

STATE OF MAINE
SPECIAL EDUCATION DUE PROCESS HEARING

July 14, 2011

11.084H— PARENTS v. MONHEGAN PLANTATION

REPRESENTING THE FAMILY: Richard O’Meara, Esq.

REPRESENTING THE DISTRICT: Heather Sanborn, Esq.

HEARING OFFICER: Shari Broder, Esq.

This hearing was held and this decision issued pursuant to Title 20-A, MRSA §7202 et. seq., and 20 U.S.C. §1415 et. seq., and accompanying regulations. The hearing took place on June 20 and 22, 2011 at the Department of Health and Human Services in Rockland, Maine. Those present for the entire hearing were the Parents¹, Attorney O’Meara, Attorney Sanborn, and the undersigned hearing officer. Testifying at the hearing were:

The Mother	
The Father	
Adam Bullard	Teacher, behavior program at Rockland District Middle School
Michael Reeves	Student’s therapist
Kathryn Armstrong	Special Education Consultant, Monhegan Plantation
Martha Witham	Superintendent of Schools, Monhegan Plantation

All testimony was taken under oath.

I. PROCEDURAL BACKGROUND:

On May 4, 2011, the Parents filed this hearing request on behalf of their son (“Student”). On June 13, 2011, a prehearing conference was held at the offices of Murray, Plumb & Murray in Portland, Maine. Participating in the prehearing conference were: the Mother; Richard O’Meara, Esq., counsel to the Parents and Student; Heather Sanborn, Esq., counsel to Monhegan

¹ The father was present for all but a short period during the hearing.

Plantation (“District”); Martha Witham, Superintendent of Schools for the District; and Shari Broder, Hearing Officer.² Documents and witness lists were exchanged in a timely manner. The Parents and District each submitted approximately 21 pages of exhibits, and several additional documents were introduced later at the hearing.³

As noted above, the hearing took place over the course of two days. Both parties requested to keep the hearing record open until July 1, 2011 to allow the parties to prepare and submit closing memoranda. The District submitted a 12-page closing argument and the Parents submitted a 28-page closing argument. The record closed upon receipt of these documents on July 1. The parties and the hearing officer further agreed that the decision would be due on July 15, 2011.

II. ISSUES:

1. Did Monhegan Plantation violate the Student’s right to a free appropriate public education by failing to implement his day treatment placement, as ordered by the IEP Team on April 6, 2011? If so, what remedies are appropriate?
2. Has Monhegan Plantation and/or its Superintendent of Schools engaged in adverse actions against the Student and his parents in retaliation for their advocacy on his behalf? If so, what remedies are appropriate?

Encompassed in these issues is the issue of whether, pursuant to 20-A M.R.S.A. §5202 and MUSER §VI.4.B, the Student remains eligible to attend school and receive special education and related services at the expense of the District. If the answer to this question is in the affirmative, then the District raises a third question:

3. If the Student is eligible to attend schools in and receive special education services at the expense of the District, is the District responsible for paying both room and board in Rockland, Maine, and daily transportation from Rockland to Belfast?

These issues are addressed below.

² The Mother and Superintendent participated by telephone.

³ Exhibits introduced by the Parents are labeled [P-#] and District exhibits are labeled [S-#].

III FINDINGS OF FACT

1. Monhegan Island is a very small community of approximately 40 year-round residents and 300 summer residents. It is accessible from the mainland only by boat.
2. The Mother began visiting Monhegan Island as a small child over 50 years ago. In 1969, her parents built a house near the island's Ice Pond. The Mother moved to Monhegan to live there full time in the late 1970s. She began working in the Monhegan Store, which was owned by her parents. [Test. of Mother]
3. The Father has lived on Monhegan since 1973, and has been a full-time resident since 1980. In 1982, the Father and Mother married and purchased a home together on Monhegan. The Father became a full-time lobsterman in 1984. [Test. of Father] The Mother opened a seasonal pizza shop in 1985, which she later converted to a year-round grocery store and pizza shop in 2003. [Test. of Mother & Father]
4. In 1987, the Parents moved into their current home on Monhegan, and moved their store to this location. Although the pizza shop closed in 2005, the Mother continued to operate the store through 2010. The Parents have served as Assessors of Monhegan Plantation and in numerous other official capacities. The Mother founded the Monhegan Power District, and continues to be Chair of the Wind Power Committee. Both parents hold driver's licenses with a Monhegan Island address and are registered to vote on Monhegan. [Test. of Mother & Father, P-18-19]
5. In November 2003, when the Student was xx years old, he was placed with the Parents in foster care. In September 2004, the Parents adopted the Student. He resided on Monhegan with both Parents and his older brother. [Test. of Mother]

