

Decision of the Colorado Department of Education
Under the Individuals with Disabilities Education Act (IDEA)

State Complaint SC2025-525
Moffat County School District

DECISION

INTRODUCTION

On March 3, 2025, the parent (“Parent”) of a student (“Student”) identified as a child with a disability under the Individuals with Disabilities Education Act (“IDEA”)¹ filed a state complaint (“Complaint”) against Moffat County School District (“District”). The Colorado Department of Education (“CDE”) determined that the Complaint identified one allegation subject to its jurisdiction for the state-level complaint process under the IDEA and its implementing regulations at 34 C.F.R. §§ 300.151 through 300.153.

The CDE’s goal in state complaint investigations is to improve outcomes for students with disabilities and promote positive parent-school partnerships. A written final decision serves to identify areas for professional growth, provide guidance for implementing IDEA requirements, and draw on all available resources to enhance the quality and effectiveness of special education services.

RELEVANT TIME PERIOD

The CDE has the authority to investigate alleged noncompliance that occurred no earlier than one year before the date the Complaint was filed. 34 C.F.R. § 300.153(c). Accordingly, findings of noncompliance shall be limited to events occurring after March 3, 2024. Information prior to that date may be considered to fully investigate all allegations.

SUMMARY OF COMPLAINT ALLEGATIONS

The Complaint raises the following allegation subject to the CDE’s jurisdiction under 34 C.F.R. § 300.153(b)² of the IDEA:

1. District did not fully implement Student’s Individualized Education Program (“IEP”) from January 29, 2025 to present because it:

¹ The IDEA is codified at 20 U.S.C. § 1400 *et seq.* The corresponding IDEA regulations are found at 34 C.F.R. § 300.1 *et seq.* The Exceptional Children’s Education Act (“ECEA”) governs IDEA implementation in Colorado.

² The CDE’s state complaint investigation determines if District complied with the IDEA, and if not, whether the noncompliance results in a denial of a free appropriate public education (“FAPE”). 34 C.F.R. §§ 300.17, 300.101, 300.151-300.153.

- a. Did not make the IEP accessible to teachers or service providers responsible for its implementation, as required by 34 C.F.R. § 300.323(d);
- b. Did not educate Student in the least restrictive environment listed in the IEP—specifically by making available a separate school placement—as required by 34 C.F.R. §§ 300.115, 300.320(a)(5), and 300.323(c).

FINDINGS OF FACT

After thorough and careful analysis of the entire Record,³ the CDE makes the following findings of fact (“FF”):

A. Background

1. Student is seventeen years old and attends eleventh grade at a CDE-approved facility school (“Facility School”). *Exhibit A*, p. 26; *Interviews with Parent and District Special Education Director (“Director”)*. Facility School is not located within the boundaries of District. *CDE Exhibit B*, p. 24. Parent resides within the boundaries of District. *Complaint*.
2. Student qualifies for special education and related services under the disability categories of Other Health Impairment, Speech or Language Impairment, Specific Learning Disability, and Serious Emotional Disability. *Exhibit A*, pp. 26, 28.
3. Student is helpful, creative, and determined. *Interview with Parent; Exhibit A*, p. 28. She enjoys outings and field trips and hopes to obtain her high school diploma and a commercial driver’s license. *Exhibit A*, p. 28.
4. This investigation involves, from January 29, 2025 to present, the implementation of an IEP dated August 19, 2024 (“the IEP”), which is in effect during the 2024-2025 academic year. *Id.* at p. 26. It was developed after a District evaluation of Student in August 2023. *Id.*

B. The IEP

5. Director attended and participated in the annual review of Student’s IEP in August 2024 and demonstrated familiarity with its contents. *Id.* at p. 27; *Interview with Director*.
6. The IEP documents the required components, including in part a statement of Student’s present levels of educational performance, a statement of Student’s needs and the impact of her disabilities, a behavior intervention plan, a postsecondary transition plan, a statement of annual goals and objectives, accommodations, and special education and related services. *Exhibit A*, pp. 28-54. Relevant to this investigation, per the IEP, the least restrictive environment appropriate for Student’s education is a separate school. *Id.* at pp. 53-54.

³ The appendix, attached and incorporated by reference, details the entire Record.

