



PO Box 1381 – Glastonbury, CT 06033
Phone: 860.548.1747 e: info@conncase.org
www.conncase.org

May 28, 2025

Representative Jennifer Leeper
Representative Maryam Khan
Senator Douglas McCorty
Senator Sujata Gadkar-Wilcox
Members of the Education Committee
Members of the Select Committee on Special Education
Legislative Office Building, Room 3100
Hartford, CT 06106

Der Representative Leeper and Senator McCorty, Representative Kahn and Senator Gadkar-Wilcox:

ConnCASE writes to you at this late hour in our role as special education leaders and advocates to respectfully urge revisions to several sections of HB 5001, as reflected in the working draft LCO 9210, before considering support for this bill. We appreciate the many days the Committee has spent drafting, listening to testimony, and revising the bill.

As time is short in the remaining days of the legislative session, we will limit our comments to our priority concerns regarding LCO 9210.

First, we continue to support several recommendations contained in the bill. Specifically, we support the change in the definition of developmental disabilities to include students through age 8; the development of a model contract for LEA use with all private entities providing special education services; and the requirement for the Department of Education to develop a set rate schedule for special education and related services. We believe these measures will allow LEAs to establish an effective and stabilized budget process.

We also urge your support for reducing the threshold for high-cost reimbursement from 4.5 to 3.0 times the net current per-pupil expenditure for students served in-district. Additionally, we support Section 10(a), which establishes a grant to stimulate in-district program development.

As we have provided both in-person and written testimony on several occasions over the past six weeks, we continue to strongly oppose the following sections of the draft bill:

Section 5: The requirement for the Office of Policy and Management to provide prior approval for LEAs to enter into contracts and make expenditures to private contractors

will create indefensible timeline delays. *These delays will hinder the timely implementation of IEPs and interfere with the district's ability to provide FAPE, as required under IDEA.*

Sections 10(d) and 39: These sections prohibit the provision of in-district special education or related services with the assistance of any third-party contractor who is not a school district employee from qualifying for the reduced excess cost threshold and SEED grant. *This exclusion fails to acknowledge the necessity of short-term contracts to engage professionals with specific expertise in program development and staff training, and it disregards current staffing shortages. Many school districts—particularly smaller or rural ones—must contract with specialized related service providers, such as audiologists, occupational therapists, or physical therapists. Additionally, districts may need to hire expert consultants to support program and staff development in specialized areas such as inclusive practices for autistic students, evidence-based interventions for children with dyslexia, and trauma-informed practices for students with challenging behaviors or mental health needs. These contracts may be necessary to ensure staff are equipped to deliver evidence-based practices with fidelity. School districts need access to expert support to build parent trust, ensure collaborative decision-making, and support staff in creating seamless transitions for students with complex needs.*

Section 20: The disclosure of out-of-district placements—including PPT placements, settlements, and hearing decisions, as well as amounts paid and the total number of agreements, including non-disclosure agreements. *Often agreements are made with parents when a parent is demanding a placement or service, that in the district's determination does not provide a student with a FAPE, violates LRE expectations, and/or is inappropriate for a variety of other reasons. These agreements, and the content within, allow districts and parents to come to an agreement on ways to proceed that honors the parent's wishes, avoid protracted and costly litigation for both the parents and the district, and protect districts from future litigation when parents recognize that the program or service may not have been as appropriate as they initially thought. Requiring disclosure of information as required in this section will increase the likelihood of litigation and due-process hearings, increasing costs to both parents and districts. Additionally, the language risks violating student privacy requirements.*

Section 21: The requirement to conduct Functional Behavioral Assessments (FBAs) prior to outplacement due to challenging behaviors. *FBAs and the resulting Behavior Intervention Plans must assess the child's needs within the actual educational setting. Requiring an FBA prior to a change in placement will lead to an evaluation and recommendations that will, with high likelihood, provide no benefit to the student in the proposed placement. Furthermore, FBAs require data to be collected over several weeks, likely delaying placement decisions the student desperately requires. Furthermore, such a process may not be feasible in situations where students are placed in an Interim Alternative Educational Setting (IAES) for up to 45 days due to dangerous behaviors.*

Section 37: The creation of a grant to provide services to students who have experienced trauma or have behavioral health needs may place additional responsibilities on school districts that extend beyond federal requirements. IDEA mandates interagency agreements with SEAs, Offices of Mental Health, and Offices of Developmental Disabilities. *While all students with trauma or behavioral health needs deserve support, placing this requirement within Special Education creates mandates for service delivery beyond the scope of IDEA. More clarity is needed regarding interagency agreements and the scope of the grant.*

Section 40: The requirement to create an Office of the Ombudsman is unnecessary. *The State's existing Dispute Resolution Process, including Mediation and State Complaints, is well established in accordance with IDEA. We recommend continued support for CPAC's role in facilitating resolutions between parents and school districts.*

Sections 41 and 42: The requirement for each school district to hire or designate an employee to serve as an instructional support teacher imposes an unfunded mandate. Many districts already employ special education instructional coaches tasked with the duties outlined in these sections. *This requirement goes beyond the obligations of IDEA. While school districts must improve teaching, engage parents, deliver professional development, and assist with classroom management, these essential responsibilities should not fall exclusively under special education. Furthermore, this adds a substantial unfunded mandate to school districts.*

ConnCASE appreciates the opportunity to provide input and strongly urges language changes to several sections of the bill. Fifty years ago, the IEP became a promise. Today, representing ConnCASE and working with all stakeholders, we recommit ourselves to that promise: ensuring that every student has a voice, every student matters, and every student belongs. We look forward to continuing to work with you to improve the delivery of special education supports and services in Connecticut.

Sincerely,

Yvette Goorevitch,
Executive Director
ConnCASE

Aimee Turner
President
ConnCASE

Katherine Gabrielson,
Past-President
ConnCASE