

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

State Complaint SC2025-589
Denver Public Schools

DECISION

INTRODUCTION

On July 2, 2025, AdvocacyDenver (“Complainant”) filed a state complaint (“Complaint”) against Denver Public Schools (“District”). The Complaint was filed on behalf of a student (“Student A”) identified as a child with a disability under the Individuals with Disabilities Education Act (“IDEA”)¹, as well as all other students served by the same special education teacher as Student A (collectively with Student A, “Students”).

The Colorado Department of Education (“CDE”) determined that the Complaint identified two allegations 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 extended the 60-day investigation due to exceptional circumstances, consistent with 34 C.F.R. § 300.152(b)(1).

The CDE’s goal in state complaint investigations is to improve outcomes for students with disabilities and promote positive parent-school partnerships. A final written 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 properly filed. 34 C.F.R. § 300.153(c). Accordingly, findings of noncompliance shall be limited to events occurring after July 2, 2024. Information prior to that date may be considered to fully investigate all allegations.

SUMMARY OF COMPLAINT ALLEGATIONS

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

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.

1. District did not fully implement Students' Individualized Education Programs ("IEPs") from January 17, 2025 through the end of the 2024-2025 school year because it:
 - a. Did not make the IEPs accessible to teachers or services providers responsible for their implementation, as required by 34 C.F.R. § 300.323(d);
 - b. Did not provide the direct specialized instruction services listed in the IEPs, as required by 34 C.F.R. § 300.323(c); and
 - c. Did not provide periodic reports on progress consistent with the IEPs, as required by 34 C.F.R. §§ 300.320(a)(3)(ii), 300.323(c).
2. District, from January 17, 2025 through the end of the 2024-2025 school year, did not ensure that an IEP team reviewed Students' IEPs annually, as required by 34 C.F.R. § 300.324(b)(1)(i).

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 A is fifteen years old, and at the time relevant to this investigation, attended a District high school ("School") in ninth grade. *Exhibit A*, p. 1. He qualifies for special education and related services under the disability category of Other Health Impairment. *Id.*
2. Student A is friendly and engages well with peers. *Interviews with Student A's parent ("Parent"), Student's general education math teacher ("Math Teacher"), School's dean of students ("Dean"), and School's principal ("Principal")*. He is interested in computers and basketball and enjoys participating in the school newspaper. *Id.*
3. This investigation involves the annual review and implementation of Student A's IEP dated April 30, 2024, and the IEPs for fourteen other Students at School ("Student B" through "Student O"), all in effect during the 2024-2025 school year. *Exhibit A; Exhibit P.*

B. School's Special Education Program

4. School is a CDE-approved Innovation School, a class of Colorado schools afforded increased individual autonomy to develop and implement diverse approaches to learning. *CDE Exhibits A and B.*

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

5. School's educational programming emphasizes providing students with career and technical education through a Science, Technology, Engineering, Arts, and Mathematics ("STEAM") approach. *Interviews with Principal and Dean; CDE Exhibit C.* In addition to classroom instruction, students at School are expected to participate in career-focused internships in the community. *Id.*
6. School has maintained a small class size—enrollment during the 2024-2025 school year was 89 students. *CDE Exhibit D.* Of these students, fifteen received specially designed instruction ("SDI") pursuant to an IEP. *Exhibits A, N, and P.*
7. School employed one special education teacher ("Teacher"), who was responsible for the provision of SDI to these fifteen Students. *Interviews with Principal and Dean; Exhibit P.*
8. Typically, Teacher would provide SDI to Students inside the general education setting, working with them in the classroom to teach and reinforce learning strategies. *Interviews with Math Teacher and Dean.* When required by the individual Student's IEP, Teacher would pull the Student from the classroom for instruction. *Interview with Math Teacher.*
9. Teacher was the assigned case manager for Students. *Interviews with Principal and Math Teacher.* As case manager, Teacher provided School's general education teachers with information regarding their responsibilities with respect to the implementation of Students' IEPs. *Interview with Math Teacher.* Math Teacher stated that he and other general education teachers had access to information regarding Students' IEPs, such as a list of their accommodations, in hard copy and via a shared folder on the School network. *Id.*

C. The Special Education Staffing Vacancy at School

10. On January 17, 2025, Principal sent an email to the parents of School's students, noting that Teacher had been placed on administrative leave and would not return to the classroom until the resolution of the matter which prompted his placement on leave. *Exhibit 4.* Teacher did not return to School during the remainder of the 2024-2025 school year. *Interviews with Principal, Dean, Math Teacher, and the District special education instructional specialist assigned to School ("SEIS 1").*
11. Principal stated that during the first two weeks following Teacher's placement on administrative leave, he did not take action to address the vacancy, because he wanted to allow the procedures related to Teacher's administrative leave to resolve. *Interview with Principal.* At the end of those two weeks, Principal stated that Teacher would not return to School and set about addressing the vacancy. *Id.*
12. About two weeks following the start of the vacancy, Principal worked with other School staff to identify students who might be affected by Teacher's absence and provide support to them until the vacancy could be filled. *Interviews with Principal and Dean.*

13. As part of School's plan to provide support to affected students, Dean regularly visited School's classrooms to observe students and provide support where needed. *Interview with Dean*.
14. Math Teacher reported that School's math fellows, teaching aides that worked in his classroom, provided additional support to students during the vacancy two days per week. *Interview with Math Teacher*.
15. Students who received pull-out services from Teacher prior to the vacancy instead remained in the general education classroom during the vacancy. *Id.* No SDI was provided to Students during the vacancy. *Response*, p. 2. Additionally, Students' progress toward annual goals was not measured during the vacancy. *Id.*

