

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

State Complaint SC2025-647
Denver Public Schools

DECISION

INTRODUCTION

On December 10, 2025, the parent (“Parent”) of a student (“Student A”) identified as a child with a disability under the Individuals with Disabilities Education Act (“IDEA”)¹ filed a state complaint (“Complaint”) against Denver Public Schools (“District”). The Colorado Department of Education (“CDE”) determined that the Complaint identified one allegation subject to its jurisdiction for the state-level complaint process under the IDEA and its implementing regulations at 34 C.F.R. §§ 300.151 through 300.153.

On December 15, 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). Mediation resulted in impasse and the CDE resumed the investigation on January 26, 2026.

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 not more than one year prior to the date the Complaint was properly filed. 34 C.F.R. § 300.153(c). Accordingly, findings of noncompliance shall be limited to events occurring on or after December 10, 2024. Information prior to that date 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 allegation subject to the CDE's jurisdiction under 34 C.F.R. § 300.153(b)² of the IDEA:

1. District did not implement Student A's Individualized Education Program ("IEP") during the 2025-2026 school year 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); and
 - b. Did not provide the specialized instruction in literacy and math listed in the IEP, as required by 34 C.F.R. § 300.323(c).

FINDINGS OF FACT

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

A. Background

1. Student A is 16 years old and attended a District high school in eleventh grade from the start of the 2025-2026 school year through December 2025. *Exhibit A*, p. 1; *Interview with Parent*. He qualifies for special education and related services under the disability category of Other Health Impairment. *Exhibit A*, p. 1.
2. Student A is quiet, helpful to peers, and has a great sense of humor. *Interviews with Parent, Student A's special education teacher ("Special Education Teacher"), School's principal ("Principal"), and Student A's general education language arts teacher ("General Education Teacher.")* He loves video games and played competitive Super Smash Brothers on School's Esports team. *Id.*
3. In his Complaint, Parent expressed concerns regarding whether District provided Student A with the specially designed instruction services ("SDI") required by his IEP during the 2025-2026 school year. *Complaint*.
4. Interviews conducted and documents produced during this investigation suggested that the implementation concerns raised in the Complaint may have impacted a second, similarly situated student at School ("Student B"). *Interview with General Education Teacher; Exhibit O*. The CDE thus requested additional documents to consider and ensure the appropriate

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.

future provision of services for all IDEA-eligible students in District pursuant to the CDE's general supervisory authority. 34 C.F.R. § 300.151(b)(2).

B. District's Policies, Practices, and Procedures

5. The District special education instructional specialist assigned to School ("SEIS") described that District's expectation is that building-level special education staff will implement students' IEPs with fidelity. *Interview with SEIS.*
6. SEIS stated that each student's case manager is obligated to ensure that they, and other staff in their building responsible for implementing a student's IEP, have access to and are knowledgeable about the student's IEP. *Id.*
7. New special education teachers in the District receive training on various subjects related to special education, including how to access student IEPs through District's online student information management system. *Id.*
8. SEIS stated that if there has been an interruption in the delivery of any student's IEP services, District expects that building-level staff will notify the SEIS assigned to their building as soon as possible to ensure that any ongoing issues are corrected. *Id.*

C. The Special Education Program at School

9. School maintains a small enrollment, with 82 total enrolled general education students during the 2025-2026 school year. *Interview with Principal.*
10. Due to this small enrollment size, School employs one full-time special education teacher, who was the case manager for ten students whose IEPs required SDI during the 2025-2026 school year. *Interviews with Principal and Special Education Teacher; Exhibit Q.*
11. From January 2025 through the end of the 2024-2025 school year, School experienced a vacancy in its special education teacher position. *CDE Exhibit 1*, p. 6. A prior CDE state complaint investigation involving this School found that throughout this period, District did not provide any required SDI to eleven students, including Student A (but not Student B because he did not attend School during the 2024-2025 school year), resulting in a denial of a free appropriate public education ("FAPE") for those students. *Id.* at p. 14.
12. Over the summer prior to the 2025-2026 school year, School hired Special Education Teacher to fill its vacant special education teaching position. *Interviews with Principal and Special Education Teacher.*

