

Highlights of the Gaskin v PDE Settlement

After eleven years, the parties in the Gaskin law suit have reach a settlement. On September 16, Judge Robreno issued the final order.

The case represented a class of 255,264 special education students, twelve named plaintiffs, and eleven disabilities advocacy organizations.

“Gaskin” refers to the lead plaintiff, Lydia Gaskin, a Carlisle School District student with Down Syndrome. The lawsuit was filed on June 30, 1994.

According to court documents, the Gaskin family and other families and advocacy organizations filed the lawsuit on behalf of “all school-age students with disabilities in Pennsylvania who have been denied a free appropriated education in regular education classrooms with individual supportive services, or have been placed in regular education classrooms without the supportive services, individualized instruction, and accommodations they need to succeed in the regular education classroom.”

The settlement obligates PDE to undertake a series of reforms of its systems for exercising general supervision over special education throughout Pennsylvania

The goal of those reforms is that local school districts increase their capacity to provide the supplementary aids and services in regular education classrooms that students with disabilities need to receive a meaningful benefit from education.

The Settlement Agreement:

- ◆ Is effective for five years.
- ◆ Requires IEP teams to give significant consideration to integrating IEP students into the regular classrooms with supplemental aids and services delivered in the regular classroom.
- ◆ Requires PDE to develop new IEP forms consistent with the Agreement.
- ◆ Requires that school districts adhere strictly to IDEA and case law regarding the placement of students with disabilities.
- ◆ Establishes an LRE Advisory Panel consisting primarily of parents to advise PDE on increased LRE efforts.
- ◆ Requires PDE to monitor school districts for LRE purposes.
- ◆ Provides training and technical assistance to school districts with insufficient or a low LRE ratio.

The Agreement does not require that students who cannot succeed in the regular classroom with supplementary aids and services be placed in the regular classroom.

The Agreement does not expressly or implicitly identify full inclusion as the goal for all children.

The Agreement does not contemplate the use of the LRE monitoring system to criticize or punish school districts or teachers.

The Agreement does not authorize members of the Advisory Panel to dictate or interfere with the function of those empowered by law to have a say in placement decisions for disabled students.

The LRE index is not intended for use to displace or change the role of parents and professionals in placement decisions nor to prescribe what programs and services should be available for placements.

The intent of the Agreement is not to change IDEA but ensure its provisions are properly implemented.