D. District's Special Education Vacancy Procedure

16. District has previously developed procedural guidance designed to address special education teacher vacancies. *Exhibit J*, pp. 61-69; *Interview with the District special education instructional specialist responsible for developing District's vacancy procedure ("SEIS 2")*.
17. Within five days of the start of a special education teacher vacancy, if there is a possibility that vacancy will last longer than eleven days, the administrator of the school must complete District's Staffing Gap Reporting Form, an online form which describes the nature of the staffing gap, the expected dates of the vacancy, information about the departed provider, information about the impacted students, and information about the school's non-vacant staff members capable of helping to address the staff vacancy. *Exhibit J*, p. 64.
18. Following the submission of this information, a team including the school administrator and a relevant SEIS must meet "to identify potential solutions that are feasible in the context of the school." *Id.* Those solutions include both those which would likely meet District's obligation to make an offer of FAPE and those which would not constitute an offer of FAPE but could mitigate the adverse educational impact of the vacancy. *Id.* at pp. 64-65. At the close of this meeting, these identified solutions must be entered into the school's staffing gap reporting template. *Id.* at p. 65. The procedure requires that this solution includes discussion of who will assume case management duties for the student if the student's annual IEP or triennial evaluation will be due during the vacancy. *Id.*
19. Following this meeting, the school's administration must create a Provisional Staffing Solution Plan ("PSSP") for each impacted student, which will outline the services, if any, to be delivered to the student during the vacancy. *Id.* The school will send a letter to the family of each impacted student communicating the information contained in the PSSP. *Id.*
20. Following the resolution of the vacancy, the school administrator will notify District of the resolution, certify that the resolution complies with IDEA and ECEA, and communicate the resolution to families. *Id.* at p. 66. Within two months of the resolution of the vacancy, District

will, for each impacted student, determine whether there is a need for compensatory services, and if necessary, develop a plan to deliver those services within one year of the date of determination. *Id.*

E. School and District Efforts to Address Vacancy

21. In late January 2025, two weeks after the start of the vacancy, Principal reached out to SEIS 1. *Interviews with Principal and SEIS 1.* During that conversation, SEIS 1 explained District’s procedures for addressing the vacancy of a special education teacher, and asked Principal to submit the Staffing Gap Reporting Form as quickly as possible. *Id.*
22. On February 25, 2025, SEIS 1 sent an email to Principal, noting that District had not yet received a Staffing Gap Reporting form, and encouraging him to submit the form as soon as possible so that District could begin work on addressing the vacancy. *Exhibit K*, p. 44. The next morning, Principal responded, stating that he had just submitted the form. *Id.*
23. Following the submission of School’s vacancy form, District and School created a Staffing Gap Reporting Template, a document which identified all students affected by Teacher’s vacancy, as well as the services those students were to receive. *Exhibit U.*
24. At the time District received School’s vacancy form, the floating special education teachers that District typically assigns to address staff vacancies were already assigned to other District schools and could not cover the vacancy at School. *Interviews with SEIS 1 and 2.* SEIS 2 stated that District’s assignment of floating special education staff operates on a first-come-first-served basis and does not prioritize assignments to schools with fewer non-vacant special education staff positions. *Interview with SEIS 2.*
25. District did not hold the solutions identification meeting required by its vacancy policy. *Exhibit V.* The section of the Staffing Gap Reporting Template where solutions identified during that meeting were to be recorded per District procedure is blank. *Exhibit U.*
26. School and District created PSSPs for each student identified as being impacted by the vacancy. *Exhibit A; Exhibits F-1 through F-10.* These PSSPs identified that these students would not be provided SDI during the vacancy and that District was unable to make an offer of FAPE to these students at the time of the PSSPs’ creation. *Id.* In addition, the PSSPs identify that annual IEP review meetings will be due for eight identified students during the expected timeline of the vacancy, but that no case manager has yet been identified to oversee such meetings. *Id.*
27. In April 2025, SEIS 1 identified a private contractor (“Contract Case Manager”) who had provided interim case management services for District in the past. *Interview with SEIS 1.* On April 9, SEIS 1 sent an email introducing Principal and Contract Case Manager, encouraging them to “connect around possible supports to get some IEPs into compliance.” *Exhibit K*, p. 34.

28. Following a conversation between Principal and Contract Case Manager in April 2025, Contract Case Manager sent an email on April 25 outlining the scope of work she had agreed to perform at School. *Id.* at p. 42. In that email, she stated that she would be conducting academic observations of affected students, overseeing any necessary transition IEPs, and providing case management services for IEP meetings for affected students. *Id.*
29. On April 29, Principal sent an email to a District financial specialist, requesting approval of Contract Case Manager's contract. *Id.*
30. That day, Principal contacted Parent's advocate ("Advocate"), introducing Contract Case Manager and stating she would be managing Student A's upcoming IEP meeting. *Id.* at p. 20.
31. On April 30, the financial specialist requested additional information from Principal and Contract Case Manager to be able to process the contract, and stated that Contract Case Manager could not begin work until the contract was approved. *Id.* at p. 38.
32. Efforts to approve and execute Contract Case Manager's contract continued through the next month, with a May 24 email from SEIS 1 to Parent indicating that District was still hoping to assign Contract Case Manager to manage an IEP meeting for Student A. *Id.* at p. 28.
33. On June 3, SEIS 1 stated in an email to Advocate that the contract with Contract Case Manager "was not able to go through," but that he was able to find a District special education teacher to oversee Student A's IEP meeting. *Id.* at p. 25.
34. Prior to the start of the 2025-2026 school year, School hired a new special education teacher, who has assumed responsibility for SDI to Students. *Interviews with Parent, Principal, Math Teacher, and Dean.*

F. Impact on Students

35. From January 15, 2025 through the end of the 2024-2025 school year (the "Vacancy"), District concedes that Students at School did not receive the SDI outlined in their IEPs, that their progress reports for annual IEP goals were neither created nor provided to their parents, and that their IEP review meetings did not occur. *Response*, pp. 2-3.

Student A

36. Student A attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit F.*
37. Student A's IEP required that Student A receive 60 minutes of direct SDI per week in math, 60 minutes of direct SDI per week in reading, and 60 minutes of direct SDI in self-determination. *Exhibit A*, p. 33.

38. Student A's IEP required that reports on progress toward his annual goals be sent home with school-wide quarterly report cards. *Id.* at p. 26.
39. Student A's IEP was due for an annual review meeting on or before April 29, 2025. *Id.* at p. 1. Student A's IEP was reviewed at an IEP meeting on August 4, 2025. *Exhibit 6, Exhibit V.*
40. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student A with 1,080 minutes of direct SDI in math, 1,080 minutes of direct SDI in reading, and 1,080 minutes of direct SDI in self-determination, (b) did not provide progress reports on Student A's annual goals, and (c) did not ensure that Student A's IEP was reviewed at least annually.