6. The Student had been a victim of physical abuse and neglect before his adoption by the Parents. He consequently had attachment issues and difficulties forming a bond with his adoptive parents. [Test. of Mother]
7. The Student attended the Monhegan School, as did his older brother. This school is essentially a one-room schoolhouse with a very small student body and one teacher for grades K-8.⁴ The Student had an excellent teacher through xx grade. [Test. of Mother]
8. Towards the end of xx grade, the Parents and the Student's teacher became concerned that the Student could not read. [Test. of Mother] Following an evaluation in April 2007 by a psychologist named Karen Mook, the Student was diagnosed with a learning disability, expressive and receptive language delays, ADHD and Reactive Attachment Disorder. [Test. of Mother] The Student became eligible for special education and related services under the category of multiple disabilities, specifically a learning disability and emotional disturbance.
9. For xx grade, Monhegan hired a new teacher with no prior teaching experience. The Student started participating in a reading program, but the year did not go well, as he struggled with behavioral problems. [Test. of Mother] That year, the District hired Kathryn Armstrong as special education consultant to develop a curriculum for the Student.
10. The Student's xx grade IEP included a behavior intervention plan. He was mostly taught by a one-to-one educational technician. Because the Student was very challenging and became so disruptive in class, he would sometimes be sent home from school with work to do. Consequently, the Parents and District began looking at educational programs on the mainland that would meet the Student's needs. [Test. of Mother]

⁴ This school currently has fewer than three students in attendance, although it previously had between four and eight students.

11. In 2006, the Parents purchased a single-family home in Rockland as a real estate investment.

They also envisioned using the property during their sons' high school years, as Monhegan children attend high school off island. [Test. of Mother] The District pays tuition for its high school aged students to attend school elsewhere, and also pays room and board when a student resides with a family during the school year. It is necessary to live on the mainland while attending school, as Monhegan is 12 miles off the Maine coast, and the ferry only runs three times per week during the winter. The family did not reside in this property, but rented it from 2006 through the spring of 2009. [Id.]

12. In June 2009, the Student's IEP team met to develop his xx grade IEP. Because the District could not provide the services needed on Monhegan Island, Ms. Armstrong recommended that the family explore the day treatment program at Rockland District Middle School ("RDMS"). The family decided the placement could address the Student's special needs. As there was a disagreement with the District, the family filed a request for a due process hearing that summer. [Test. of Mother] Ultimately, the parties reached a settlement agreement. [S-1] This provided that the IEP team would meet with staff from RSU #13, the district that included RDMS, and determine an appropriate placement for the Student. The District agreed to pay for the programming, as well as to reimburse the family \$1000 per month for 10 months of room, board and transportation costs associated with the Student's placement at RDMS during each of the 2009-10, 2010-2011 and 2011-2012 school years, provided that the Student attends RDMS and lived with a parent in Rockland. [S-1] Should the Parents withdraw the Student from this program or RSU #13 is no longer willing to accept him, the District's reimbursement obligations would end and the IEP team would meet to determine a suitable placement. [Id.] Because of the Student's Reactive Attachment

Disorder, the parties agreed he needed to continue living with one of his parents, and would not be a candidate to board with another family on the mainland. [Test. of Mother, M. Reeves]

- 13.** In accordance with the settlement agreement, the Mother and Student moved into the Rockland house for the start of xx grade. The older son also moved there, as he was enrolled at Camden Hills for xx grade. [Test. of Mother] The Father continued to reside in the family's home on Monhegan, although when he wasn't fishing, he occasionally stayed with the boys in Rockland while the Mother was on Monhegan running her business. The Mother and her two sons returned to the island as often as the weather and school schedules permitted. [*Id.*]
- 14.** The Student had a very successful xx grade year (2009-2010) at RDMS, where he attended the day treatment program. [Test. of Mother] He made considerable progress in this highly structured program, and exhibited few negative behaviors. [Test. of Mother, A. Bullard] As part of this program, he received services from a clinical social worker. The Student's teacher was Adam Bullard. There were seven or eight students over three grade levels (6 through 8) and four educational technicians (ed techs). [Test. of A. Bullard]
- 15.** During the summer of 2010, the entire family lived together on Monhegan, and the Mother operated her store there.
- 16.** The Student returned to RDMS for xx grade (2010-2011). Two months into the school year, the Student began having behavioral problems such as work refusal. He was suspended from school for five days. [Test. of K. Armstrong] RSU #13 had made some changes to the program the Student was attending, resulting in Mr. Bullard's caseload increasing from 8 to 20 students. The social worker position was cut, and Mr. Bullard also lost an educational

technician, but had to serve more than twice as many students as the previous year. [Test. of A. Bullard] Consequently, the Student's program was no longer a true day treatment program, but RSU #13 did not notify the District of this. [Test. of M. Witham] It was difficult keeping the Student in school, and sometimes Mr. Bullard had to call the Mother to take the Student home before the school day was over. [*Id.*]

