

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

State Complaint SC2025-606
Pueblo School District 60

DECISION

INTRODUCTION

On September 19, 2025, the Parents (“Parents”) 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 Pueblo School District 60 (“District”). The Colorado Department of Education (“CDE”) determined that the Complaint identified three 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.

On September 26, 2025, upon agreement of the parties, the CDE extended the 60-day investigation timeline to allow the parties to participate in mediation consistent with 34 C.F.R. § 300.152(b)(1). The CDE was then notified that mediation was no longer being pursued and resumed the investigation on October 9, 2025.

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 September 19, 2024. Information prior to September 19, 2024 may be considered to fully investigate all allegations.

SUMMARY OF COMPLAINT ALLEGATIONS

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.

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. District did not fully implement Student’s Individualized Education Program (“IEP”) from May 2025 to present, including during extended school year services, because it:
 - 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 provide the applied behavior analysis services listed in the IEP, as required by 34 C.F.R. § 300.323(c).
2. District did not review and, as appropriate, revise Student’s IEP and BIP as required by 34 C.F.R. § 300.324(b), to address:
 - a. Student’s changing behavior needs from April 2025 to present;
 - b. Information about Student provided by Parents at an IEP team meeting on September 4, 2025.
3. District did not properly determine Student’s educational placement on or around October 16, 2025 because it did not ensure the placement decision was made by a group of persons that included Parent and others with knowledge of the Student, the meaning of the evaluation data, and the placement options, as required by 34 C.F.R. §§ 300.116, 300.321, 300.322, 300.327, and 300.501(c) and ECEA Rule 4.03(8).

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 eight years old and resides within District’s boundaries. *Exhibit 1*, p. 1. During the 2025-2026 school year, Student is a third grader at a District elementary school (“School”). *Id.*
2. Student is eligible for special education services as a child with multiple disabilities, including an autism spectrum disorder (“ASD”). *Id.* Student struggles with work refusal and self-injurious behaviors when presented with demands for non-preferred tasks.

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.

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

Interviews with Parents, District’s board certified behavior analyst (“District BCBA”) and Student’s special education teacher and case manager (“Case Manager”).

3. Student is a strong reader and a sweet child who is friendly with peers and siblings. *Id.*

B. District’s ABA Services

4. In September 2023, District hired a private company to provide applied behavior analysis (“ABA”) support for students. *Interview with District BCBA.* Their support, provided by District BCBA and several registered behavior technicians (“RBTs”), varied from training staff, collecting data on students, helping develop and implement behavior intervention plans (“BIPs”) and providing direct support to students. *Id.*
5. Over the course of the 2024-2025 school year, District BCBA’s team supported 126 students. *Id.* Their involvement was arranged through District’s exceptional student services department. *Id.* Before observing or serving students, they would have parents sign consent forms to permit support from a third party. *Id.; Response, p. 3.* During that time, ABA services were only mentioned in two IEPs, including for Student. *Interview with District BCBA.* The other child’s ABA services were written to end last year. *Id.* IEP teams decided as part of the special education process if these services are necessary for a specific child and if so, what those services would look like. *Interviews with District’s special education coordinator (“Coordinator”) and District’s assistant director of exceptional student services (“Assistant Director”).*
6. In July 2025, District hired District BCBA as an employee. *Response, p. 5; Interview with District BCBA.* Instead of serving students throughout the District, District BCBA now works at a center-based program, the intensive social emotional communication program (“ISEC Program”) at another elementary school. *Response, p. 6; Interview with District BCBA.* The ISEC Program includes District BCBA, a special education teacher and several other adults supervised by the teacher and District BCBA. *Response, p. 6.*

C. February IEP

7. Student’s annual IEP was developed at an IEP team meeting on February 20, 2025 (“February IEP”). *Exhibit A, p. 1.* At the time, District’s BCBA and RBTs had started working with Student in the classroom. *Id. at p. 25; Interviews with Case Manager and District BCBA.* Student also received ABA services at home with a private BCBA (“Private BCBA”) and RBTs who wanted to come into School to support her there. *Exhibit A, p. 25.* Student also received private speech and occupational therapy services at home. *Interview with Parents.*
8. The February IEP included a BIP to address Student’s aggressive behaviors which included hitting and scratching herself and others when presented with non-preferred tasks.

Exhibit A, p. 9. Scratching her head was the most common behavior, but she also hit herself in the head several times. *Interviews with Case Manager and District BCBA*.

9. During the IEP meeting in February, the IEP team discussed the ABA services Student was receiving from District and the progress she was making. *Interviews with the school psychologist for School ("School Psychologist") and Case Manager*. The IEP team agreed that those ABA services would continue for three hours per day, two days per week, when they drafted the IEP in February. *Interviews with School Psychologist, District BCBA, Case Manager and Parents*. The frequency and duration of the services was unique to Student and decided by the IEP team. *Id.* If the ABA services were not continuing, the IEP team would have needed to discuss whether additional support was needed. *Interview with School Psychologist*.
10. The embedded prior written notice ("PWN") from the February IEP team meeting said under other factors that Student "receive[d] direct instruction from the district BCBA and/or RBT" for "6 hours a week." *Exhibit A*, p. 25. The IEP did not indicate that the ABA services were rejected by the IEP team or being provided in addition to or outside of the offer of FAPE. *Id.* These services were individualized and being provided specifically to Student and not to any other Student's in her class. *Interviews with Case Manager and District BCBA*.
11. Student was scratching her face almost daily throughout the 2024-2025 school year. *Interview with Parents*. Student continued to have daily self-injurious behaviors, primarily scratching her face or hitting her head, with the six hours a week of ABA. *Interviews with Case Manager and District BCBA*.
12. In March, Parents asked to have Private BCBA and RBTs support Student at school for more of the day. *Exhibit N*, p. 26. Parents were concerned about Student continuing to harm herself at school. *Interview with Parents*. District convened a meeting on March 18 to discuss that request with Parents, Private BCBA and Coordinator. *Id.*; *Exhibit 6*. After gathering more information, Coordinator agreed to discuss the request with District's director of special education ("Director"). *Exhibit 6*. No decision was reached, and the discussion was tabled until the upcoming IEP team meeting. *Exhibit 6*.