Student B

41. Student B attended School during the 2024-2025 school year, including 17 weeks of school between January 15, 2025 and his graduation on May 23, 2025. *Exhibit N.*
42. Student B's IEP dated January 23, 2024 required that he receive 180 minutes of direct SDI per week in math and 180 minutes of direct SDI per week in reading. *Exhibit P-1, p. 14.*
43. Student B's IEP required that reports on progress toward his annual goals be sent home semesterly. *Id.* at p. 10.
44. Student B's IEP was due for an annual review meeting on or before January 22, 2025. *Id.* at p. 1. Student B's IEP was not reviewed between January 23, 2024 and his graduation on May 23, 2025. *Exhibit N.*
45. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student B with 3,060 minutes of direct SDI in math and 3,060 minutes of direct SDI in reading, (b) did not provide progress reports on Student B's annual goals, and (c) did not ensure that Student B's IEP was reviewed at least annually.

Student C

46. Student C attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N.*
47. Student C's IEP dated February 27, 2024 required that she receive 180 minutes of direct SDI per week in math and 180 minutes of direct SDI per week in reading. *Exhibit P-2, p. 14.*
48. Student C's IEP required that reports on progress toward her annual goals be sent home semesterly. *Id.* at p. 9.
49. Student C's IEP was due for an annual review meeting on or before February 26, 2025. *Id.* at p. 1. Student C's IEP has not been reviewed since February 2024. *Exhibit V.*

50. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student C with 3,240 minutes of direct SDI in math and 3,240 minutes of direct SDI in reading, (b) did not provide progress reports on Student C's annual goals, and (c) did not ensure that Student C's IEP was reviewed at least annually.

Student D

51. Student D attended School from the start of the 2024-2025 school year through November 7, 2024, at which time he enrolled in another District school. *Exhibit N*.

52. Based on these facts, the CDE finds that Student D did not attend School during the Vacancy.

Student E

53. Student E attended School from the start of the 2024-2025 school year through August 27, 2024, at which time he enrolled in another District school. *Exhibit N*.

54. Based on these facts, the CDE finds that Student E did not attend School during the Vacancy.

Student F

55. Student F attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N*.

56. Student F's IEP dated May 30, 2024 required that he receive 180 minutes of direct SDI per week in math, 300 minutes of direct SDI per week related to coping skills, 30 minutes per month of indirect services in math, and 30 minutes per month of indirect services related to coping skills. *Exhibit P-5*, pp 28-29.

57. Student F's IEP required that reports on progress toward his annual goals be sent home at the end of each grading period. *Id.* at p. 22.

58. Student F's IEP was due for an annual review meeting on or before May 29, 2025. *Id.* at p. 1. Student F's IEP has not been reviewed since May 2024. *Exhibit V*.

59. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student F with 3,240 minutes of direct SDI in math, 5,400 minutes of direct SDI in coping skills, 150 minutes of indirect SDI in math, and 150 minutes of indirect SDI in coping skills, (b) did not provide progress reports on Student F's annual goals, and (c) did not ensure that Student F's IEP was reviewed at least annually.

Student G

60. Student G attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N*.

61. Student G's IEP dated February 26, 2024 required that she receive 180 minutes of direct SDI per week in reading and 60 minutes of indirect SDI per week in math. *Exhibit P-6*, p. 13.
62. Student G's IEP required that reports on progress toward her annual goals be sent home semesterly. *Id.* at p. 8.
63. Student G's IEP was due for an annual review meeting on or before February 25, 2025. *Id.* at p. 1. Student G's IEP was reviewed at an IEP meeting on August 28, 2025. *Exhibit V*.
64. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student G with 3,240 minutes of direct SDI in reading and 1,080 minutes of indirect SDI in math, (b) did not provide progress reports on Student G's annual goals, and (c) did not ensure that Student G's IEP was reviewed at least annually.

Student H

65. Student H attended School from the start of the 2024-2025 school year through December 12, 2024, at which time he withdrew from School. *Exhibit N*.
66. Based on these facts, the CDE finds that Student H did not attend School during the Vacancy.

Student I

67. Student I attended School from the start of the 2024-2025 school year through January 10, 2025, at which time she withdrew from School. *Exhibit N*.
68. Based on these facts, the CDE finds that Student I did not attend School during the Vacancy.

Student J

69. Student J attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N*.
70. Student J's IEP dated October 17, 2024 required that he receive 180 minutes of direct SDI per week in math and 180 minutes of direct SDI per week in reading. *Exhibit P-9*, p. 13.
71. Student J's IEP required that reports on progress toward his annual goals be sent home semesterly. *Id.* at p. 9.
72. Student J's IEP was due for an annual review meeting on or before October 16, 2025. *Id.* at p. 1. Student J's IEP was reviewed at an IEP meeting October 7, 2025. *Exhibit H*.
73. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student J with 3,240 minutes of direct SDI in math and 3,240 minutes of direct SDI in reading, (b) did not provide progress reports on Student J's annual goals, and (c) ensured that Student J's IEP was reviewed at least annually.

Student K

74. Student K attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N*.
75. Student K's IEP dated February 20, 2024 required that he receive 60 minutes of direct SDI per week in math, 120 minutes of direct SDI per week in reading, 100 minutes of direct SDI per month in executive functioning, and 300 minutes of indirect SDI per year for consultation and collaboration with other instructors. *Exhibit P-10*, pp. 21-22.
76. Student K's IEP required that reports on progress toward his annual goals be sent home at the end of each grading period. *Id.* at pp. 14.
77. Student K's IEP was due for an annual review meeting on or before February 19, 2025. *Id.* at p. 1. Student K's IEP has not been reviewed since February 2024. *Exhibit V*.
78. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student K with 1,080 minutes of direct SDI in math, 2,160 minutes of direct SDI in reading, 500 minutes of direct SDI in executive functioning, and 146 minutes of indirect SDI for consultation, (b) did not provide progress reports on Student K's annual goals, and (c) did not ensure that Student K's IEP was reviewed at least annually.