17. In December 2010, the Student was hospitalized because he was depressed and expressing suicidal thoughts. He was at Spring Harbor Hospital for five days, and was discharged on December 25th. The Student was prescribed antidepressants, and had some good days, but continued to have problems at school. [Test. of Mother] He also received services from therapists at Home Counselors, including Michael Reeves, which helped.
18. Due to the Student's hospitalization and need to be near medical service providers, he did not return to Monhegan for Christmas in 2010. [Test. of Mother]
19. The Student continued to have problems in school, and the Mother began corresponding with Mr. Bullard about other ways to help the Student, including more structured programs that might meet his needs. [P-3-4] In late March 2011, the Student was again hospitalized, this time in the crisis unit at Acadia Hospital. He was released on March 29, following six days there. [Test. of Mother]
20. Once again, the Student's mental health needs prevented the family from returning to Monhegan during spring break. The Parents began looking into alternative educational placements, and corresponded with both Mr. Bullard and Shina Athern of Midcoast Mental Health Services about this. [Test. of Mother, A. Bullard, P-5-8] Mr. Bullard invited representatives of the Sweetser day treatment program in Belfast to attend an IEP meeting scheduled for April 6, 2011, and notified the District Superintendent of this by email. [Test.

of A. Bullard] The Student's psychiatrist, Sally Cooper, MD, diagnosed the Student with Mood Disorder, NOS, ADHD, Reactive Attachment Disorder, Post Traumatic Stress Disorder, Cognitive Disorder, NOS and Mixed Expressive and Receptive Language Disorder. [P-22] Dr. Cooper recommended placement in a day treatment program with the high level of supports the Student needed to maintain his safety and to make progress academically. [P-22-23]

- 21.** In attendance at the April 6, 2011 IEP team meeting were the Mother, Mr. Bullard, District Superintendent of Schools Martha Witham, Shina Athearn, Michael Reeves and Kathleen Glover of Home Counselors, and two representatives from the Sweetser program. [S-3, p. 2] This meeting was scheduled despite Kathryn Armstrong's unavailability, as she was out of state. [Test. of K. Armstrong, M. Witham] At the meeting, the Superintendent first learned of the Student's hospitalization. She thought the meeting was to discuss the Student's current placement and ed techs, and was unaware that alternative placements were being considered. [Test. of M. Witham] The IEP team reached consensus about the Student's placement, stating in the written notice that he needed a day treatment placement with low student to staff ratios and that his current placement at RDMS was not successful. [S-3] The Student was also offered 2.5 hours of tutoring in the interim if he were unable to attend school. The Superintendent said she wanted to consult with Ms. Armstrong before agreeing to a specific placement for the Student. [Test. of A. Bullard, M. Witham] At this meeting, the residency of the family was not discussed. As the Superintendent was leaving the meeting, however, she said to the Mother that it would be a lot easier if the Mother were a resident of Rockland. [Test. of A. Bullard]

- 22.** On April 25, 2011, the District's legal counsel at the time, Bryan Dench, sent a letter to Attorney Richard O'Meara stating that because the District did not believe the Student was a resident of Monhegan, it would not agree to pay for the Student's placement or room and board. The District offered to pay daily charges of \$210 per day to Sweetser for four weeks, but this did not include room, board or transportation expenses. [S-4] The Superintendent also asked Ms. Armstrong to stop communicating with the Mother. [Test. of K. Armstrong]
- 23.** Although those people working with the Student and the District and Parents believe that Sweetser in Belfast is an appropriate placement that can meet the Student's needs, he has not been placed there because the District will not pay for it. [Test. of A. Bullard, M. Reeves, M. Witham, Mother, K. Armstrong] Since March 21, 2011, the Student has spent a total of eight hours at RDMS, due to the school's inability to contain him. [Test. of A. Bullard, P-17] He has received approximately five hours of tutoring since then, as it has been difficult to find an appropriate tutor who can handle the Student. [*Id.*]
- 24.** While the older son was attending xx and xx grades at Camden Hills, the District paid his tuition there. The District has not contested the older son's residency status. The District also paid the Student's room and board expenses and tuition at RDMS. [Test. of Mother, M. Witham]
- 25.** The Student would not do well with a residential placement due to his Reactive Attachment Disorder. [Test. of M. Reeves] He needs to continue to reside with a parent. It is disruptive to move him to new settings, as he has difficulty adjusting to new environments. [Test. of M. Reeves, Mother] On the other hand, transporting him for a long time to school would be difficult, as he is very active and does not do well with long rides. [Test. of M. Reeves]