D. April IEP

13. On April 3, 2025, an IEP team including Parents, their advocate, Coordinator, Case Manager, a general education teacher, a teacher of the visually impaired, a speech and language pathologist, School Psychologist, District BCBA, an RBT and Private BCBA met to review the February IEP. *Exhibit A*, p. 26; *Exhibit E*, pp. 2-3. The IEP team considered the results of a recent assessment as well as Parents' request for additional ABA and developed an amended IEP ("April IEP"). *Exhibit A*, pp. 26-28, 52.

14. Student's strengths included reading, which she enjoyed. *Exhibit A*, p. 29. Student's toys could be used to encourage her to start and complete work. *Id.* The April IEP included a summary of a 2024 evaluation and a review of her progress on prior goals. *Id.* at pp. 30-31. Her disabilities impacted her academics, task completion and behavior. *Id.* at p. 34.
15. According to the present levels section of the April IEP, Student was working directly with both District BCBA and RBTs. *Id.* at p. 33. The April IEP referred to them as "District BCBA" and "District RBT" and included what they shared at the meeting. *Id.* District BCBA noted that Student was not "comprehending concepts and ideas from a story that [was] shared with her." *Id.* The RBT was working on functional communication, including greetings, and increasing on-task behaviors and tolerance for work. *Id.* These are educational, not medical, services focused on increasing work completion and peer interactions. *Interview with CDE Content Specialist.*
16. The April IEP also included a BIP. *Exhibit A*, pp. 37-39. Per the BIP, Student was receiving ABA therapy at home from a private provider and at School through a "school contracted RBT." *Id.* at p. 37. Student scratched herself and others "when resistant or upset." *Id.* Student initially moved away from non-preferred tasks, but if those tasks continue[d] to be presented, Student might "engage in striking or scratching herself or others." *Id.* The BIP required that "all individuals providing direct instruction...have at least a rudimentary understanding of applied behavior analysis." *Id.* at p. 38.
17. The BIP included four setting event strategies to reduce the impact of setting events. *Id.* at pp. 37-38. It also included four antecedent strategies to decrease the likelihood that behaviors would occur. *Id.* These included a first then board, a visual reinforcement plan and sensory breaks. *Id.* The BIP also required teaching Student to request preferred items/activities with pictures and "increasing the latency time from when she wants an object or preferred activity to when she gets it." *Id.* "Discrete trial methods for earning reinforcement" would be used along with the antecedent strategies. *Id.* Finally, staff would use the term "gentle hands," consistent with home routines. *Id.* The BIP also included a plan to reinforce delayed gratification and desired behaviors. *Id.* Reinforcers could include edibles as well as "a change to a parallel activity when she communicates appropriately." *Id.* Reinforcement would be offered after certain periods if she refrained from physical aggression. *Id.* Attempts should be "made to provide reinforcement on a variable ratio," while mastered skills would be reinforced randomly. *Id.*
18. The April IEP included one goal each in the areas of self-determination, written expression, math, reading, self-regulation and expressive language. *Id.* at pp. 43-47. It also included 13 accommodations. *Id.* at p. 48.
19. The service delivery statement included services from a teacher of the visual impaired, a special education teacher, a speech pathologist and a nurse. *Id.* pp. 50-51. There was no mention of a BCBA or RBT. *Id.* Read in its entirety, the April IEP described educational, not medical, ABA services in the present levels and BIP and specified a schedule for those

services in the PWN. *Interview with CDE Content Specialist*. In reviewing the April IEP, a school psychologist would understand its offer of FAPE to include ABA services and thus question the omission of those services from the service delivery statement. *Id.*

20. The IEP team revisited the discussion about ABA services at the April IEP team meeting. *Interviews with Parents, District BCBA and School Psychologist*. As an alternative to having Private BCBA support Student at School, District proposed that District BCBA and his team start providing full-time services. *Id.*
21. The embedded PWN from April 3 indicated in other factors that District's ABA provider "could increase hours that are provided in the school" in response to Parents' request to have an RBT available for her full day. *Exhibit A*, pp. 52-53. At the time, the RBT was providing ABA therapy "2 days a week, 3 hours a day." *Id.* District's BCBA shared data showing that Student's behaviors were decreasing and indicated that services could be provided "all day every day." *Id.* "All day ABA through the School District [would] begin when [Student] attend[ed] Monday." *Id.* at p. 53. The District would also "follow up regarding district ABA support for ESY." *Id.* The IEP team would review Student's "needs at the beginning of the school year...to ensure documented needs [were] met." *Id.* District's position is that the ABA services were listed in the PWN instead of the service delivery grid because they were not a part of its offer of FAPE. *Response*, p. 8; *Interview with Assistant Director*. However, the IEP did not indicate that the ABA services were rejected by the IEP team or being provided in addition to or outside of the offer of FAPE. *Exhibit A*, p. 53. These services were individualized to Student's needs and provided directly to her to address her behaviors. *Id.* at p. 6. *Interview with District BCBA*.