C. Student's Placement at Residential Facility

7. Prior to February 12, 2025, Student resided, attended school, and received special education and related services at a different CDE-approved facility school ("Former Facility School"), following a placement facilitated by the Department of Human Services for the county in which the Parent resides ("DHS"). *Exhibit N*, p. 22. Former Facility School is not located within District's boundaries. *Id.* During this time, DHS had legal custody of Student. *Id.*
8. On February 4, 2025, a Colorado district court issued an order returning custody of Student to her parents, including Parent. *Id.*
9. At a hearing on February 12, 2025, that district court issued an order finding that it would be in Student's best interest to be placed at a residential childcare facility ("Residential Facility") as part of the Children's Habilitation Residential Program ("CHRP") Medicaid waiver⁴. *Exhibit N*, p. 22. Subsequently, the court issued an "Order Regarding Placement of Juvenile," ordering that Student be placed at Residential Facility. *Id.* at p. 25. A residential childcare facility is defined by the Colorado Department of Health Care Policy and Financing as "a 24-hour residential facility where children and youth live together with, or are supervised by, adults other than their parents or relatives." *CDE Exhibit C*.
10. Residential Facility describes itself as "a supportive atmosphere where children can learn socially appropriate behaviors and life skills." *CDE Exhibit A*. Residential Facility is located within the boundaries of a Colorado school district other than District. *Id.* at p. 3.
11. Residential Facility is not a CDE-approved facility school. *CDE Exhibit B*, pp. 3-34. Facility schools are "residential, day treatment, and hospital programs approved by CDE to receive school finance funding, hire their own teachers, and provide educational services to the students placed with them by a public agency." *CDE Exhibit B*, p. 2. CDE has approved 32 facility schools. *Id.*
12. While living at Residential Facility and prior to her enrollment at Facility School, Student worked with staff and counselors at Residential Facility on academic work. *Interview with Parent*.

D. Student's Enrollment at Facility School

13. On January 16, 2025, prior to Student's placement at Residential Facility, Student's educational advocate ("Advocate") sent an email to Director and Parent stating that Student would very likely be placed at Residential Facility and inquiring about the next steps related to Student's educational placement. *Exhibit J*, p. 35. Director responded, indicating that

⁴ The CHRP waiver is a program, administered by the Colorado Department of Healthcare Policy and Financing, which seeks to address "the need for residential care for children and youth with complex behavioral and mental health needs." *CDE Exhibit D*.

District would support the placement process and asking to be invited to future meetings regarding the educational placement. *Id.* at p. 36.

14. On February 6, 2025, the special education director for the school district in which Residential Facility is located was added to the ongoing email chain. *Id.* This director stated that District would be responsible for securing Student's educational placement and offered support in obtaining contact information for separate schools in the area. *Id.*
15. Prior to the February 12, 2025 court hearing, Director provided a statement for Student's team to present to the court. *Id.* at pp. 55-56. This statement noted that District was working to secure an educational placement for Student and was looking at three potential educational placements for Student. *Id.* at p. 56.
16. During this investigation, Director stated that because Student's court-ordered residential placement was not at a CDE-approved facility school, District was not responsible for securing an educational placement for Student. *Interview with Director; Exhibit J*, p. 172. Director nevertheless chose to pursue finding a placement for Student to minimize the interruptions to Student's services. *Interview with Director.*
17. At a virtual meeting on February 17, 2025, members of Student's support team including Advocate, Parent, and Director discussed options for Student's educational placement and next steps for this process. *Exhibit J*, p. 154.
18. On March 3, 2025, Parent filed the Complaint, alleging that District "failed to locate and secure a placement" in a separate school, as required by the IEP. *Complaint*, p. 9.
19. A second meeting was scheduled for March 4, 2025, at which the support team determined that it would pursue a placement for Student at Facility School. *Exhibit N*, pp. 1-21.
20. On March 7, 2025, Director executed a contract between Facility School and District for Student to attend and receive special education services at Facility School, with the terms of the contract set to begin March 10, 2025. *Id.* at pp. 26-28. The terms state: "District is responsible under state and federal law for providing special education and related services to identified children with disabilities who are residents of the District," and "[t]he District is empowered and charged to enter into agreements as needed with other public schools and/or other providers for the purpose of providing educational services." *Id.* at p. 26.
21. On March 14, 2025, Parent completed and submitted the enrollment paperwork enabling Student to attend Facility School. *Interview with Parent.* Student began attending Facility School on March 18, 2025. *Id.; Response*, p. 4.
22. District's position is that "the District is not presently responsible for ensuring the implementation of [Student]'s IEP." *Response*, p. 5. District does not dispute that it is the administrative unit of residence but asserts that another district is the administrative unit of attendance and thus is responsible for the implementation of Student's IEP. *Id.*