Student L

79. Student L attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N*.
80. Student L's IEP dated May 3, 2024 required that he receive 700 minutes of direct SDI per month in math and 700 minutes of direct SDI per month in reading. *Exhibit P-11*, p. 16.
81. Student L's IEP required that reports on progress toward his annual goals be sent home at the end of each grading period. *Id.* at p. 10.
82. Student L's IEP was due for an annual review meeting on or before April 29, 2025. *Id.* at p. 1. Student L's IEP has not been reviewed since May 2024. *Exhibit V*.
83. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student L with 3,500 minutes of direct SDI in math and 3,500 minutes of direct SDI in reading, (b) did not provide progress reports on Student L's annual goals, and (c) did not ensure that Student L's IEP was reviewed at least annually.

Student M

84. Student M attended School during the 2024-2025 school year, including 17 weeks of school between January 15, 2025 and her graduation on May 23, 2025. *Exhibit N*.

85. Student M's IEP dated March 4, 2024 required that she receive 180 minutes of direct SDI per week in math and 180 minutes of direct SDI per week in reading. *Exhibit P-12*, p. 16.
86. Student M's IEP required that reports on progress toward her annual goals be sent home semesterly. *Id.* at p. 11.
87. Student M's IEP was due for an annual review meeting on or before March 3, 2025. *Id.* at p. 1. Student M's IEP was not reviewed through an IEP meeting between January 23, 2024 and her graduation on May 23, 2025. *Exhibit N; Exhibit V.*
88. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student M with 3,060 minutes of direct SDI in math and 3,060 minutes of direct SDI in reading, (b) did not provide progress reports on Student M's annual goals, and (c) did not ensure that Student M's IEP was reviewed at least annually.

Student N

89. Student N attended School throughout the 2024-2025 school year, including 18 weeks of school between January 15, 2025 and the end of the 2024-2025 school year. *Exhibit N.*
90. Student N's IEP dated September 20, 2024 required that he receive 120 minutes of direct SDI per month in math and 120 minutes of direct SDI per month in reading. *Exhibit P-13*, p. 31.
91. Student N's IEP required that reports on progress toward his annual goals be sent home semesterly. *Id.* at p. 27.
92. Student N's IEP was due for an annual review meeting on or before September 19, 2025, after the Vacancy ended. *Id.* at p. 18.
93. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student N with 600 minutes of direct SDI in math and 600 minutes of direct SDI in reading, (b) did not provide progress reports on Student N's annual goals, and (c) ensured that Student N's IEP was reviewed at least annually.

Student O

94. Student O attended School during the 2024-2025 school year, including 17 weeks of school between January 15, 2025 and her graduation on May 23, 2025. *Exhibit N.*
95. Student O's IEP dated August 19, 2024 required that she receive 120 minutes of direct SDI per week in math, 120 minutes of direct SDI per week in reading, and 240 minutes per month of direct SDI in executive functioning. *Exhibit P-14*, p. 18.
96. Student O's IEP required that reports on progress toward annual goals be sent home but did not specify a frequency. *Id.* at p. 14.

97. Student O’s IEP was due for an annual review meeting on or before August 18, 2025, after the Vacancy ended. *Id.* at p. 11. Student graduated in May 2025, before this annual review was due. *Exhibit N.*

98. Based on these facts, the CDE finds that during the Vacancy District: (a) did not provide Student O with 2,040 minutes of direct SDI in math, 2,040 minutes of direct SDI in reading, and 4,080 minutes of direct SDI in executive functioning, (b) did not provide progress reports on Student O’s annual goals, and (c) ensured that Student O’s IEP was reviewed at least annually.

Impacted Students Overall

99. In summary, the CDE finds that eleven of the fifteen Students—Students A-C, Students F-G, and Students J-O (collectively, “Impacted Students”)—attended School during the Vacancy, did not receive the SDI outlined in their respective IEPs, and did not have periodic reports on progress for annual goals provided to their parents. The CDE also finds that of the eleven Impacted Students, eight—Students A-C, Students F-G, and Students K-M (collectively, “Overdue Students”)—had IEPs whose annual review was required, but not conducted, during the Vacancy. Of the eight Overdue Students, four—Students C, F, K, and L (collectively, “Unreviewed Students”)—have still not received an IEP review meeting as of the date of this Decision.

CONCLUSIONS OF LAW

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

Conclusion to Allegation No. 1: District did not fully implement the IEPs of Impacted Students during the Vacancy—from January 15, 2025 through the end of the 2024-2025 school year—as required by 34 C.F.R. § 300.323. This resulted in a denial of FAPE.

Complainant’s concern is that due to a special education teacher vacancy, Impacted Students did not receive the SDI outlined in their IEP, and District did not provide reports on progress toward annual goals to their parents. (FF #s 10, 15, 35-99).

A. IEP Implementation: 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 school 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.* at § 300.323(c)(2).

The IDEA does not excuse noncompliance with IEP implementation due to staff shortages. *E.g.*, *El Paso Cty. Sch. Dist. 20*, 122 LRP 39732 (SEA CO 6/5/22) (finding an ongoing obligation to provide FAPE pursuant to a student’s IEP during a staffing shortage); *See also In re: Student with a Disability*, 121 LRP 38674 (SEA KS 10/20/21) (finding an ongoing obligation to provide FAPE pursuant to a student’s IEP during a staffing shortage); *See also Denver Public Sch.*, 124 LRP 15404 (SEA CO 5/2/2024); *Denver Public Sch.*, 124 LRP 34377 (SEA CO 1/19/2024); *Academy Sch. Dist. 20*, 124 LRP 34397 (SEA CO 3/22/2024).

To satisfy its implementation obligation, a school district must ensure that each teacher and related services provider 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.” 34 C.F.R. § 300.323(d).

B. IEP Accessibility

The CDE must first determine whether District satisfied its obligation under 34 C.F.R. § 300.323(d). There is no indication from the Record that the providers at School were unaware of their responsibilities under Students’ IEPs. While Teacher, the case manager for Students, was at School, he took steps to ensure that other School staff were aware of their responsibilities under Students’ IEPs and made IEP information available to them. (FF # 9). Thus, the CDE finds and concludes that District complied with the requirements of 34 C.F.R. § 300.323(d).

C. Implementation of Specially Designed Instruction

Here, School did not have a licensed special education instructor during the Vacancy. (FF #s 7, 10). During this time, Students who were scheduled to receive pull-out SDI services instead remained in the general education classroom, and they did not receive any SDI. (FF # 15). School took some steps to provide non-specialized support to Impacted Students, including providing them with support from Dean and School’s math fellows, but the support provided by these staff members was not SDI. (FF #s 13-14). Overall, District did not provide SDI to Impacted Students during the Vacancy. (FF # 99). Accordingly, the CDE finds and concludes that District did not comply with 34 C.F.R. § 300.323(d).