E. 2024 IEP Accessibility to Teachers and Others

22. In District, case managers are responsible for ensuring that all providers are aware of their responsibilities under a student's IEP. *Interviews with School Psychologist and Assistant Director*. Generally, they contact all the special service providers to ensure they know about the services and goals they are supposed to provide. *Id.* Case managers also meet with general education teachers to discuss the goals they are working on and any accommodations or modifications the student will require. *Id.*
23. Case Manager generally meets with all providers face-to-face after any meetings. *Interview with Case Manager*. In this case, she reviewed the February IEP with all the paraprofessionals in her classroom. *Id.* She also provided copies of the IEP snapshot and the BIP to the paraprofessionals and Student's general education teacher. *Id.* Case Manager and District BCBA also had ongoing discussions with the paraprofessionals about how to support Student and what was and was not working. *Id.* This included after the April IEP team meeting. *Id.* Case Manager also shared the snapshot and BIP with the paraprofessionals and Student's general education teacher at the start of this year. *Id.*

F. 2024 IEP Provision of ABA Services

End of 2023-2024 School year

24. From May 1 to May 30, 2025, or eight weeks, Student received fulltime support from District's RBTs when she was present at School. *Response*, pp. 7-8. During that time, Student continued to exhibit self-injurious behaviors—primarily scratching and hitting her head—almost daily. *Interview with District BCBA*. However, the frequency of those behaviors decreased from 1.85% of her day to 1% of her day. *Id.*
25. District terminated the contract with their ABA provider on May 30, 2025. *Id.*; *Response*, p. 5. At that point, there was one school week, or four school days, left. *Exhibit L*, p. 1. Student was absent one of those days. *Exhibit G*, p. 1. Thus, the CDE finds that Student attended for three days across one week without support from District BCBA or RBTs. *Response*, p. 8.

Extended School Year

26. Student qualified for extended school year ("ESY") services to work on her social emotional and academic goals. *Exhibit A*, pp. 43-48. The PWN in the April IEP said the team would "follow up regarding district ABA support for ESY." *Id.* at p. 53.
27. District's ESY program started the Monday after school ended and lasted three hours per day until early July. *Interviews with School Psychologist and Coordinator*. The ESY program had special education teachers, paraprofessionals, an occupational therapist, a vision teacher and a speech and language pathologist. *Interview with Coordinator*. There was no ABA provider for ESY. *Id.*
28. District did not follow up with Parents about ABA services for ESY. *Interview with Parents*. District BCBA told Parents about the end of his contract. *Id.* Believing there would be no ABA at ESY, Parents did not send Student. *Id.* Instead, Student received ABA services from Private BCBA and her team for the summer. *Id.*

Start of 2024-2025 School Year

29. There was supposed to be an IEP team meeting before the start of school to talk to Parents about the end of District's ABA services. *Interview with Coordinator*. That meeting was never scheduled. *Id.* District did not provide Student with any alternative behavioral or mental health supports when the ABA services stopped. *Interviews with Coordinator, Assistant Director and Case Manager*.
30. When Parents brought Student for her first day on August 19, 2025, they asked Case Manager who Student's RBT was so they could meet them. *Interview with Parents*. Parents were told District no longer had ABA, but they would be scheduling a meeting to talk about it. *Id.*

31. Student started the year strong, with fewer behaviors than when the prior year ended. *Interview with Case Manager*. After a week or two, her behavior started to regress. *Interviews with Coordinator, Case Manager and Parents*. There is no data from the first month of school while everyone was getting situated, but in general, Student's behaviors had regressed to where she was at the end of the year. *Interview with Case Manager*.
32. Student started kicking, screaming, and refusing to get out of the vehicle at drop off. *Interview with Parents*. One day she destroyed her glasses and another day a case of her prescription food. *Id.* Finally, around September 11, she scratched her face and was bleeding. *Id.*
33. Parents took Student home early on September 15, which was the start of the fifth week and the 15th school day of the 2025-2026 school year. *Interviews with Parents and Case Manager; Exhibit L, p. 2; Exhibit G, p. 7; Exhibit N, p. 52*. Prior to that, Student was absent on three days. *Exhibit G, p. 7*. Since September 15, Parents have kept Student home from school, where Private BCBA and her RBTs have been providing six and a half hours of ABA therapy per day. *Interview with Parents*. Thus, the CDE finds that Student attended four weeks, or 12 days, without ABA services.

G. Private Evaluation

34. Parents obtained a private evaluation ("Private Evaluation") over the summer, in part because Student was no longer non-verbal. *Interview with Parents*. The Private Evaluation diagnosed Student with ASD. *Id.*; *Exhibit J, pp. 2-11*. This was not a new diagnosis. *See, Exhibit B, p. 3*.
35. Student was unable to engage with several tests during the Private Evaluation, so those measures were discontinued. *Exhibit J, pp. 2-11*. The Private Evaluation recommended that Student "would likely benefit from continued occupational/speech/ABA therapies." *Id.* at p. 5. It did not include any other specific recommendations for District. *Id.*
36. Parents shared the Private Evaluation with District at the start of the 2025-2026 school year. *Interviews with Parents and Case Manager*. The Private Evaluation was consistent with District's understanding of Student and did not provide any new information. *Response, p. 5; Interview with Case Manager*.

H. September IEP Team Meetings

September 4, 2025

37. On September 4, an IEP team including Parents, Coordinator, a general education teacher, Case Manager, School Psychologist, a speech pathologist, and Parent's advocate met to discuss ABA services for Student. *Exhibit A, p. 80; Exhibit E, p. 5*. The only changes to the April IEP were to the meeting date, service start dates (but not times) and additions to

the PWN. *Exhibit A*, pp. 51, 55, 79. No ABA services or related references to ABA were removed from the IEP. *Id.*

38. Parents wanted Private BCBA and her RBTs to provide full day support to Student at School. *Exhibit A*, p. 80. The IEP team agreed “ABA services would be beneficial for [Student] and there [was] a track record to show improvement.” *Id.* The embedded PWN stated that “[D]istrict was providing ABA services at the end of the school year.” *Id.*
39. The IEP team did not reach agreement about where or how Private BCBA would provide services and agreed to reconvene in 10 days after Parents appealed to Director. *Exhibit D*, p. 1. When the parties could not reach agreement, the meeting was tabled. *Interview with Parents.*
40. After that meeting, Parents provided District with a letter from Student’s pediatrician (“Pediatrician”) stating that Student required a one-on-one caregiver at all times to maintain her safety. *Exhibit J*, p. 1. Pediatrician also said Student required “ABA therapy for as many hours a week as possible (up to 50)” due to self-injurious behaviors. *Id.*