CONCLUSIONS OF LAW

Based on the Findings of Fact, the CDE enters the following CONCLUSIONS OF LAW:

Conclusion to Allegation No. 1: District was responsible for the implementation of Student's IEP from February 4, 2025 through February 11, 2025 and from March 18, 2025 to present. During those time periods, District fulfilled its implementation obligations under Student's IEP. District complied with the IDEA or ECEA Rules.

Parent's concern is that Student did not receive the separate school placement required by her IEP between her court-ordered placement at Residential Facility on February 12, 2025 and her enrollment at Facility School on March 18, 2025. (FF #s 18, 27, 31). District's position is that it was not, and is not presently, responsible for the implementation of Student's IEP. (FF #s 25, 32).

A. IEP Implementation: IDEA Legal Requirements

The IDEA seeks to ensure that all children with disabilities receive a FAPE through individually designed special education and related services pursuant to an IEP. 34 C.F.R. § 300.17; ECEA Rule 2.19. The IEP is "the centerpiece of the statute's education delivery system for disabled children . . . [and] the means by which special education and related services are 'tailored to the unique needs' of a particular child." *Andrew F. ex rel. Joseph F. v. Douglas Cty. Sch. Dist. RE-1*, 137 S. Ct. 988, 994 (2017) (quoting *Honig v. Doe*, 484 U.S. 305, 311 (1988); *Bd. of Ed. v. Rowley*, 458 U.S. 176, 181 (1982)). A student's IEP must be implemented in its entirety. 34 C.F.R. § 300.323(c)(2).

A district must ensure that "as soon as possible following the development of the IEP, special education and related services are made available to a child in accordance with the child's IEP." *Id.* § 300.323(c)(2). To satisfy this obligation, a district must ensure that each teacher and related services provider has access to the IEP and is informed of "his or her specific responsibilities related to implementing the child's IEP," as well as the specific "accommodations, modifications, and supports that must be provided for the child in accordance with the IEP." *Id.* § 300.323(d).

B. Colorado Law: Administrative Units of Residence and Administrative Units of Attendance

An administrative unit is an entity, such as a school district, that administers educational services. ECEA Rule 2.02. To qualify as an administrative unit, an entity must meet all minimum standards established in ECEA Rule 3.01. *Id.* All administrative units must be approved by the CDE. *Id.* Colorado law defines two types of administrative units which may be involved in the delivery of special education and related services: administrative units of residence and administrative units of attendance. ECEA Rule 2.02(1)-(2).

The administrative unit of residence ("AUR") generally refers to "the unit in which the child resides on a day-to-day basis," with certain exceptions. ECEA Rule 2.02(1). For instance, the ECEA Rules provide exceptions when a child with a disability lives in a residential facility. ECEA Rule 2.02(1)(a)-(b). If the child remains in the legal custody of their parent or guardian, the AUR is deemed to be the district where the parent or guardian resides. ECEA Rule 2.02(1)(a). If the child

is not in legal custody of their parent or guardian, the AUR is deemed to be the district in which the child’s residential facility is located. ECEA Rule 2.02(1)(b).

The administrative unit of attendance (“AUA”) is the “unit that delivers the special education program for a child.” ECEA Rule 2.02(2). Typically, the AUA is the same as the AUR, but the AUA may be different from the AUR when: “[t]he child resides at one of the [...] residential child care facilities [...] and the special education program is provided by an AU other than the AUR.” ECEA Rule 2.02(2)(b).

Except as otherwise provided in the ECEA Rules, “the administrative unit of attendance is responsible for [...] delivery of special education services, and the provision of a free appropriate public education to each child with a disability within the administrative unit.” ECEA Rule 8.02(1). However, “[t]he administrative unit of attendance is not responsible for the delivery of special education services or the provision of a free appropriate public education to a child with a disability placed in an approved facility school.” ECEA Rule 8.02(1)(c). When a student is enrolled in an approved facility school, that facility school is responsible for “IEP planning, in collaboration with the responsible administrative unit, and the delivery of services.”⁵ ECEA Rule 8.01(2)(e).

