

In the Matter of Mediation on Behalf of: Julie A. Student

School District: Georgetown County School District (District)

Parent/Legal Guardian/Surrogate Parent: Papa and Mama O. D. Student

### Mediation Agreement

We the undersigned, participated in a voluntary mediation conference regarding **the student's eligibility for appropriate special education and related services a student with a learning disability and the parents' request for an independent educational evaluation (IEE)**, and being satisfied that the provisions of the resolution of our dispute are fair and reasonable, hereby agree to abide by and fulfill the following:

1. The District, at its cost, will retain the services of **Dr. L.D. Reading at The New Reading is Fundamental Consulting, L.L.C.**, to conduct the following activities as an independent consultant to the parties to resolve the parents' IEE request and the District's request for a hearing regarding it. The District shall make contact with Dr. Reading and finalize the necessary arrangements for the IEE no later than fourteen calendar days from the date this agreement is signed. The consultant shall:

a. Review the Student's educational records. The parents shall provide the consultant appropriate parental consent to access the Student's educational records and to conduct the IEE.

b. Consult with the Student, her parents, District staff, and any other person who evaluated or treated the Student, as she deems necessary to gain an understanding of the Student's current educational performance, unique individual needs (including how attention deficit hyperactivity disorder impacts her ability to focus on classwork and assignments), and the special education programs and services (including accommodations in the general education setting) necessary to meet those needs. All class observations are authorized by the parents and shall be conducted, as determined necessary by Dr. Reading.

c. Conduct such evaluations of the Student as Dr. Reading deems necessary to determine the Student's needs with respect to any learning disabilities (including, but not limited to, the areas of basic reading skills, reading comprehension, oral expression, listening comprehension, math calculation, and problem solving, written expression, retention, and how attention deficit hyperactivity disorder impacts her learning and communication) and the special education programs and services (including accommodations in general education setting) necessary to meet those needs. The District shall provide its psycho-educational evaluation report of 5/29/10 to Dr. Reading for consideration within three days of contacting Dr. Reading and securing her services.

d. Develop in consultation with the Student's parents, their representative, and District staff, recommendations for the Student's annual measurable goals and short-term objectives (including criteria by which to evaluate her progress).

e. Determine, in consultation with the Student's individualized education program (IEP) team, including her parents, their representative, and District staff, the special education programs and services (including accommodations in general education setting), necessary to provide the Student a free appropriate public education (FAPE).

f. Issue a written report to the parties to advise them of her findings/determinations and the reasons. Specifically, the report will include: findings concerning the Student's present level of academic and functional performance. She will also review and attempt to determine which goals and objectives from the August 2009 IEP were met and/or need to be continued, adjusted, and possibly amended.

2. Both parties agree to act in good faith and cooperate fully with Dr. Reading to assist her in conducting the activities agreed upon by the parties. The parties agree to be bound by and implement the determinations of Dr. Reading regarding the Student's special education programs and services (including accommodations in the general education setting).

Dr. Reading, however, does not have the authority under this Agreement to direct the District to pay for programs or services to be provided by third parties (e.g., a private school).

3. Both parties agree that they shall take no further action in this matter except in accordance with the provisions of this Agreement. The District shall schedule an IEP meeting within ten days of receiving Dr. Reading's written report, at a time mutually convenient to the parties and Dr. Reading, who shall participate. If either party disagrees with the determinations of the IEP team and Dr. Reading's determinations, the party may request a due process hearing. The request shall specify those portions of the IEP and Dr. Reading's determinations with which the parties disagree and what the party believes should have been the correct determination. Pending completion of the due process hearing process, the Student shall remain in her current placement.

4. It is the understanding of the parties that as a result of the terms of this Agreement, including the District's retention of Dr. Reading and its payment for her services, the parents' requests for an IEE, compensatory education services, tutoring fees, and a private school placement, arising prior to the end of the 2009–10 school year are fully satisfied.

5. The parties discussed and resolved as part of this Agreement the extent of the District's obligation to reimburse the parents for their attorney's fees and related costs incurred in this matter up to the date this Mediation Agreement is signed. The

District shall pay the parents' attorney fees, up to \$8,000.00, incurred thus far relative to this particular dispute.

Further, it is understood that from the date this Agreement is signed forward, the District shall not be obligated to pay any of the parents' attorney's fees and related costs during the period this Agreement is being implemented.

We understand that this written agreement is enforceable in any state Court of competent jurisdiction or in a United States District Court. We pledge that the mediation discussions will remain confidential and understand that these discussions may not be used as evidence in any subsequent due process hearings or civil proceedings.

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**Mediator/Witness**

\_\_\_\_\_  
**Parent/Legal Guardian/Surrogate Parent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent/Legal Guardian/Surrogate Parent**

\_\_\_\_\_  
**School District Representative**