September 15, 2025

41. The same IEP team reconvened on September 15, along with Private BCBA. *Exhibit E*, pp. 5, 7. Once again, the only changes to the April IEP were to the meeting date, service start dates and the PWN. *Exhibit A*, p. 83. No ABA services or related references to ABA were removed from the IEP. *Id.* at pp. 82-110.
42. Case Manager shared that Student was “responding to verbal directives to join an activity which [was] an improvement.” *Id.* The IEP team reviewed Student’s BIP and agreed that it remained appropriate in light of Student’s current progress and the Private Evaluation. *Id.*; *Interview with Case Manager.* However, the IEP team still could not reach an agreement on how private ABA services would be provided at School. *Id.* The IEP team considered the Private Evaluation and the note from Pediatrician. *Interviews with Coordinator and Case Manager.*

I. October 16, 2025 PWN

43. On October 16, 2025, District sent Parents a PWN (“October PWN”) suggesting a change of location to move Student from School to the ISEC Program at a different District school. *Exhibit D*, p. 3. The October PWN indicated that it was a proposal to change the provision of FAPE for Student because Parents were rejecting the prior offer of FAPE at School. *Id.* Parents were concerned that Student’s placement was changing without an IEP team meeting. *Interview with Parents.*
44. While documented as a PWN, this was intended as a written offer to propose an option District wished to discuss with Parents. *Response*, pp. 6, 11; *Interview with Coordinator.* No changes were made to Student’s IEP. *Exhibit A; Interview with Coordinator.* District

scheduled an IEP team meeting to discuss this proposed placement with Parents on October 30. *CDE Exhibit 1*, pp. 1-2. Had Student returned to District before that IEP meeting, her placement remained the one described in the April IEP and the location where she would receive those services was still School. *Response*, p. 11; *Interviews with Coordinator and Case Manager*.

45. During the meeting on October 30, Parents agreed to tour the ISEC Program. *Interviews with Parents, Coordinator and Case Manager*. Parents liked what they saw on the tour. *Interviews with Parents and District BCBA*. The IEP team is currently reviewing her IEP and considering a placement in the ISEC Program. *Interviews with Parents, Coordinator and Case Manager*.

J. Progress on 2024 IEP Goals

46. Student's self-determination goal was to "demonstrate growth with her on task/work completion skills by being able to:" (1) attend to a non-preferred activity without protest for 10 minutes with a maximum of two verbal cues in three out of four trials; and (2) attend to preferred tasks for 15 minutes with no more than two teacher prompts in four out of five trials. *Exhibit A*, p. 14. This is from a baseline of zero trials for both objectives in February 2025. *Id.*
47. As of March 21, 2025, Student was sitting for one to two minutes for nonpreferred tasks and up to five minutes for preferred tasks. *Exhibit H*, p. 6. Ten weeks later, by June 2025, she was staying with nonpreferred tasks for five minutes with a maximum of two verbal cues. *Id.* at p. 9; *Exhibit L*, p. 1. She was "more willing to complete preferred task and for longer period of time." *Exhibit H*, p. 9.
48. Student's self-regulation goal was to: (1) use an appropriate calm down strategy (counting, describing shapes, break) when frustrated in three out of four opportunities; and (2) "when visibly demonstrating frustration behaviors (crying, yelling, self injury, hitting) Student will touch picture cards on schedule to indicate a sensory break in 3 out of 4 opportunities." *Exhibit A*, p. 16. This is from a baseline of zero trials for both objectives. *Id.*
49. In March 2025, Student "often talk[ed] about shapes and spelling words when she [was] frustrated and trying to calm down." *Exhibit H*, p. 8. She did not touch pictures to indicate a break. *Id.* By June, her frustrations had "decreased a lot... She [was] often able to be redirected with her behavior by counting, describing shapes, etc." *Id.* at p. 11.
50. No new data was collected for the October 17 report because Student was not attending School because Parents were keeping her home. *Id.* at p. 12.

CONCLUSIONS OF LAW

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

Conclusion to Allegation No. 1: District ensured staff had access to and an understanding of responsibilities for implementing Student’s April IEP from May 2025 to present, as required by 34 C.F.R. § 300.323(d). District did not provide the ABA services in conformity with Student’s April IEP from June 2 through September 15, as required by 34 C.F.R. § 300.323(c). This resulted in a denial of FAPE.

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 2.21. 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.*, 580 U.S. at 392 (quoting *Honig v. Doe*, 484 U.S. 305, 311 (1988); *Bd. of Ed. v. Rowley*, 458 U.S. 176, 181 (1982)). As soon as possible after an IEP is developed, school districts must implement the IEP by ensuring that: (1) teachers and related service providers responsible for implementation have access to and an understanding of their obligations under the IEP, and (2) special education and related services are made available to the child in accordance with the IEP. 34 C.F.R. §§ 300.324(d), 300.324(c)(2).

B. IEP Accessibility to Teachers and Others

A school district must ensure that each regular education teacher, special education teacher, related services provider, and any other service provider responsible for implementing an IEP 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).

Here, Coordinator, Case Manager, School Psychologist and District BCBA all attended the IEP meeting to develop the April IEP. (FF # 13.) Case Manager also reviewed the April IEP and BIP with all the paraprofessionals working with Student. (FF # 23.) Finally, she reviewed the April IEP and BIP with the paraprofessionals and Student’s general education teacher at the start of the 2025-2026 school year. (*Id.*) Thus, the CDE finds and concludes that from May 2025 to present, District complied with 34 C.F.R. § 300.323(d).