26. Although the Father is in the process of starting a new job fishing for Spruce Head Cooperative on Metinic Island, he can do this job while living on Monhegan and plans to continue living there. [Test. of Father]
27. There has been no change in the Mother's residency status since the fall of 2009. The Parents have listed their property on Monhegan for sale, which includes their home and the Monhegan Store, but it has not sold yet. [Test. of Mother, S-7] This summer, the store is being leased to the other island grocery store, but the family is living in their Monhegan home. The Mother closed the store because business was not good and the cost of electrical power is very high on the island. [Test. of Mother] In the fall of 2010, the Mother also began attending classes at the University of Maine, primarily online. [Test. of Mother, P-20]

IV. DISCUSSION AND CONCLUSIONS

A. Brief summary of the position of the Parents:

The District is responsible for the Student's education, as both of his parents are residents of Monhegan. The only reason the Mother took up residence in Rockland during the school year was to support the Student in his special education placement there. This does not terminate the educational responsibility of the district in which the family permanently resides.

The District has also engaged in retaliatory actions against the Parent and Student for filing a due process complaint. In retaliation for the Mother's educational advocacy, members of the District's school board and others stopped shopping at her store, which resulted in serious financial problems for the family. Now the District is using these financial problems to attempt to show that the family does not plan to stay on Monhegan.

The Student is entitled to be placed at Sweetser's Belfast day treatment program at Monhegan's expense. The District is responsible for tuition, room, board, and transportation to

this program, and for compensatory education services for failing to provide the Student with an education since late March 2011.

B. Brief summary of the position of the District:

Maine law looks to where the parent actually resides, not legal domicile, when determining which school district is responsible for a student's education. As the Parent with whom the Student lives actually resides in Rockland, the Student's education is the responsibility of RSU #13. The Father's residence is not relevant in this determination, as his children do not live with him during the school year, and there is no indication that the legislative intent was to give parents who did not live together a choice of where their children would be educated.

The agreement made in 2009 regarding responsibility for the Student's education is no longer relevant, as it only applies to the Student's attendance at RDMS.

Even if the District is found to be responsible for the Student's education, it should not have to pay both the costs of living in Rockland and for transportation roughly 40 minutes away to Sweetser in Belfast. This is unreasonable. The District should not be required to pay more than the reasonable cost of housing for the Student with his mother in Belfast.

1. Did Monhegan Plantation violate the Student's right to a free appropriate public education by failing to implement his day treatment placement, as ordered by the IEP Team on April 6, 2011? If so, what remedies are appropriate?

Title 20-A section 5202 of the Maine Revised Statutes Annotated states in relevant part as follows:

1. Definitions. For the purposes of this chapter, "parent" means the parent or guardian with legal custody.

2. General rule. A person is eligible to attend schools in the school administrative unit where the person's parent resides, where the person resides upon reaching the age of 18 years or upon becoming an emancipated minor.

According to the Office of Special Education Programs (OSEP), if a student is placed out of state by a school district for educational purposes, the state educational agency of the student's state of residence remains responsible for ensuring the provision of FAPE at no cost to the parents. *Letter to Covall*, 48 IDELR 106 (OSEP 2006) In that case, a non-educational public agency placed a student in a residential facility out of state, but the sending state in which the student resided before the placement remained responsible for ensuring the delivery of FAPE. There are other cases in which a student's residency can change while the student is in the residential placement because the parents subsequently move for reasons unrelated to the student's placement.

In the case of *Dallas Plantation*, 40 IDELR 252 (ME SEA 2004), the hearing officer notes that the burden is on the school department to show that the parent is no longer a resident of the school district. This is consistent with the Supreme Court's holding in *Schaffer v. Weast*. 546 U.S. 49 (2005).