D. Accessibility of Student IEPs to Teachers and Others

13. On August 19, 2025, the second day of student instruction at School, SEIS assisted Special Education Teacher in creating a report detailing the students on Special Education Teacher's

caseload and the SDI he was responsible for delivering. *Interview with SEIS; Exhibit Q.* Specifically, this report, emailed to Special Education Teacher, described the SDI included in the IEPs for Students A and B. *Id.*

14. General Education Teacher described that in past years, the special education teacher at School would send her an IEP snapshot containing information she needed to ensure that IEPs were implemented in her classroom. *Interview with General Education Teacher.* On September 7, 2025, she sent an email to Special Education Teacher asking: “Do you know where I can access the IEPs for the following students?” followed by a list including Student A. *Exhibit K*, p. 12.
15. Special Education Teacher responded later that day, providing an IEP snapshot for Student A to General Education Teacher. *Id.* Special Education Teacher also provided IEP snapshots for Student A to his other general education teachers in September 2025 and updated snapshots in December 2025 following an IEP meeting. *Id.* at pp. 3, 11.
16. When interviewed for this investigation, General Education Teacher demonstrated familiarity with the IEPs of the students in her classes. *Interview with General Education Teacher.*

E. Implementation of Student A’s Specialized Instruction

17. Student A’s IEP contained a service delivery statement requiring 120 minutes per month of SDI in literacy inside the general education classroom, and 120 minutes per month of SDI in math inside the general education classroom. *Exhibit A*, pp. 16, 32. Student A’s IEP describes that he “shows gaps in his knowledge of literacy and math compared to his same-aged peers” and includes annual goals directed toward reading, writing, and math skills. *Id.* at pp. 7-13.
18. Parent described that in November 2025, he noticed that Student A’s grades were suffering compared to his performance in past years. *Interview with Parent.* Through Student A’s first two years at School, he typically received Bs and Cs in his classes and maintained a grade point average between 2.3 and 2.7 during each of his first four semesters of high school. *Exhibit G*, p. 7. During the fall semester of the 2025-2026 school year, Student A received Fs in all classes which reported grades. *Id.* at pp. 5-6.
19. Parent stated that when he asked Student A about his struggles at School, Student A reported that he had not been receiving SDI at School. *Interview with Parent.*
20. Parent stated that when he asked Student A’s teachers, including Special Education Teacher, about whether Student A was receiving his SDI, they reported that he was not. *Id.* On November 21, 2025, Special Education Teacher sent an email to SEIS noting that Parent was asking questions related to Student A’s SDI. *Exhibit K*, p. 20. This email did not indicate that any other student had missed SDI. *Id.*

21. Special Education Teacher, when interviewed for this investigation, acknowledged that Student A did not receive the SDI in literacy required in his IEP, but described providing the math SDI required by Student A's IEP. *Interview with Special Education Teacher.*
22. Special Education Teacher maintained service logs which described the SDI in math provided to Student A during the 2025-2026 school year, showing that Student A consistently received this instruction from August to December 2025. *Exhibit N, pp. 3-7.* The service logs do not describe any SDI in literacy provided to Student A during that period. *Id.*
23. Special Education Teacher, when interviewed for this investigation, stated that the reason he did not provide Student A's literacy SDI was due to a "scheduling error." *Interview with Special Education Teacher.* During an interview for this investigation, Special Education Teacher was unable to provide additional details about the "scheduling error" and how it resulted in missed services. *Id.* Likewise, other witnesses interviewed for this investigation were unable to provide any information regarding this "scheduling error." *Interviews with General Education Teacher and SEIS.*
24. General Education Teacher stated that her understanding of the literacy SDI required by Student A's IEP was that it was to be delivered during his time in her classroom. *Interview with General Education Teacher.* She stated that aside from one one-hour class period in or around the second week of December 2025, she did not observe Special Education Teacher providing services to Student A in her classroom. *Id.*
25. Progress monitoring conducted with respect to Student A's annual goals in reading and writing indicates that he made insufficient progress toward these goals during the fall semester of the 2025-2026 school year. *Exhibit H, p. 1.*
26. Following the end of the fall semester on December 19, 2025, Parent withdrew Student A from School and enrolled him at another District high school. *Interview with Parent.* Parent reports that Student A regularly receives his special education services at the new school, and that his grades have substantially improved. *Id.; Exhibit 1.*
27. Based on these facts, the CDE finds that throughout the fall semester of the 2025-2026 school year, District provided the specialized math instruction services required by Student A's IEP. The CDE also finds that District provided 60 of the 600 required specialized literacy instruction minutes during the fall semester of the 2025-2026 school year. Finally, the CDE finds that from the start of Student A's enrollment at his new high school in January 2026 to present, District provided the specialized instruction services in math and literacy required by his IEP.