C. Provision of ABA Services

In implementing an IEP, a school district must provide special education and related services “in conformity with” the IEP. 34 C.F.R. §§ 300.17, 300.324(c)(2); *see Van Duyn ex rel. Van Duyn v. Baker Sch. Dist. 5J*, 502 F.3d 811, 821 (9th Cir. 2007). Not providing special education and related services in conformity with an IEP can result in the denial of FAPE. 34 C.F.R. § 300.17; ECEA Rule 2.21(4). However, “there is no statutory requirement of perfect adherence to the IEP.” *Van Duyn*, 502 F.3d at 821. In other words, not every shortfall in services between those required by an IEP and those provided will result in a denial of FAPE. *Id.* To result in a denial of FAPE, there must be “more than a minor or technical gap between the [IEP] and reality; *de minimis* shortfalls [that do

not themselves deprive a student of the education promise of the IDEA] are not enough.” *L.J. by N.N.J. v. Sch. Bd. of Broward Cnty.*, 927 F.3d 1203, 1211 (11th Cir. 2019); see, e.g., *L.C. and K.C. v. Utah State Bd. of Educ.*, 125 Fed. Appx. 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. District 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 [CDE] must also determine whether the failure was material.” *Id.*

Material failures to implement an IEP constitute a denial of FAPE and substantive noncompliance with the IDEA. *Van Duyn*, 502 F.3d 811 at 822. “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.” *Id.* Courts will consider a case’s individual circumstances to determine if there is a “material failure of implementing the IEP.” *A.P. v. Woodstock Bd. of Educ.*, 370 Fed. Appx. 202, 205 (2d Cir. 2010). Material failures include shortfalls in implementing “substantial,” “significant,” or “necessary” IEP provisions. *Id.* at 818. The materiality standard has qualitative and quantitative components: the CDE should “determine *how much* [of a service] was withheld and *how important* the withheld services were in view of the IEP as a whole.” *L.J. v. N.J.J. v. Sch. Bd. of Broward Cnty.*, 927 F.3d 1203, 1214 (11th Cir. 2019). 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.” *Van Duyn*, 502 F.3d 811 at 822.

Therefore, to assess implementation concerns, the CDE engages in a two-pronged inquiry: (1) was there a shortfall in the provision of services required by the IEP, and (2), if so, did the shortfall amount to a material failure to implement the IEP and thus a denial of FAPE?

1. Prong 1: Was there a Shortfall in Services?

The CDE must first determine whether there was a shortfall between the services required by the April IEP versus those made available to Student. 34 C.F.R. § 300.323(c)(2).

Services Required by the April IEP

IDEA requires that an IEP include a “statement of the special education and related services . . . to be provided to the child.” 34 C.F.R. § 300.320(a)(4). While most often these are described in an IEP’s service delivery statement, there is no requirement they be listed within that section. *Id.* Indeed, IEP teams are not required to include information “under one component of a child’s IEP that is already contained under another component of the child’s IEP.” 34 C.F.R. § 300.320(d)(2). IEPs must be read as a whole (i.e., considered in their entirety) when determining a district’s offer of FAPE. See, e.g., *Weld RE-5J*, 125 LRP 18446 (SEA CO 2025) (finding that a student’s placement

was a separate school even where the service delivery statement described interim services and did not include a description of the services that would be provided in a separate school setting); *See, also, Los Angeles Unified Sch. Dist.*, 60 IDELR 29 (SEA CA 2012) (holding that a Student’s IEP required the provision of one-to-one assistance where it was mentioned at least once in the document).

In this case, the April IEP’s service delivery statement did not include ABA services from a BCBA or RBT. (FF # 19.) However, the decisions about the ABA services Student would receive were individualized to Student and made through the special education process at properly convened IEP team meetings. (FF #s 5, 9, 10, 13, 20, 21.) The present levels section describes the educational services District BCBA and the RBTs were providing for Student. (FF # 15.) The BIP stated that Student was receiving ABA therapy at School, described an ABA approach to behavior modification, and required that all providers “have at least a rudimentary understanding of applied behavior analysis.” (FF #s 16, 17.) The embedded PWNs also specified the ABA services the IEP team agreed upon for Student as of February—six hours per week—and those she would receive starting “all day every day” in April. (FF #s 10, 20, 21.) After reaching these agreements in IEP team meetings, District then provided Student these services. (FF # 15, 24.) The IEP does not indicate anywhere that these services were not necessary for Student to receive a FAPE or that they were separate and apart from District’s offer of FAPE. (FF #s 10, 21.)

District’s position is that these ABA services were not included in the grid because they were provided in addition to, not as part of, its offer of FAPE for Student. (FF # 21.) However, in response to Parents’ request for Student to receive more support from a BCBA and/or RBT, the April IEP team agreed to provide Student with fulltime ABA support from District BCBA and RBTs, documented that agreement in the April IEP, and began providing that service consistent with the IEP team’s agreement. (FF # 12, 13, 20, 21, 24.) If District did not agree that the ABA services Parents were requesting were necessary to provide Student with a FAPE, District’s obligation was to “put an offer of FAPE on the table in the form of a proposed IEP.” *Mesa Valley Sch. Dist.* 51, 119 LRP 5665 (SEA CO 12/17/18). Whether via the IEP or in a standalone PWN, District then needed to provide Parents with written notice of both its offer *and its refusal* to provide the service requested by Parents. 34 C.F.R. § 300.503(a) (*emphasis added*); *Cherry Creek Sch. Dist.*, 124 LRP 29286 (SEA CO 07/08/24). If Parents disagreed with that offer, they could then seek resolution through IDEA’s three formal dispute resolution options. *Mesa Valley Sch. Dist.* 51,119 LRP 5665 (SEA CO 12/17/18).

Read as a whole, the April IEP clearly described that Student was to receive ABA services for the full day, consistent with the agreement of the April IEP team. (FF #s 13-21.) Thus, the CDE finds that the April IEP—when considering its components in their entirety and the fact that District was providing Student with fulltime ABA support at the end of the 2024-2025 school year—required full-time ABA support from a BCBA and/or RBT.

