parent and the District (collectively, the "Parties") understand that pursuant to the regulations of the Individuals with Disabilities Education Act ("IDEA"), upon such a request for an IEE at public expense, the District must, without unnecessary delay, either:

- i. File a due process complaint to request a hearing to show its evaluation is appropriate; or
- ii. Ensure the IEE is provided at public expense, unless the District demonstrates in a due process hearing that the evaluation obtained by the parent does not meet the District's IEE criteria.

The Parties understand that the right to request an IEE at public expense upon the Parent's disagreement with an evaluation obtained by the District is a procedural safeguard and parental right under the IDEA regulations.

The Parties believe that it is in both parties' interest to participate in an informal, voluntary resolution period to further discuss the request for an IEE at public expense and related issues and concerns of the parties before the District files a due process complaint or agrees to fund the IEE, in order to avoid the potential costs of litigation and direct resources toward a possible resolution between the Parties.

The Parties agree that the time period necessary to engage in an informal, voluntary resolution period does not constitute an unnecessary delay relative to the federal requirements imposed on the District when an IEE request is made by a parent.

Ba	sed o	on this mutual consideration, the Parties agree to the following:			
1.	The time period for the informal, voluntary resolution period shall be:				
		One week (End date:) Two weeks (End date:) Three weeks (End date:) In order to participate in the CT State Department of Education's mediation process, or mediation through independent mediator			
		Other: (End date:)			
2.	Eith	Either Party may terminate this Agreement at any time in writing provided to the other Party.			
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- 3. The Parent shall not raise a claim in any forum that the District was untimely in responding to the Parent's request for an IEE at public expense based on the time covered under this Agreement. This Agreement does not waive any other rights, obligations, or defenses of either Party.
- 4. Upon the expiration or termination of this Agreement, including the conclusion of the mediation process, the District shall have 10 school days or 14 calendar days (whichever is fewer) to either file for due process or ensure the IEE is provided at public expense.

5.

6. The Parent understands and acknowledges that the Parent has no obligation to sign this Agreement or otherwise agree to participate in the informal, voluntary resolution process. If this Agreement is not signed by the Parent, the District will, without unnecessary delay, respond to the IEE request in accordance with federal law.

For the Parents:		For the Waterford Board of Education		
Parent/Guardian	Date	District Administrator	Date	
Parent/Guardian	Date			

7/17/2018