F. Implementation of Student B's Specialized Instruction

28. Student B is 17 years old and attended School in the eleventh grade during the 2025-2026 school year. *Exhibit O, p. 1.* He qualifies for special education and related services under the disability category of specific learning disability. *Id.*

29. Student B's IEP contained a service delivery statement requiring 120 minutes per week of specialized instruction in math and 120 minutes per week of specialized instruction in literacy, both to be delivered by the special education teacher inside the general education classroom. *Id.* at p. 16. Student B experiences difficulties in written expression and mathematics compared to his peers, and his IEP includes annual goals in the areas of reading, writing, and mathematics. *Id.* at pp. 7, 12-13.
30. Special Education Teacher, when initially interviewed for this investigation, stated that, except for Student A's literacy services, he delivered the services required by all other students on his caseload. *Interview with Special Education Teacher.*
31. General Education Teacher credibly described that while some students in her classes received the literacy services required by their IEPs during the fall semester of the 2025-2026 school year, Student B, who attended a different language art class period from Student A, did not. *Interview with General Education Teacher.* She stated that she did not observe Special Education Teacher providing instructional services to Student B during the fall semester, a period including 17 weeks of instruction. *Id.* She noted that Student B has received these services during the spring semester. *Id.*
32. Student B's grades during the fall semester of the 2025-2026 school year were slightly worse than his 2024-2025 grades, declining from a GPA of approximately 2.92 to approximately 2.8. *Compare Exhibit O, p. 5 to Exhibit P, p. 11.*
33. Special Education Teacher maintained service logs which indicate that he provided SDI in math to Student B throughout the 2025-2026 school year but did not provide SDI in literacy to Student B during the fall semester of the 2025-2026 school year. *Exhibit R.*
34. Based on these facts, the CDE finds that during the fall semester of the 2025-2026 school year, District provided Student B with the IEP's required SDI in math but not in literacy.

CONCLUSIONS OF LAW

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

Conclusion to Allegation No. 1: District ensured that staff had access to and an understanding of responsibilities for implementing the IEPs for Students A and B, as required by 34 C.F.R. § 300.323(d). District did not implement the SDI in literacy required by the IEPs for Students A and B, as required by 34 C.F.R. § 300.323(c). This resulted in a denial of FAPE.

Parent's concern is that District did not implement the SDI required by Student A's IEP. (FF # 3.) During this investigation the CDE identified similar concerns related to the implementation of Student B's services. 34 C.F.R. § 300.151(b)(2); (FF # 4.)

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.” *Endrew 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).

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).

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, the Record demonstrates that the providers at School had access to and were aware of their responsibilities under the IEPs for Students A and B. Due to School’s previous vacancy, Special Education Teacher entered the school year with little knowledge of the students on his caseload or his responsibilities with respect to their IEPs. (FF # 14.) However, SEIS intervened in a timely fashion to ensure that Special Education Teacher was aware of his responsibilities. (FF # 15.) Specifically, the Record shows that the information provided to Special Education Teacher included the SDI required by the IEPs for Students A and B. (*Id.*) Special Education Teacher was able to access Student A’s IEP, as evidenced by his provision of IEP snapshots to general education teachers in September and December 2025. (FF #s 16-17.) Based on these facts, the CDE finds and concludes that District complied with 34 C.F.R. § 300.323(d).

C. IEP Implementation: Specially Designed Instruction

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.* at 1214). 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 IEPs versus those made available to Students A and B. 34 C.F.R § 300.323(c)(2).

Student A's IEP required 120 minutes per month of SDI in math. (FF #s 17, 28.) Student B's IEP required 120 minutes per week of SDI in math. The Record shows that this math instruction was delivered to both Students as required by their respective IEPs. (FF #s 27, 34.)

Student A's IEP required 120 minutes per month of SDI in literacy. (FF # 17.) The Record shows that from August to December 2025, District provided to Student A only 60 of the 600 minutes required by his IEP over those five months. (FF # 27.) Student B's IEP required 120 minutes per week of SDI in literacy. (FF # 28.) The Record shows that from August to December 2025, District did not provide Student B with any of the 2,040 minutes of SDI in literacy required by his IEP over those 17 weeks. (FF #s 31, 34.) Based on these facts, the CDE finds and concludes that there was a shortfall in delivery of SDI in literacy to Student A and Student B.