To determine which administrative unit (i.e., school district) was responsible for implementation of Student’s IEP from January 29, 2025 to present under the IDEA and ECEA Rules—given the change in Student’s custody status, place of residence, and location in which her services were provided—the CDE’s analysis will address four distinct time periods.

C. January 29, 2025 through February 3, 2025

During this timeframe, DHS placed⁶ Student at Former Facility School, an approved facility school located outside District boundaries, where she received her special education services. (FF # 7). DHS had legal custody of Student. (*Id.*) Because Student resided at Former Facility School on a 24-hour basis with adults other than her relatives, the CDE finds Former Facility School meets the HCPF definition of a “residential childcare facility.” (FF #s 7, 9).

i. Administrative Unit of Residence

The place in which Student resided on a day-to-day basis, Former Facility School, was not located within District’s boundaries. (FF # 7). Student was not in legal custody of Parent or guardian. *Id.* For these reasons, the CDE finds that the AUR is the school district in which Former Facility School

⁵ While the delivery of IEP services for a student attending an approved facility school is the responsibility of the facility school under ECEA Rule 8.01(2)(e), IEP planning—such as ensuring a student is enrolled in a facility school consistent with the IEP—may, for reasons of practicality, only be effectuated by the responsible administrative unit in collaboration with the facility school.

⁶ The ECEA Rules define “Public Placement” as “the placement of a child with a disability in a facility with an approved facility school or another out-of-home placement by a court or public agency.” ECEA Rule 9.01(6). Thus, because DHS effectuated this placement, the CDE finds it was a public placement within the meaning of ECEA Rule 9.01(6).

is located. Accordingly, during this timeframe, the CDE finds and concludes that District **was not** Student's AUR.

ii. Administrative Unit of Attendance

Student resided at Former Facility School, a residential childcare facility outside District's boundaries, where she received her special education and related services. *Id.* Thus, the CDE finds that the AUA is the school district in which Former Facility School is located, meaning the AUR and AUA are the same. Accordingly, during this timeframe, the CDE finds and concludes that District **was not** Student's AUA.

iii. Responsibility for IEP Implementation

Because Student was placed at an approved facility school—Former Facility School—the AUA is not responsible for delivering special education services, and responsibility reverts to the AUR. ECEA Rule 8.02(1)(c). Since the AUR is not District, the CDE finds and concludes that District was not responsible for implementing Student's IEP from January 29, 2025 through February 3, 2025.

D. February 4, 2025 through February 11, 2025

During this timeframe, Student remained placed at Former Facility School, an approved facility school located outside District boundaries, where she received her special education services. (FF # 7). Following the district court's February 4, 2025 order, Student was in the legal custody of Parent. (FF # 8). Parent resided within District's boundaries. (*Id.*) Because Student resided at Former Facility School on a 24-hour basis with adults other than her relatives, Former Facility School meets the HCPF definition of a "residential childcare facility." (FF #s 7, 9).

i. Administrative Unit of Residence

The place in which Student resided on a day-to-day basis, Former Facility School, was not located within District's boundaries. (FF # 7). Parent had legal custody of Student. (FF # 8). For these reasons, the CDE finds that the AUR is the school district in which Parent resided. Accordingly, during this timeframe, the CDE finds and concludes that District **was** Student's AUR.

ii. Administrative Unit of Attendance

Student resided at Former Facility School, a residential childcare facility outside District's boundaries (i.e., the AUR), where she received her special education and related services. (FF # 7). Thus, the CDE finds that the AUA is the school district in which Former Facility School is located, meaning the AUR and AUA differ. Accordingly, during this timeframe, the CDE finds and concludes that District **was not** Student's AUA.

iii. Responsibility for IEP Implementation

Because Student was placed at an approved facility school—Former Facility School—the AUA is not responsible for delivering special education services and FAPE, and responsibility reverts to the AUR. ECEA Rule 8.02(1)(c). Thus, the CDE finds and concludes that District, as Student’s AUR, was responsible for implementing Student’s IEP from February 4, 2025 through February 11, 2025.

