

***NEW DEVELOPMENTS IN  
SPECIAL EDUCATION LAW AND  
THEIR IMPLICATIONS FOR  
SPECIAL EDUCATION  
PROGRAMS***



UL LAFAYETTE LOUISIANA K-12 LAW CONFERENCE

APRIL 26, 2017

# **ENDREW F. V. DOUGLAS**

## **COUNTY SCHOOL**

### **DISTRICT RE-1**

1. What level of “Benefit” is required in Special Education?
2. Rowley – “Meaningful educational benefit” or “some educational benefit”
3. Child with autism – 10<sup>th</sup> Circuit decision from Colorado
4. Merely more than de minimis?

# **\$1 MILLION DOLLAR** **VERDICT**

**5<sup>th</sup> Circuit decision Rideau v. Keller Independent School District**

**Mistreatment by special education teacher including physical abuse. Sued under Americans with Disabilities Act and the Rehabilitation Act including mental pain and anguish**

**What does this mean for Special Education?**

**BEAUCHAMP V. ANAHEIM**  
**UNION HIGH SCHOOL**  
**DIST. (9<sup>TH</sup> CIR. 2016)**

**Attorney Fee Awards**

**Sought \$66,420 (hourly rate of \$400)**

**Court awarded \$7,780, why?**

**Outcome not more favorable to petitioner than the District's settlement offer and petitioner was not substantially justified in rejecting the settlement offer.**

# **CONFIDENTIALITY**

**Supreme Court of Alabama (504 case)**

**Updated report for 12<sup>th</sup> grader with medical condition requiring special accommodations**

**Report placed in sealed envelopes and student worker was to deliver to each teacher but read report before doing so and told others**

**Plaintiff alleged ridicule, harassment and bullying resulted. Claimed negligent hiring, training and supervision.**

# **OUTSOURCING** **EDUCATION OR** **SERVICES**

**Kucera v. Jefferson County Board of Commissioners (6<sup>th</sup> Cir.)**

**Tennessee district used private Christian school as its alternative education provider for students with disciplinary problems.**

**Court found that the public school students were served in a day program that offered secular instruction and only minimal exposure to religion, and thus the arrangement did not violate the establishment clause. Implications?**

**CONTACT**  
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