2. Prong 2: Was the Shortfall Material?

Because there was a shortfall in the provision of services required by the IEPs, the CDE must next determine whether this shortfall represents a material failure to implement the IEPs such that Students A and B were denied FAPE.

Here, the SDI required by the IEPs for Students A and B was an essential component of their respective IEPs. (FF #s 17, 28.) Each Student's IEP described that the student experienced difficulties in literacy skills compared to same-aged peers, and each IEP contained annual goals to be supported by that literacy instruction. (*Id.*)

Student A missed 90 percent of the literacy SDI required by his IEP during the fall semester, and Student B did not receive any of the literacy SDI required by his IEP during the fall semester. (FF #s 29, 36.) The Record shows that Student A's grades significantly declined during the semester in which his SDI in literacy was not provided, but that they have rebounded since receiving those services at a different school. (FF #s 18, 26.) Likewise, progress monitoring reports show that Student A made insufficient progress toward his annual goals during the fall semester. (FF # 25.) Student B's grades slightly declined during the fall semester. (FF # 32.)

For these reasons, the CDE finds and concludes that the shortfall in literacy SDI was material, and thus that District did not implement the IEPs for Students A and B, as required by 34 C.F.R § 300.323(c)(2); *see Van Duyn*, 502 F.3d 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.")

D. 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, Students' IEP teams determined that they would benefit from the SDI outlined in their IEPs. (FF #s 17, 29.) Due to District's noncompliance, Student A missed almost all the SDI in literacy his IEP required him to receive in the fall semester. (FF # 27.) His grades substantially declined, and his progress reports indicate insufficient progress toward annual IEP goals. (FF #s 25-26.) Similarly, Student B missed all the SDI in literacy his IEP required him to receive in the fall semester, and his grades declined as well. (FF #s 32, 34.) Accordingly, the CDE finds and concludes that compensatory services are necessary to restore Students A and B to the positions they would be in had the noncompliance not occurred⁴.

Systemic IDEA Noncompliance: This noncompliance found by this investigation is not systemic in nature and is unlikely to impact the future provision of services for all children with disabilities in 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 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, the Record does not show that the noncompliance found in this investigation is likely to impact other students across the District.

First, the implementation concerns for SDI in literacy identified in this investigation are limited to the caseload of one new staff member, Special Education Teacher, and impacted two Students in this investigation. (FF #s 17-34.) The fall semester marked Special Education Teacher's first at School after a lengthy vacancy—an issue impacting districts across the country—creating a period of unique challenges at School. (FF #s 9-12.)

Second, Special Education Teacher did provide the SDI in math required by Student A's IEP (FF # 34). And although Special Education Teacher did not deliver the required literacy services during the fall semester, the Record indicates that Student B is receiving those services during the current semester. (FF #s 31, 33.)

Third and finally, the Record indicates that District's practices and procedures provide a framework to support the implementation of IEPs. (FF #s 5-8.) Specifically, SEIS intervened to ensure that Special Education Teacher was aware of his IEP implementation responsibilities. (FF # 13.) In addition, District special education teachers are directed to bring implementation concerns to the SEIS assigned to their building to ensure that ongoing implementation issues are

⁴ District delivered the compensatory services awarded to Student A from the prior state complaint decision, an investigation that involved the SDI required by his IEP during the 2024-2025 school year, a timeframe separate and apart from the compensatory services awarded here.

corrected. (FF # 8.) Although that reporting did not occur in this instance, the Record does not indicate that this lack of communication extends beyond School.

Accordingly, the CDE finds and concludes that District's noncompliance is not systemic and unlikely to impact the future provision of services for all children with disabilities in District.

REMEDIES

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

1. Implementation of Students' IEPs, as required by 34 C.F.R. § 300.323.

To demonstrate compliance, District is ORDERED to submit a corrective action plan ("CAP") by **Thursday, April 23, 2026** that adequately addresses how the cited noncompliance will be corrected through the completion of the following remedies:

1. **Final Decision Review**

- a. Special Education Director, all Assistant Special Education Directors, SEIS, all special education teachers employed at School, and School's Principal must each read this Decision in its entirety, as well as review the requirements of 34. C.F.R. § 300.323, by **Thursday, April 30, 2026**. 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 **Thursday, May 7, 2026**.