E. February 12, 2025 through March 17, 2025

During this timeframe, Student was placed⁷ at Residential Facility, which is located outside District’s boundaries, where she received her special education services. (FF #s 9-10). Parent had legal custody of Student and resided within District’s boundaries. (FF # 8). Residential Facility meets the HCPF definition of a “residential child care center,” and is not an approved facility school. (FF #s 10-11).

i. Administrative Unit of Residence

The place in which Student resided on a day-to-day basis, Residential Facility, was not located within District’s boundaries. (FF # 10). Parent had legal custody of Student. (FF # 8.) For these reasons, the CDE finds that the AUR is the school district in which Parent resided. Accordingly, during this timeframe, the CDE finds and concludes that District **was** Student’s AUR.

ii. Administrative Unit of Attendance

Student resided at Residential Facility, a residential childcare facility outside District’s boundaries (i.e., the AUR), where she received her special education and related services. Thus, the CDE finds that the AUA is the school district in which Residential Facility is located, meaning the AUR and AUA differ. Accordingly, during this timeframe, the CDE finds and concludes that District **was not** Student’s AUA.

iii. Responsibility for IEP Implementation

Because Student was not placed at an approved facility school, the AUA is responsible for the delivery of special education services and FAPE. ECEA Rule 8.01. Since Student’s AUA was not District, the CDE finds and concludes that District was not responsible for implementing Student’s IEP from February 12, 2025 through March 17, 2025.

F. March 18, 2025 to Present

During this timeframe, Student resided at Residential Facility, which is located outside District’s boundaries and meets the HCPF definition of a “residential child care center.” (FF #s 9-10). On March 7, 2025, Director executed a contract between District and Facility School, under which Facility School agreed to provide Student with special education services on behalf of District,

⁷ CDE finds that this placement, which was accomplished through a court order, is a public placement within the meaning of ECEA Rule 9.01(6).

which is “empowered and charged to enter into agreements as needed [...] for the purpose of providing educational services to children with disabilities.” (FF # 20). The contract went into effect on March 10, 2025, and Student began attending Facility School on March 18, 2025. (FF #s 20-21). Parent had legal custody of Student and resides within District’s boundaries. (FF # 8).

i. Administrative Unit of Residence

The place in which Student resided on a day-to-day basis, Residential Facility, was not located within District’s boundaries. Parent had legal custody of Student. For these reasons, the CDE finds that the AUR is the school district in which Parent resided. Accordingly, during this timeframe, the CDE finds and concludes that District **was** Student’s AUR.

ii. Administrative Unit of Attendance

Student resided at Residential Facility, a residential childcare facility located outside of District. (FF #s 9-10.) She received her special education and related services at Facility School, also located outside of District (i.e., the AUR). (FF #s 20-21). Because Student resided at a residential childcare facility outside of District and received her special education from a unit other than her AUR, the AUR and AUA differ. ECEA Rule 2.02(2)(b). Accordingly, during this timeframe, the CDE finds and concludes that District **was not** Student’s AUA.

iii. Responsibility for IEP Implementation

Because Student was placed at an approved facility school—Facility School—the AUA is not responsible for delivering special education services and FAPE, and responsibility reverts to the AUR. ECEA Rule 8.02(1)(c). Because Student’s AUR was District, District was responsible for implementing Student’s IEP from March 18, 2025 to present.

G. IEP Accessibility and Responsibilities

District was responsible for implementation of the separate school placement provision of Student’s IEP⁸ from February 4, 2025 through February 12, 2025 and from March 18, 2025 to present. The CDE must first determine whether District satisfied its obligation under 34 C.F.R. § 300.323(d). Due to the nature of the allegation, the only District employee involved in the implementation of Student’s IEP was Director. (FF #s 13-21). Director participated in the development of the IEP and demonstrated familiarity with the contents of the IEP. (FF # 5). Moreover, Director participated fully in the placement process and executed a contract which fulfilled the IEP’s requirements. (FF #s 13-21).

⁸ While Former Facility School (from February 4 through February 12) and Facility School (from March 18 to present) were responsible for the delivery of services under Student’s IEP pursuant to ECEA Rule 8.01(2)(e), that Rule assigns responsibility for IEP planning, including the pursuit of a separate school enrollment, to the facility school “in collaboration with the responsible administrative unit.”

For these reasons, the CDE finds and concludes that District ensured that the IEP was accessible to staff responsible for its implementation, consistent with 34 C.F.R. § 300.323(d).