The situation in the case at hand is unique from the cases cited by either party because the reason the Mother and Student have lived in Rockland during the school year was because this was necessary to allow the Student to receive his educational programming at RDMS. There is no question that both parents and the Student were residing exclusively on Monhegan before the Student began attending RDMS. There is also no dispute that the Student's Reactive Attachment Disorder and other special needs required that he live with a parent, rather than boarding elsewhere, while attending school in Rockland.

The District cites the case of *Hallssey v. SAD No. 77*, 2000 ME 143, as distinguishing between the terms "resides" and "domicile," and explaining that the determining factor for educational eligibility is not legal domicile, but where the parent actually lives.

Residency in a different district may be established if the student is in that district for purposes other than obtaining FAPE.

The case at hand is distinguishable from both *Hallissey* and *Dallas Plantation* because, as noted above, the only reason the Parent and Student left Monhegan was to facilitate the Student's educational placement. It is also distinguishable from the case of *Thane v. Cumberland Valley Sch. Dist.*, 724 A. 2d 978 (Pa. Commw. Ct. 1999) cited by the District. In *Thane*, the mother chose to move to be near her child who was placed in a private school outside the district, but it was not educationally necessary that she do so.

The Parents cite several cases from other jurisdictions in which a parent who moved to another school district to support a unilateral educational placement was not considered to have changed residence for the purposes of the special education laws. *Union School Dist. V. Smith*, 15 F.3d 1519 (9th Cir. 1993), *cert. denied*, 513 U.S. 965 (1964), *In re: Residency of Student C. Doe*, No. 0024-10 (RI SEA Aug. 25, 2010) The Parents' situation is even more compelling, as they lived in Rockland during the school year pursuant to an agreement with the District to do so.

It seems unfair for the District to enter into an agreement requiring the Mother to live with the Student in Rockland, then to use this against the family to relieve the District of its financial obligation to educate the Student. It is not unusual for parents to be hesitant to place students in residential facilities far from home. Under the District's interpretation of the law, it would make economic sense for a school department to offer to pay a parent's room and board to encourage that parent to move near the student's residential placement if this would relieve the sending school district of its responsibility to pay for the student's education in the future on the ground that the parent no longer resides in the district. Surely, that was not an intended result under either the federal or Maine special education laws.

The District also argues that the Father's residence is irrelevant because the Maine residency statute should be interpreted as not allowing families with parents living apart to choose which school district they want to be responsible for their child's education. As noted above, the family is not living apart, except to the extent necessary to support the Student's special education placement. Contrary to the District's assertions, there was no evidence that the Parents were in the process of divorcing, and any other issues within their marriage are irrelevant here.

The District also contends that the Parents are not intending to stay on Monhegan because their home is on the market and the Father is selling his fishing boat and equipment. Mere speculation that the Parents may move from Monhegan in the future, even if that were their intended plan, does not destroy their current eligibility based upon their current residence. I conclude that the District remains responsible for the Student's education.

2. Has Monhegan Plantation and/or its Superintendent of Schools engaged in adverse actions against the Student and his parents in retaliation for their advocacy on his behalf? If so, what remedies are appropriate?

The case of *Hesling v. Avon Grove Sch. Dist.*⁵, among other cases, support the Parents' right to bring a retaliation complaint under the IDEA. I do not, however, believe that the Parents have produced evidence showing that the District has retaliated against her for filing her due process complaint.

The evidence at the hearing on this issue was both meager and speculative. The Mother testified briefly that island residents, including District board members, stopped shopping at her store in late 2009 in apparent retaliation against the Student's off-island placement. The Parent's allegations of retaliation were not only speculative, but there was no evidence that the District

⁵ 428 F. Supp. 2d 262 (ED PA 2006).

engaged in a concerted effort to boycott the Mother's store. If individual island residents decided not to support the Mother's business for whatever reason, this does not constitute District action.

3. Is the District responsible for paying both room and board in Rockland, Maine, and daily transportation from Rockland to Belfast?

A publicly placed student attending a private school has the same rights of a child with a disability who is served by a public agency. 34 CFR 300.146 (c). Therefore, the District owes the same obligations to publicly placed private school students as it provides public school students with disabilities, including the related service of transportation at no cost to the parents. *Letter to Garvin*, 30 IDELR 609 (OSEP 1998). Public school students, however, live in the school district within which they are transported.

Again, I am presented with an unusual situation, as we are not talking about transporting the Student to school from his home on Monhegan. Monhegan's location and limited accessibility make it impossible to transport the Student to his school on a daily basis. This is why the District is responsible for the cost of housing for the Student near his school during the school year.