D. Implementation of Progress Monitoring

Here, District did not provide periodic reports on progress to the parents of Impacted Students during the Vacancy. (FF # 35-99). Accordingly, the CDE finds and concludes that District did not comply with 34 C.F.R. §300.323(d).

E. Materiality of Noncompliance

Where the definition of a FAPE specifically references delivery of special education and related services consistent with an IEP, the failure to implement an IEP can result in a denial of a FAPE. 34 C.F.R. § 300.17; ECEA Rule 2.19. However, not every deviation from an IEP's requirements results in a denial of a FAPE. *See, e.g., L.C. and K.C. v. Utah State Bd. of Educ.*, 125 Fed. App'x 252, 260 (10th Cir. 2005) (holding that minor deviations from the IEP's requirements which did not impact the student's ability to benefit from the special education program did not amount to a "clear failure" of the IEP); *T.M. v. Dist. of Columbia*, 64 IDELR 197 (D.D.C. 2014) (finding "short gaps" in a child's services did not amount to a material failure to provide related services).

Thus, a "finding that a school district has failed to implement a requirement of a child's IEP does not end the inquiry." *In re: Student with a Disability*, 118 LRP 28092 (SEA CO 5/4/18). Instead, "the SCO must also determine whether the failure was material." *Id.* Courts will consider a case's individual circumstances to determine if it will "constitute a material failure of implementing the IEP." *A.P. v. Woodstock Bd. of Educ.*, 370 Fed. App'x 202, 205 (2d Cir. 2010).

The omission of a "material," "essential," or "significant" provision of a student's IEP amounts to a denial of a FAPE. *See, e.g., Van Duyn ex rel. Van Duyn v. Baker Sch. Dist. 5J*, 502 F.3d 811, 822 (9th Cir. 2007) (concluding consistent with "sister courts . . . that a material failure to implement an IEP violates the IDEA"); *Neosho R-V Sch. Dist. v. Clark*, 315 F.3d 1022, 1027 (8th Cir. 2003) (holding that failure to implement an "essential element of the IEP" denies a FAPE); *Houston Indep. Sch. Dist. v. Bobby R.*, 200 F.3d 341, 349 (5th Cir. 2000) (ruling that failure to implement the "significant provisions of the IEP" denies a FAPE).

"A material failure occurs when there is more than a minor discrepancy between the services a school provides to a disabled child and the services required by the child's IEP." *Van Duyn ex rel. Van Duyn v. Baker Sch. Dist. 5J*, 502 F.3d 811, 822 (9th Cir. 2007). The materiality standard "does not require that the child suffer demonstrable educational harm in order to prevail. However, the child's educational progress, or lack of it, may be probative of whether there has been more than a minor shortfall in the services provided." *Id.*

Here, Impacted Students did not receive any SDI during the Vacancy—a period spanning more than four months, and almost an entire semester. (FF #s 10, 15, 35-99). The provision of SDI is an "essential element of the IEP." *See Neosho R-V Sch. Dist.*, 315 F.3d at 1027. Indeed, this lapse here constitutes "more than a minor discrepancy" from the requirements of the IEPs. (FF #s 35-99). Likewise, Impacted Students' progress toward annual goals was not reported, which is also "more than a minor discrepancy" from the requirements of the IEPs. (FF #s 15, 35-99). For these reasons, the CDE finds and concludes that the noncompliance is material and results in a denial of FAPE.

F. Compensatory Services

Compensatory services are an equitable remedy intended to place a student in the same position he would have been in if not for noncompliance. *Reid v. Dist. of Columbia*, 401 F.3d 516, 518 (D.C. Cir. 2005). Compensatory services need not be an "hour-for-hour calculation." *Colo. Dep't of Ed.*,

118 LRP 43765 (SEA CO 6/22/18). The guide for any compensatory award should be the stated purposes of the IDEA, which include providing children with disabilities a FAPE that meets the particular needs of the child, and ensuring children receive the services to which they are entitled. *Ferren C. v. School District of Philadelphia*, 612 F.3d 712, 717-18 (3d Cir. 2010).

Here, Impacted Students' IEP teams determined that they would benefit from the SDI services outlined in their IEPs. (FF #s 37-99). During the Vacancy, District did not provide SDI or measure progress on annual goals for Impacted Students. (FF #s 15, 35, 99). As a result of District's nonmeasurement of annual goals, the CDE is unable to calculate the full impact of the Vacancy. Accordingly, the CDE finds and concludes that compensatory services are necessary to restore Impacted Students to the position they would be in had the noncompliance not occurred.

Conclusion to Allegation No. 2: District did not review the IEPs of Overdue Students at least annually during the Vacancy—from January 15, 2025 through the end of the 2024-2025 school year—as required by 34 C.F.R. § 300.324(b)(1)(i). This resulted in a denial of FAPE.

Complainant's concern is that District did not convene IEP meetings to review Students' IEPs during the Vacancy. (FF #s 10, 15, 35-99).

A. Legal Requirements for Annual IEP Review

The IDEA requires a school to offer an IEP reasonably calculated to enable a child to make progress appropriate in light of the child's circumstances. *Andrew F. ex rel. Joseph F. v. Douglas Cty. Sch. Dist. RE-1*, 580 U.S. 386, 399 (2017). The IDEA does not promise a particular educational or functional outcome for a student with a disability, but it does provide a process for reviewing an IEP to assess achievement and revising the program and services, as necessary, to address a lack of expected progress or changed needs. *Id.* at 400. To that end, school districts have an affirmative duty to review and revise a student's IEP at least annually. 34 C.F.R. § 300.324(b).

B. Annual Reviews for Overdue Students

Here, for each of the eight Overdue Students, District did not review and revise, as appropriate, their IEPs within one year of the previous review (i.e., at least annually). (FF #s 40, 45, 50, 59, 64, 78, 83, 88). Accordingly, the CDE finds and concludes that District did not comply with 34 C.F.R. § 300.324(b)(1)(i).