2024-2025 School Year

From April 7 through May 30, District provided Student with fulltime ABA support. (FF # 24.) On May 30, District terminated its contract with the ABA provider. (FF # 25.) Student then attended school for three days, one week, without support from RBTs. (*Id.*) Thus, the CDE finds and concludes that District did not provide the fulltime ABA support in conformity with the April IEP from June 2-5.

ESY

A parent whose actions prevent a school district's ability to fully implement an IEP cannot complain that the IEP has not been implemented as written. *Boulder Valley School District RE-2*, 124 LRP 34351, (CO SEA 2023) (finding that District complied with 34 C.F.R. § 300.323 where it could not provide services required by Student's IEP because she was enrolled in a private school for half the day); *See also, Weld RE-5J*, 125 LRP 18446, (CO SEA 2025); *Pueblo County School District 70*, 125 LRP 21688, (CO SEA 2025); *Montgomery County Public Sch.*, 111 LRP 54915, (Md. SEA 2011). A school district can be held to implement only so much of the IEP as it reasonably can within the constraints imposed by the parent's actions. *Id.*; *accord D.O. v. Escondido Union Sch. Dist.*, 59 F.4th 394, 412-13 (9th Cir. 2023); *Dougall v. Copley-Fairlawn City Sch. Dist. Bd. of Educ.*, 2020 WL 435385, at *28 (N.D. Ohio Jan. 28, 2020).

Here, Student was entitled to ESY services to work on several goals. (FF # 26.) District's ESY program lasted several weeks. (FF # 27.) However, after hearing that District ended its contract with District BCBA, Parents did not send Student to ESY. (FF 28.) Instead, they kept her home to work with Private BCBA and her team. (*Id.*) The CDE finds and concludes that District was prepared to provide ESY services to Student but could not do so because Parents did not make Student available for ESY.

2025-2026 School Year

In this case, at the start of the 2025-2026 school year, the April IEP, which required fulltime ABA services, was the most recent IEP for Student. (FF #s 13, 29.) On September 4, 2025, District convened an IEP team to talk about ABA services for Student but did not make any substantive changes to the April IEP. (FF # 37.) Thus, the CDE finds that from August 19 through September 15, Student's April IEP continued to require full-time ABA support.

Between August 19 and September 15, there were four weeks, or fifteen School days, this year. (FF #s 30, 33.) Student attended School for 12 of those days. (FF # 33.) During that time, District did not have an ABA provider for School. (FF # 30.) Thus, the CDE finds and concludes that District did not provide the fulltime ABA support in conformity with the April IEP for four weeks, from August 19 through September 15. Parents have kept Student home from School since September 15, where she participated in six and a half hours of ABA therapy with Private BCBA. (FF # 33.)

2. Prong 2: Was the Shortfall Material?

Because there was a shortfall in services provided versus those required by Student's April IEP, the CDE must next determine whether this shortfall represents a material failure to implement the IEP such that Student was denied FAPE.

Here, District did not provide Student's ABA services for 15 school days across five weeks. District did not provide any alternative services to address Student's behavior. (FF # 29.) During the prior school year, in ten weeks Student went from sitting for just one to two minutes for nonpreferred tasks to sitting for five. (FF # 47.) Her frustrations had also decreased "a lot" and she could be redirected by counting or describing shapes. (FF 49.) At the start of the 2025-2026 school year, after a summer of in-home ABA, Student had fewer behaviors than when the prior year ended. (FF # 31.) After two weeks, Student's behaviors started increasing. (*Id.*) Student's behavior continued to regress and by September 15 she had regressed to the point she was at when the prior year ended. (*Id.*) Parents were also seeing increasing behaviors around drop off. (FF # 32.)

Although Student only went without ABA services for 15 days, the CDE finds this was more than a minor discrepancy between the services a school provided and those required by the April IEP as it encompassed her entire school day. (FF # 21.) With that service previously, Student made measurable progress in two months. (FF # 47.) Without it, Student regressed. (FF # 31.) For these reasons, the CDE finds and concludes that the shortfall was material, and thus District did not implement Student's April IEP, as required by 34 C.F.R § 300.323(c)(2). This results in a denial of FAPE. *Van Duyn*, 502 F.3d 811 at 822; *see, e.g., McLaughlan v. Torrance Unified Sch. Dist.*, 2021 WL 3494636 (C.D. Cal. Feb. 12, 2021) (finding that a material shortfall in implementing a student's IEP denied student a FAPE and constituted substantive noncompliance with the IDEA).

D. Compensatory Services

Compensatory services are an equitable remedy intended to place a student in the same position he would have been 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 Educ.*, 118 LRP 43765 (SEA CO 06/22/18). 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. Sch. Dist. of Phila.*, 612 F.3d 712, 717-18 (3d Cir. 2010).

Here, without the provision of ABA services in School, Student regressed during the first month instead of making progress. (FF #s 31, 32, 47.) However, the CDE finds that an award of the full hours of missed ABA therapy would be overly burdensome for Student, on top of a full school day and the private services she receives outside of the school setting. (FF # 7.) Considering that Student left school on September 15 at the place she was at the end of the prior school year, the CDE finds and concludes that Student is entitled to fifteen (15) hours of compensatory behavioral services to put her in the position she would have been in if not for the noncompliance.

Conclusion to Allegation No. 2: District reviewed and revised, as appropriate, Student's IEPs in April and September 2025, as required by 34 C.F.R. § 300.324(b). District complied with the IDEA.

A. Legal Obligation to Review and Revise IEPs

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*, 137 S. Ct. 988, 999 (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 appropriate, to address a lack of expected progress or changed needs. *Id.* 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). However, the IDEA's procedures contemplate that a student's IEP may need to be reviewed and revised more frequently to address changed needs, a lack of expected progress or information provided by the parents. *See id.* §§ 300.324(a)(4)-(6), (b); *Andrew*, 137 S. Ct. at 994.