2. **Compensatory Services**

- a. Students A and B shall, by **January 11, 2027**, receive direct compensatory SDI by a licensed specialized education teacher selected by the District in the amounts listed below.
 - i. Student A shall receive 180 minutes of direct SDI in literacy.
 - ii. Student B shall receive 420 minutes of direct SDI in literacy.
- 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. These services may be provided in a small group setting or on a one-on-one basis.
- c. By **Monday, May 4, 2026**, District shall submit to the CDE for review a draft letter to be sent to the parents of Student B. 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. The letter must include a section requiring parents to sign, acknowledging their receipt of the letter and understanding of its contents.
 - ii. The letter must include a section requiring parents to consent or opt out of the compensatory services.
 - iii. The CDE will approve the draft letter, approve it with modifications, or reject it by **Monday, May 11, 2026**.
- d. By **Monday, May 18, 2026**, District shall send the approved letter to the parents of Student B.
- 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 Student A and B's 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 Student B 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, May 18, 2026**, District must request consent for the provision of compensatory services to Student A from Parent.
- f. By **Monday, June 8, 2026**, Parents of Students A and B 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 **Monday, June 15, 2026**, District shall provide the written consent forms to the CDE Special Education Monitoring and Technical Assistance Consultant.
- g. District shall schedule compensatory services in collaboration with each parent who has consented to compensatory services. 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. The District shall submit the schedule of compensatory services to the CDE by **Monday, July 13, 2026**.
 - i. If District and any parent cannot agree to a schedule by **Monday, July 13, 2026**, District and that parent must meet either in person or via video conference to resolve scheduling complications by **Monday, July 27, 2026** and submit the schedule by **Monday, August 3, 2026**.
 - ii. If District and any parent cannot agree to a scheduled by **Monday, August 3, 2026**, District must submit to CDE all documentation evidencing diligent attempts to schedule the compensatory services in collaboration with that/those parent(s), including but not limited to copies of correspondence sent to 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 **Monday, August 10, 2026**.
 - iii. By **Monday, August 17, 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. Any delay in beginning the provision of compensatory services must be approved by the CDE.
- h. 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 parents' written request to opt out of the compensatory services.
- i. To verify that Students have 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.

- j. Monthly consultation between the provider(s) delivering compensatory services and each Student's special education teacher 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.
- k. 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 Students outside of the regular school day (such as before and/or after school, on weekends, or during school breaks) to ensure Students are not deprived of the instruction they are entitled to (including time in general education).
- l. If for any reason, including illness, 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 consultation with Students' parents, as well as notify the CDE of the change in the 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 ("SCO").

Dated this 19th day of March, 2026.

A handwritten signature in blue ink, appearing to read "N. Butler", is written over a faint, light blue grid background.

Nick Butler
State Complaints Officer

APPENDIX

Complaint, pages 1-6

- Exhibit 1: Student A Spring Grades

Response, pages 1-3

- Exhibit A: Student A's IEP
- Exhibit B: Student A's Evaluation
- Exhibit C: Student A Notices of Meeting
- Exhibit D: Student A PWNs
- Exhibit E: Student A Meeting Documentation
- Exhibit F: n/a
- Exhibit G: Student A Schedule, Grades, Attendance
- Exhibit H: Student A Progress Monitoring
- Exhibit I: District Calendar
- Exhibit J: District Policies and Procedures
- Exhibit K: Correspondence
- Exhibit L: District Staff with knowledge related to Complaint allegations
- Exhibit M: Verification of Delivery of Response
- Exhibit N: Student A Service Logs
- Exhibit O: Student B's IEP
- Exhibit P: Student B Schedule, Grades, Attendance
- Exhibit Q: Special Education Teacher Caseload Report dated August 19, 2025
- Exhibit R: Student B Service Logs

CDE Exhibits

- CDE Exhibit 1: State Complaint Final Decision dated October 30, 2025

Telephone Interviews

- Parent: February 20, 2026
- Principal: February 26, 2026
- Special Education Teacher: February 26, 2026
- SEIS: February 26, 2026
- General Education Teacher: March 4, 2026