C. Procedural and Substantive Noncompliance

Procedural noncompliance of the IDEA may result in a denial of FAPE only to the extent that it (1) impeded the child's right to a FAPE, (2) significantly impeded the parent's opportunity to participate in the decision-making process, or (3) caused a deprivation of educational benefit. 34 C.F.R. § 300.513(a)(2); see *Knable ex rel. Knable v. Bexley City School Dist.*, 238 F.3d 755, 765-66 (6th Cir. 2001).

Here, of the eight Overdue Students, two—Student A and Student G—have since had their IEPs reviewed and revised, on August 4, 2025 and August 28, 2025, respectively. (FF # 40, 64). Two of the Overdue Students—Student B and Student M—graduated and are no longer enrolled in District. (FF #s 45, 88). The four remaining Overdue Students—Students C, F, K, and L—have IEPs that remain out of compliance. (FF #s 50, 59, 78, 83, 99). When a child’s IEP is not subject to periodic review and revision through the IEP process, there is no opportunity to address any lack of expected progress toward annual goals or the child’s changed needs. Accordingly, the CDE finds and concludes that this impeded the right to a FAPE for Overdue Students C, F, K, and L and caused a deprivation of education benefit.

Moreover, because District did not measure or report Overdue Students’ progress toward annual goals, Parents lacked the information necessary to ensure that Overdue Students’ IEPs enabled them to receive a FAPE. Accordingly, the CDE finds and concludes that this significantly impeded Overdue Students’ parents opportunity to participate in the decision-making process.

Systemic IDEA Noncompliance: This investigation demonstrates noncompliance that is systemic in nature and will likely impact the future provision of services for all children with disabilities in the District if not corrected. 34 C.F.R. § 300.151(b)(2).

Pursuant to its general supervisory authorities, the CDE must also consider and ensure the appropriate future provision of services for all IDEA-eligible students in the BOCES. 34 C.F.R. § 300.151(b)(2). Indeed, the U.S. Department of Education has emphasized that the state complaint procedures are “critical” to the State Enforcement Agency’s “exercise of its general supervision responsibilities” and serve as a “powerful tool to identify and correct noncompliance with Part B.” *Assistance to States for the Education of Children with Disabilities and Preschool Grants for Children with Disabilities*, 71 Fed. Reg. 46601 (Aug. 14, 2006).

Here, the Record indicates that District’s noncompliance is not systemic with respect to IEP implementation. This was the direct result of District’s inability to adequately address the special education teacher vacancy at School. Unfortunately, challenges with special education staffing extend beyond individual school buildings—they are widespread issues affecting districts and states across the country. The CDE recognizes that District has developed a procedure to track and address special education staff vacancies. (FF #s 16-20). This procedure provides a framework by which District can respond to vacancies like the one identified in this Decision.

In some respects, this noncompliance arose from departures from the intended application of District’s vacancy procedure. For example, it took Principal two weeks to report the vacancy to District, and nearly another month to complete the Staffing Gap Reporting Form required by the vacancy procedure. (FF #s 21-22.) Moreover, the vacancy procedure requires that a team convene to identify and record potential solutions to the vacancy, including those which do not constitute an offer of FAPE but mitigate any educational impact for affected students. (FF # 18). The Record indicates that this meeting was not held, and these potential solutions were not recorded as required by the policy. (FF # 25).

In other respects, this noncompliance arose from factors outside of District's direct control. When School's request for assistance with their vacancy was submitted, all of District's floating special education teachers were already assigned to other District schools. (FF # 24). Likewise, although District and School worked to hire Contract Case Manager to conduct annual reviews of Students' IEPs, the contract was ultimately unable to be approved. (FF #s 27-33).

Nevertheless, to ensure future compliance with IEP implementation for all students with disabilities in District, particularly given that challenges with special education staffing are pervasive across the country, the CDE will order a remedy designed to ensure appropriate staff here, including building leaders and District-level special education staff, understand their responsibilities under the vacancy procedure.

With respect to annual review of IEPs, the Record indicates that District's noncompliance is systemic. Though District's procedure requires teams to consider how to ensure that students' IEPs will be reviewed in a timely manner, it does not address the prompt correction of out-of-date IEPs once the vacancy is resolved. (FF # 20). Indeed, despite the resolution of School's vacancy more than two months prior to the issuance of this Decision, four Students' IEPs remain out of compliance with IDEA's requirement for annual review. (FF #s 49, 58, 77, 82). The CDE will order a remedy to ensure future compliance in this respect for all students with disabilities in District.

REMEDIES

The CDE concludes that District did not comply with the following IDEA requirements:

1. Full implementation of Students' IEPs, as required by 34 C.F.R. § 300.323, and
2. Ensuring that Students IEPs are reviewed periodically, but not less than annually, as required by 34 C.F.R. § 300.324(b)(1).

To demonstrate compliance, District is ORDERED to take the following actions:

1. Corrective Action Plan

- a. By **Monday, December 1, 2025**, District shall submit to the CDE a corrective action plan ("CAP") that adequately addresses the noncompliance noted in this Decision. The CAP must effectively address how the cited noncompliance will be corrected so as not to recur as to Student and all other students with disabilities for whom District is responsible. The CDE will approve or request revisions that support compliance with the CAP. Subsequent to approval of the CAP, the CDE will arrange to conduct verification activities to confirm District's timely correction of the areas of noncompliance.

2. Final Decision Review

- a. Special Education Director, all Assistant Special Education Directors, all District SEIS staff, and all District principals must each read this Decision in its entirety, as well as review the requirements of 34 C.F.R. §§ 300.323 and 300.324 by **Monday, December 8, 2025**. If these individuals are no longer employed by the District, the District may substitute individuals occupying identical roles to demonstrate compliance with this remedy. A signed assurance that this information has been read and reviewed must be provided to the CDE by **Friday, December 12, 2025**.