B. Review and Revision of Student's IEP – April 2025

Parent's concern is that District did not review and revise, as appropriate, Student's IEP from April 2025 to present to address her ongoing self-injurious behaviors. (FF # 12.)

Here, Student's annual IEP was developed in February 2025. (FF # 7.) Five school weeks later, District convened another IEP team meeting to consider a recent assessment as well as Parents' request for additional ABA support for Student. (FF # 13.) In response to Parents' concerns, the IEP team agreed to increase Student's time with District RBTs. (FF #s 20, 21.) With the new supports, the frequency of Student's self-injurious behaviors was decreasing. (FF # 24.) Thus, in consideration of a new evaluation and information from Parents, District reviewed and revised Student's IEP, consistent with 34 C.F.R. § 300.324(b).

C. Review and Revision of Student's IEP – September 2025

Parents' concern is that District did not consider the Private Evaluation and the letter from Student's Pediatrician at the IEP team meetings in September. (FF #s 36, 40.)

Districts must consider evaluations and other information provided by parents when evaluating a student or reviewing and considering revisions to the student's IEP. 34 C.F.R. §§ 300.305(a)(1), 300.324(b)(ii). However, districts are not obligated to adopt recommendations from evaluators or medical providers. *See, e.g. Roaring Fork School District*, 124 LRP 34383 (finding that the district considered a private evaluation where it addressed some, but not all, of the concerns raised in the evaluation); *Denver Public Schools*, 125 LRP 30506 (finding that a district was not obligated to evaluate a student whose parent submitted a doctor's note suggesting she work with the school to evaluate the student).

Here, Parents provided District with a Private Evaluation at the start of the 2025-2026 school year. (FF # 36.) Private Evaluation was based on limited testing because Student would not engage with several measures. (FF # 35.) It did not include any new information or specific recommendations for District. (FF #s 35, 36.)

District convened an IEP team meeting on September 4 to discuss the end of ABA services at School. (FF # 37.) At the time, Student's April IEP required full-time ABA support. When the parties could not reach an agreement, the meeting was tabled, and a new IEP team meeting was scheduled for September 15. (FF # 39, 41.) After the meeting on September 4, Parents provided District with a letter from Pediatrician saying Student needed up to 50 hours of ABA therapy per week to address her behaviors. (FF # 40.)

Parents wanted Student to continue receiving ABA services for her whole day. (FF # 38.) The IEP team agreed that ABA services were beneficial for Student. (*Id.*) It also reviewed Student's BIP and agreed that it remained appropriate in light of her current progress and Private Evaluation. (FF # 42.) Members of the IEP team considered the Private Evaluation and letter from Pediatrician before the meetings in September. (FF # 42.) No substantive changes were made to Student's April IEP at either meeting. (FF #s 37, 41.)

Thus, the CDE finds and concludes that District reviewed and did not revise, as appropriate under the circumstances, Student's IEP consistent with 34 C.F.R. § 300.324(b).

Conclusion to Allegation No. 3: Student's placement did not change. District complied with the IDEA.

A. Placement Determinations under IDEA

A child's placement—a term used to denote the provision of special education and related services—must be determined by the IEP Team, including parents, and must be individualized, as well as based on the student's IEP. 34 C.F.R. §§ 300.116, 300.322, 300.327; ECEA Rule 4.03(8)(a); *Questions and Answers on Andrew F. v. Douglas Cnty. Sch. Dist.*, 71 IDELR 68 (OSERS Dec. 7, 2017). Specifically, school districts must ensure that the placement decision is made by a group of persons including parents and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. 34 C.F.R. § 300.116(a); *see also id.* §§ 300.321(a)(1), 300.322, 300.324, 300.327, 300.501(c). Under the IDEA, placement means the services described in a student's IEP and does "not mean a specific place, such as a specific classroom or specific school." ECEA Rule 4.03(8)(a).

An IEP must include "an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class." 34 C.F.R. § 300.320(a)(5). This statement describes a student's recommended placement in the LRE. *Id.* Students with disabilities must be educated pursuant to the placement described in their IEPs. *Id.* at § 300.116(b)(2). In addition, an IEP must identify the special education and related services necessary to allow the student to

advance appropriately towards annual goals, to be involved in the general education curriculum, and to be educated and participate with other nondisabled children. *Id.* at § 300.320(a)(4).

B. Did a Placement Change Occur?

Parents are concerned that Student’s placement was changed inappropriately on October 16, 2025. (FF # 43.) In this case, District sent Parents a PWN of a placement change on October 16. (FF # 43.) However, while documented as PWN, this notice was intended as a written description of a potential placement District wanted Parents to discuss at an IEP team meeting. (FF # 44.) No changes were made to Student’s April IEP. (*Id.*) At the time the PWN was sent, Student’s placement remained the services described in the April IEP and the location where she would receive those services was School. (*Id.*) District then convened an IEP team meeting on October 30, where a potential change of placement was discussed. (FF #s 44, 45.) While District’s use of a PWN may have led to some confusion for Parents, the CDE finds and concludes that no change of placement occurred. District complied with the IDEA.

Systemic IDEA Noncompliance: This investigation does not demonstrate noncompliance that is systemic in nature. 34 C.F.R. § 300.151(b)(2).

Pursuant to its general supervisory authorities, CDE must also consider and ensure the appropriate future provision of services for all IDEA-eligible students in the district. 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, District has a practice of ensuring case managers notify all providers of their responsibilities under a student’s IEP. (FF # 22.) Case Manager did so in this matter. (FF # 23.) Nothing in the Record suggests that the shortfall in Student’s services stemmed from a lack of awareness of the services required by her IEP or that District was not implementing any of her other services. Instead, the CDE finds that this shortfall was the result of District’s specific arrangement with the ABA provider and the unusual way in which Student’s services were documented. (FF #s 4-6, 13-21.) Only one other child’s IEP included ABA services. (FF # 5.) That student’s services were intended to end last school year. (*Id.*) Thus, the CDE finds and concludes that this noncompliance was not systemic.