Should the District be responsible for the cost of transporting the Student from the house in Rockland, where he has stayed with his mother and brother during the past school years, to Belfast, where his new educational program is? As the Student is not a resident of Rockland, I cannot conclude that the District is obliged to transport him from there to his school 27 miles up the coast. Given that the Student has difficulty with long rides, and transportation between Rockland and Belfast is 50 minutes each way in the best of circumstances, such a commute may not be in the Student's best interest. Were this a completely new placement, and setting aside the fact that the Parents own real estate in Rockland, the Student would be provided with accommodations in Belfast near his school. Therefore, although the Parents may certainly

decide where to live with the Student during the school year, the reasonable result is that the District should pay for reasonable housing costs, plus any local transportation, within Belfast. If the Parents choose to live with the Student in Rockland, they are still eligible for the housing subsidy, but are responsible for the cost of transporting him to school in Belfast.⁶

4. If the hearing officer finds a violation of any of the above, what remedies are appropriate?

In light of the my conclusion that the District failed to implement the Student’s placement at Sweetser, thus failing to provide him with a free, appropriate public education since April 6, 2011, it is necessary to decide what remedies are appropriate. The usual remedy under the IDEA for a student who has been denied appropriate services in the past is an award of compensatory educational services to place him in the same position he would have occupied, had the District complied with the IDEA. *Reid ex rel. Reid v. District of Columbia*, 401 F.3d 516, 24 (D.C. Cir. 2005). The First Circuit has reaffirmed that a student eligible under IDEA may be entitled to additional services in compensation for past deprivations when a child is receiving no real educational benefit. *MSAD No. 35 v. Mr. and Mrs. R.*, 321 F.3d 9 (1st Cir. 2003). The First Circuit said

We know that a child eligible for special education services under the IDEA may be entitled to further services, in compensation for past deprivations, even after his or her eligibility has expired. *See, e.g., Adams*, 159 F. 2d at 682n.1; *Pihl v. Mass Dep’t of Educ.*, 9 F3d 184, 188-189 & n. 8 (1st Cir. 1993 [sic]

Maine School Administrative District No. 35, 321 F. 3d 9 at17-18. Thus, the Student is entitled to compensatory education for past deprivations that occurred from the failure of the District to implement his April 6, 2011 IEP. The First Circuit in *Pihl* was clear that, “a student

⁶ The Parents argued that, should the Student and his mother live in Belfast, the District would have to pay to board the Student’s older brother in the Rockport area. This is outside the jurisdiction of the hearing officer and is not a consideration in this case.

who fails to receive appropriate services during any time in which he is entitled to them may be awarded compensation in the form of additional services at a later time.” *Pihl*, 9 F.3d at 198.

Consequently, I conclude that, under the circumstances presented in this case, the Student is entitled to compensatory education services for the period of April 6, 2011 through the end of the school year. The Parents have noted that the Student’s deepest deficits are in the areas of social and behavioral skills. They requested that the Student be enrolled in a community-based social skills program, team-building program or similar enrichment experience, such as those offered by the Camden YMCA, to compensate him for these losses. This seems to be a reasonable amount of compensatory services for the Student’s losses during the last nine weeks of the school year. Consequently, the District shall reimburse the Parents for the cost paid for such a program for up to nine weeks at the rate charged by the Camden YMCA for this program.

V. ORDER

After consideration of the evidence presented during this due process hearing, the hearing officer orders as follows:

1. The District is responsible for providing the Student with a free appropriate public education, and violated the IDEA by failing to implement his day treatment placement, as ordered by the IEP Team on April 6, 2011. The Student shall be placed in the Sweetser Belfast Day Treatment program, per the determination of the IEP Team, at the earliest possible time. The District shall pay all tuition and special education costs associated with this placement.
2. The District shall reimburse the Parents \$1000⁷ per month for room and board for ten months per year while the Student attends the Sweetser Belfast program, regardless of where they choose to live. The District shall be responsible for transportation costs within Belfast, Maine, should the family decide to reside there during the school year. The District is not responsible for transportation costs from Rockland to Belfast.
3. The District shall reimburse the Parents for the cost paid for up to nine weeks in a community-based social skills program, team-building program or similar enrichment

⁷ See Fact #12

experience at the rate charged by the Camden YMCA for this program. The District shall reimburse the Parents within 30 days of presentation of a receipt for these services.

SO ORDERED.

SHARI B. BRODER. ESQ.
Hearing Officer