3. Creation of Procedure

- a. District must develop written procedures regarding its obligation to review and revise IEPs which have not been subject to an IEP review meeting for more than one calendar year. This procedure must be consistent with 34 C.F.R. §300.324(b)(1).
 - i. At a minimum, these procedures must:
 - 1. Outline an expectation that case managers maintain awareness of the annual IEP review due dates for each student on their case load, and that case managers establish a practice of timely scheduling IEP meetings.
 - 2. Provide a mechanism for District-level special education staff to be notified when an IEP has not been reviewed for more than one calendar year once the due date has passed.
 - 3. Require the student's case manager, or another member of school or District staff in the event of case manager vacancy, to provide a written statement to the SEIS assigned to the school explaining the reason an IEP review meeting has not been convened. Such a statement must be submitted by the first day of each month until the annual review has taken place. The SEIS must review these statements within ten days of submission. All such statements beginning with the fourth month of noncompliance must be reviewed by the Special Education Director.
- b. The District's draft procedure must be submitted to the CDE for review and approval by **Friday, January 16, 2026**. The CDE will approve the draft procedure, approve it with modifications, or reject it by **Friday, January 30, 2026**.
- c. Upon approval, the District must ensure that all special education coordinators/administrators, case managers, and special education teachers in the District receive a copy of the new procedures no later than **Friday, February 20, 2026**.

- i. Evidence that the procedures were shared with staff, such as a copy of the email sent, must be provided to the CDE no later than **Friday, February 27, 2026**.
- d. Additionally, by **Friday, March 27, 2026**, Special Education Director must meet with all District SEIS staff to review and provide training on the new procedure. This meeting shall also discuss how coordinators plan to review the new procedure with special education staff within their zones.
 - i. Evidence that the meeting occurred, such as a copy of a sign-in sheet and an agenda, must be provided to the CDE no later than **Friday, April 10, 2026**. Along with the evidence, the District must provide a written summary of all District SEIS staff plan(s), including dates, times, and locations of each planned meeting, for reviewing the procedure with special education staff within their zones.
- e. No later than one week after coordinators have completed their plan, the District shall submit evidence that all District SEIS staff shared the procedure with special education staff within their zones. Such evidence must include the dates, locations, and names of attendees at each meeting.

4. Training on District Vacancy Procedure

- a. By **Friday, January 16, 2026**, SEIS 2, or another member of District staff similarly familiar with District's special education teacher vacancy procedure, must meet with all District principals and all District SEIS staff to review and provide training on the vacancy procedure.
 - i. Evidence that the meeting occurred, such as a copy of a sign-in sheet and an agenda, must be provided to the CDE no later than **Friday, January 30, 2026**.

5. Compensatory Education Services

- a. Impacted Students (Students A-C, F-G, and J-O) shall receive direct compensatory SDI by a licensed specialized education teacher selected by the District in the amounts listed below⁴.
 - i. Student A shall receive 378 minutes of direct SDI in reading, 378 minutes of direct SDI in math, and 378 minutes of direct SDI in self-determination.

⁴ The determination of this service minute allocation was made by assigning 35% of the missed service minutes, which are described in Section F of the Findings of Fact.

- ii. Student B shall receive 1,071 minutes of direct SDI in reading, and 1,071 minutes of direct SDI in math.
 - iii. Student C shall receive 1,134 minutes of direct SDI in reading, and 1,134 minutes of direct SDI in math.
 - iv. Student F shall receive 1,134 minutes of direct SDI in math, 1,890 minutes of direct SDI in coping skills and 105 minutes of indirect consultative services related to math and coping skills.
 - v. Student G shall receive 1,134 minutes of direct SDI in reading, and 378 minutes of indirect consultative services related to math.
 - vi. Student J shall receive 567 minutes of direct SDI in reading, and 567 minutes of direct SDI in math.
 - vii. Student K shall receive 756 minutes of direct SDI in reading, 378 minutes of direct SDI in math, 175 minutes of direct SDI in executive functioning, and 51 minutes of indirect consultative services related to reading, math, and executive functioning.
 - viii. Student L shall receive 1,225 minutes of direct SDI in reading, and 1,225 minutes of direct SDI in math.
 - ix. Student M shall receive 1,071 minutes of direct SDI in reading, and 1,071 minutes of direct SDI in math.
 - x. Student N shall receive 210 minutes of direct SDI in reading, and 210 minutes of direct SDI in math.
 - xi. Student O shall receive 714 minutes of direct SDI in reading, 714 minutes of direct SDI in math, and 1,428 minutes of direct SDI in executive functioning.
- b. Direct instructional services described in this section may be provided by any licensed special education teacher selected by District, whether that provider is a District employee or not. Indirect consultative services described in this section must be provided by a licensed special education teacher employed by District.
- c. By **Monday, December 8, 2025**, District shall submit to the CDE for review a draft letter to be sent to the parents of each Impacted Student. This letter shall notify parents that their student was identified in a recent state complaint decision (with information on where to find the decision) as a student who requires compensatory services as a result of District's noncompliance as identified in the decision.

- i. This may be a form letter, but it must include an individualized section indicating the services the Impacted Student did not receive during the Vacancy.
 - ii. The letter must include a section requiring parents of each Impacted Student to sign, acknowledging their receipt of the letter and understanding of its contents.
 - iii. The letter must include a section requiring parents of each Impacted Student to consent or opt out of the compensatory education services.
 - iv. The CDE will approve the draft letter, approve it with modifications, or reject it by **Monday, December 15, 2025.**
- d. By **Monday, December 22, 2025,** District shall send the approved letter to the parents of Impacted Students.
 - i. The District must translate the approved letter as necessary to provide it to any parents with limited English proficiency in their native language.
 - ii. The District must send the letter via both email (if the parent has an email address) and postal mail.
 - iii. The District must simultaneously submit a signed assurance to the CDE that the approved letters were sent to Students' Parents, along with a list of Students' Parents' names, students' names, contact information, and the date that the letter was sent to each.
 - iv. If an Impacted Student no longer attends any District school or program, the District must make reasonable efforts to contact parents using any last known numbers or email addresses to verify the parents' current contact information.
 - v. If District is unable to reach parents whose student no longer attends a school in the District, the District will be excused from delivering compensatory services for that student, provided that District diligently attempts to reach parents and documents such efforts consistent with 34 C.F.R. § 300.322(d). A determination that District diligently attempted to contact parents whose student no longer attends a District school, and should thus be excused from providing compensatory services, rests solely with the CDE.
- e. By **Monday, January 12, 2026,** Parents of Impacted Students shall provide written consent for the provision of compensatory services to District. If Parents do not

provide written consent for services by this date, District will be excused from providing compensatory services.