REMEDIES

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

1. Implementing the IEP, as required by 34 C.F.R. § 300.323.

To demonstrate compliance, District is ORDERED to submit a corrective action plan (“CAP”) by **January 12, 2026** that adequately addresses how the cited noncompliance will be corrected through the completion of the following remedies:

1. Final Decision Review

- a. Director, Assistant Director, Coordinator, School Psychologist, Case Manager and District BCBA must read this Decision in its entirety, as well as review the requirements of 34 C.F.R. § 300.323, by **Friday, January 23, 2026**. If these individuals are no longer employed by District, 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, January 30, 2026**.

2. Compensatory Education Services

- a. Student shall receive **15 hours of direct specialized instruction** provided by an appropriately licensed mental or behavioral health specialist such as a school psychologist, social worker or BCBA/RBT selected by the District.
- b. All compensatory services must be provided to Student no later than **November 1, 2026**. These services must be designed to advance Student toward annual IEP goals. All compensatory services may be provided to Student during the summer of 2026, including during ESY.
- c. By **January 30, 2026**, Parents shall provide written consent for the provision of compensatory services to the CDE and the District. If Parents do not provide written consent for services by this date, the District will be excused from providing compensatory services. Unless otherwise specified by the District, this written consent shall be provided by Parents to Coordinator. The District must then provide the written consent to CDE Special Education Monitoring and Technical Assistance Consultant.
- d. The District shall schedule compensatory services in collaboration with Parents. The District shall submit the schedule of compensatory services to the CDE by **March 5, 2026**. A meeting is not required to arrange this schedule, and the parties may collaborate, for instance, via e-mail, telephone, video conference, or an alternative technology-based format to arrange for compensatory services. The schedule shall include the full name(s) of the appropriately licensed provider(s) as well as the dates, times, and durations of planned sessions.
 - i. Any delay in beginning the provision of compensatory services must be approved by the CDE.

- ii. If the District and Parents cannot agree to a schedule by **March 5, 2026**, the District and Parents must meet either in-person or via video conference to resolve scheduling complications by **March 19, 2026** and submit the schedule by **March 31, 2026**.
- iii. If the District and Parents cannot agree to a schedule by **March 31, 2026**, the District must submit to the CDE all documentation evidencing diligent attempts to schedule the compensatory services in collaboration with Parents, including but not limited to, copies of correspondence sent to the Parents 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 **March 31, 2026**.
- iv. By **April 17, 2026**, the CDE will, in its sole discretion, either determine the schedule for compensatory services or determine that District is excused from providing the compensatory services.
- e. The parties shall cooperate in determining how compensatory services will be provided. If Parents refuse to meet with the District within this time, the District will be excused from delivering compensatory services, provided that District diligently attempts to meet with Parents and documents such efforts. A determination that District diligently attempted to meet with Parents, and should thus be excused from providing compensatory services, rests solely with the CDE. Parents may opt out of some or all compensatory services.
- f. Monthly consultation between the provider(s) delivering compensatory services and Coordinator shall occur to evaluate Student's progress towards IEP goals and adjust instruction accordingly. The purpose of this consultation is to help ensure that compensatory services are designed and delivered to promote progress on IEP goals. The District must submit documentation that these consultations have occurred **by the second Monday of each month**, once services begin, until compensatory services have been completed. Consultation logs must contain the name and title of the provider and the date, the duration, and a brief description of the consultation.
- g. To verify that Student has received the services required by this Decision, the District must submit records of service logs to the CDE **by the second Monday of each month** until all compensatory services have been furnished. 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.
- h. These compensatory services will be in addition to any services Student currently receives, or will receive, that are designed to advance Student toward IEP goals and objectives. These compensatory services must be provided to Student outside

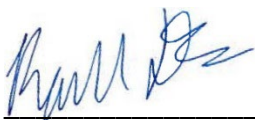
of the regular school day (such as before and/or after school, on weekends, or during school breaks) to ensure Student is not deprived of the instruction Student is entitled to (including time in general education). These services can be provided to Student during ESY services, but they cannot replace any ESY services Student would otherwise receive during that time. If for any reason, including illness, Student is 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 Parents and notify the CDE of the change in the appropriate service log.

NOTE: CDE Special Education Monitoring and Technical Assistance Consultant will contact District with specific instructions for securely submitting the documentation detailed above. The CDE will approve or request revisions that support compliance with the CAP. After approval of the CAP, the CDE will arrange to conduct verification activities to confirm District's timely correction of the areas of noncompliance. 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.

Dated this 1st day of December, 2025.



Rachel Dore
Senior State Complaints Officer

APPENDIX

Complaint, pages 1-11

- Exhibit 1: Miscellaneous
- Exhibit 2: PWN

Response, pages 1-13

- Exhibit A: IEPs
- Exhibit B: Evaluations
- Exhibit C: Service Log
- Exhibit D: PWNs
- Exhibit E: Meeting Documentation
- Exhibit F: Behavior Reports
- Exhibit G: Attendance
- Exhibit H: Progress Monitoring
- Exhibit I: None
- Exhibit J: Private Evaluations
- Exhibit K: None
- Exhibit L: Calendars
- Exhibit M: District Policies
- Exhibit N: Correspondence
- Exhibit O: Staff Contacts
- Exhibit P: Verification of Delivery

Reply, pages 1-5

- Exhibit 3: Phone Call
- Exhibit 4: Phone Call
- Exhibit 5: IEP Meeting
- Exhibit 6: Meeting
- Exhibit 7: IEP Meeting
- Exhibit 8: IEP Meeting

Telephone Interviews

- Parents: November 3, 2025
- District BCBA: November 4, 2025
- School Psychologist: November 4, 2025
- Coordinator: November 5, 2025
- Assistant Director: November 5, 2025
- Case Manager: November 6, 2025

CDE Exhibits

- CDE Exhibit 1: Correspondence