H. IEP Implementation: Least Restrictive Environment

The CDE must now determine whether District implemented the IEP's Separate School placement provision. 34 C.F.R. § 300.323(c)(2). Student's IEP requires that she receive her education in a separate school environment. (FF # 6). From February 4, 2025 to February 11, 2025, Student was placed at Former Facility School, which is a separate school placement. (FF # 7.) From March 18, 2025 to present, Student has attended, via a contract executed by Director on behalf of District, Facility School, which is a separate school placement. (FF #s 19-21).

Based on these facts, the CDE finds and concludes that District implemented the IEP's separate school requirement with fidelity, consistent with 34 C.F.R. § 300.323(c)(2).

I. District's Other Obligations Under ECEA Rules

The ECEA Rules govern circumstances in which "it becomes necessary for a court or a public agency to place a child in a public placement," and require that the court or public agency, the AUR, and the AUA, for a non-emergency placement, "work cooperatively [...] to ensure that appropriate special education services are available for the child." ECEA Rule 9.02(1)(a). Although the ECEA Rules provide "approved facility schools and foster care homes" as two examples of "public placements," the term is defined to include "approved facility schools or other out-of-home placements." ECEA Rule 9.01(6).

Here, a court ordered on February 12, 2025, that Student be placed at Residential Facility, an out-of-home placement. (FF # 9). Upon learning of this change of placement, Director worked with Student's support team and the director of the receiving school district to find Facility School and secure Student's enrollment. (FF #s 13-21). Director did this to minimize interruptions to Student's services, despite stating District was not responsible for securing an educational placement for Student. (FF # 16). District's position in its Response is that the court's order was not a public placement, and thus did not trigger obligations under ECEA Rule 9.02. (FF # 22).

Contrary to District's position, the CDE finds Student's placement at an out-of-home residential facility was a public placement within the meaning of ECEA Rules 9.02(1) and 9.01(6). Therefore, District was obligated "to work cooperatively to ensure that appropriate special education services are available for the child." ECEA Rule 9.02(1)(a). The Record shows that despite District's position, Director nevertheless worked cooperatively to ensure that Student was placed at Facility School. Accordingly, the CDE finds and concludes that District fulfilled its obligations under ECEA Rule 9.02.

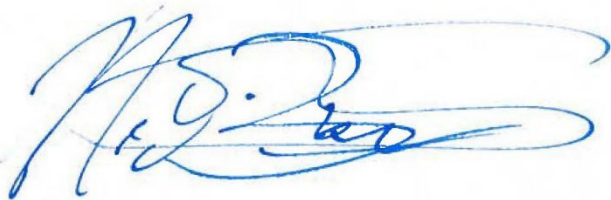
REMEDIES

The CDE concludes that District complied with the requirements of IDEA and the ECEA Rules. Accordingly, no remedies are ordered.

CONCLUSION

The Decision of the CDE is final and is not subject to appeal. *CDE State-Level Complaint Procedures*, 13. If either party disagrees with this Decision, the filing of a Due Process Complaint is available as a remedy provided that the aggrieved party has the right to file a Due Process Complaint on the issue with which the party disagrees. *CDE State-Level Complaint Procedures*, 13; *see also* 34 C.F.R. § 300.507(a); 71 Fed. Reg. 156, 46607 (August 14, 2006). This Decision shall become final as dated by the signature of the undersigned State Complaints Officer (“SCO”).

Dated this 30th day of April, 2025.



Nick Butler
State Complaints Officer

APPENDIX

Complaint, pages 1-10

Response, pages 1-9

- Exhibit A: IEPs
- Exhibit B: n/a
- Exhibit C: n/a
- Exhibit D: n/a
- Exhibit E: Meeting Notices
- Exhibit F: Report Cards and Progress Monitoring
- Exhibit G: Attendance Records
- Exhibit H: District Calendar
- Exhibit I: Policies and Procedures
- Exhibit J: Correspondence
- Exhibit K: n/a
- Exhibit L: n/a
- Exhibit M: Verification of Delivery
- Exhibit N: Additional Documentation

CDE Exhibits

- CDE Exhibit A: Residential Facility Information
- CDE Exhibit B: Facility Schools Directory
- CDE Exhibit C: HCPF Guidance on Residential Childcare Facilities

Telephone Interviews

- Parent: April 1, 2025
- Director: April 8, 2025