- i. By **Friday, January 16, 2026**, District shall provide the written consent forms to the CDE Special Education Monitoring and Technical Assistance Consultant.
- f. District shall schedule compensatory services in collaboration with each parent who has consented to compensatory services (“Consenting Parents”). The District shall submit the schedule of compensatory services to the CDE by **Friday, February 13, 2026**.
 - i. If District and any Consenting Parent cannot agree to a schedule by **Friday, February 13, 2026**, District and that Consenting Parent must meet either in person or via video conference to resolve scheduling complications by **Friday, February 27, 2026** and submit the schedule by **Friday, March 6, 2026**.
 - ii. If District and any Consenting Parent cannot agree to a scheduled by **Friday, March 6, 2026**, District must submit to CDE all documentation evidencing diligent attempts to schedule the compensatory services in collaboration with that/those Consenting Parent(s), including but not limited to copies of correspondence sent to Consenting Parent(s) and any responses received (such as e-mails), contact logs (such as records of telephone calls made or attempted, and the results of those calls), and meeting notes, by **Friday, March 13, 2026**.
 - iii. By **Friday, March 20, 2026**, CDE will, in its sole discretion, either Determine the schedule for compensatory services or determine that District is excused from providing the compensatory services.
- g. Consenting Parents may at any time opt out of some or all of the remaining compensatory services. In such case, the District shall submit evidence of Consenting Parents’ written request to opt out of the compensatory services.
- h. To verify that Impacted Students received the services required by this Decision, the District must submit logs to the CDE by **Monday, October 12, 2026**. The name and title of the provider, as well as the date, the duration, and a brief description of the service must be included in the service log.
- i. These compensatory services will be in addition to any services Impacted Students currently receive, or will receive, that are designed to advance them toward IEP goals and objectives. The direct compensatory services must be provided to Impacted Students outside of the regular school day (such as before and/or after

school, on weekends, or during school breaks) to ensure Impacted Students are not deprived of the instruction they are entitled to (including time in general education).

- j. If for any reason, including illness, Impacted Students are not available for any scheduled compensatory services, the District will be excused from providing the service scheduled for that session. If for any reason the District fails to provide a scheduled compensatory session, the District will not be excused from providing the scheduled service and must immediately schedule a make-up session in consult with Impacted Students' Parents, as well as notify the CDE of the change in the log.

6. Convening the IEP Team

- a. For each Unreviewed Student (Students C, F, K, and L), District shall convene the Student's IEP team, at a mutually agreeable date and time, by **Friday, December 19, 2025**. In consideration of all recent evaluations and the concerns identified in this Decision, Student's IEP team must review, and as appropriate, revise Student's annual goals consistent with 34 C.F.R. §§ 300.320 and 300.324.
 - i. If the parents of Unreviewed Students refuse to participate in the IEP meeting, District may convene a meeting without parents, provided District diligently attempts to secure parents' participation at a mutually agreeable time and place and documents such efforts. A determination that District diligently attempted to secure parents' participation rests solely with CDE. Regardless, unless Student is withdrawn from District, District must still convene the Student's IEP team.
 - ii. By **Friday, January 10, 2026**, District must provide notice of the IEP meeting, proof the meeting was scheduled at a mutually agreeable date and time, proof of attendance of IEP Team members (such as a signature page), and a finalized IEP to the CDE. The IEP submitted for the CDE's review must include measurable goals to address Student's needs as described in this decision.

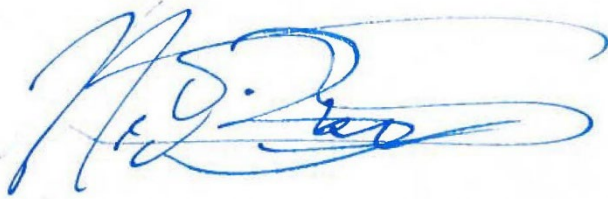
NOTE: CDE Special Education Monitoring and Technical Assistance Consultant will contact District with specific instructions for securely submitting the documentation detailed above. If District does not meet the timelines set forth above, it may adversely affect District's annual determination under the IDEA and subject District to enforcement action by the CDE.

CONCLUSION

The Decision of the CDE is final and is not subject to appeal. *CDE's State Complaint Procedures*, Section E, ¶ 2. 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. *Id.*; *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 October, 2025.

A handwritten signature in blue ink, appearing to read 'Nick Butler', is written over a horizontal line. The signature is stylized and cursive.

Nick Butler
State Complaints Officer

APPENDIX

Complaint, pages 1-9

- Exhibit 1: Release of Information
- Exhibit 2: Student A's April 2024 IEP
- Exhibit 3: School Contact Log for Student A
- Exhibit 4: Email from Principal to Parents (1/17/2025)
- Exhibit 5: District Special Education Teacher Vacancy Procedure
- Exhibit 6: Email from Complainant re: Review Meetings

Response, pages 1-4

- Exhibit A: Student A's IEP
- Exhibit B: Student A's Evaluation
- Exhibit C: n/a
- Exhibit D: n/a
- Exhibit E: n/a
- Exhibit F: Student A's Attendance Records
- Exhibit G: Student A's Progress Reports
- Exhibit H: District Calendar
- Exhibit I: School Contact Log for Student A
- Exhibit J: District Policies and Procedures
- Exhibit K: Correspondence
- Exhibit L: List of Staff with Knowledge
- Exhibit M: n/a
- Exhibit N: List of Students served by Teacher during the 2024-2025 school year, with enrollment dates
- Exhibit O: Attendance records for Students B through O
- Exhibit P: IEPs for Students B through O
- Exhibit Q: Service Logs for Students B through O
- Exhibit R: List of Teachers who Provided SDI to Students
- Exhibit S: PSSP for Student A
- Exhibit T: PSSPs for Students B through O
- Exhibit U: Staffing Gap Reporting Template
- Exhibit V: Email from District re: Review Meetings

Reply, pages 1-2

CDE Exhibits

- CDE Exhibit A: CDE Innovation Schools Description
- CDE Exhibit B: CDE Innovation Schools List

- CDE Exhibit C: School Application for Innovation Status
- CDE Exhibit D: School Enrollment Data
- CDE Exhibit E: List of Students

Telephone Interviews

- Dean: August 25, 2025
- Principal: August 25, 2025
- Parent and Complainant: August 27, 2025
- SEIS 2: August 28, 2025
- SEIS 1: September 16, 2025
- Math Teacher: September 17, 2025