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

State Complaint SC2026-612
Colorado Springs School District 11

DECISION

INTRODUCTION

On June 29, 2026, the parent ("Parent") of a student ("Student") identified as a child with a disability under the Individuals with Disabilities Education Act ("IDEA")[1] filed a state complaint ("Complaint") against Colorado Springs School District 11 (El Paso 11 (Colorado Springs)) ("District"). The Colorado Department of Education ("CDE") determined that the Complaint identified one allegation subject to its jurisdiction for the state-level complaint process under the IDEA and its implementing regulations at 34 C.F.R. §§ 300.151 through 300.153.

The CDE extended the 60-day investigation timeline because the parties agreed to participate in mediation, consistent with 34 C.F.R. § 300.152(b)(1)(ii). The mediation resulted in impasse, and the CDE resumed the investigation on August 4, 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 June 29, 2025. Information prior to June 29, 2025 may be considered to fully investigate all 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.

SUMMARY OF COMPLAINT ALLEGATIONS

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

1. District did not implement Student's Individualized Education Program ("IEP") on February 25, 2026, 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 level of supervision 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. During the 2025-2026 school year, Student enrolled in a District school ("School") as a tenth grader. *Exhibit A*, p. 5. Student attended School between September 23, 2025, and April 2, 2026. *Exhibit I*, p. 748; *Exhibit E*, p. 3; *Interview with Parent*.

2. Student is altruistic, generous, and fun-loving. *Interview with Parent; Exhibit A*, p. 1. He enjoys puzzles, technology, and playing games. *Interviews with Parent and Student's case manager ("Case Manager")*; *Exhibit A*, p. 1. Student aspires to be a firefighter or police officer. *Exhibit A*, p. 7.

3. Student is eligible for special education and related services under the primary disability category of Serious Emotional Disability, with a secondary disability of Specific Learning Disability in math and reading comprehension. *Id.* at pp. 3, 6.

4. Parent's Complaint alleges that District did not provide the "in eye sight" supervision required by his IEP on February 25, 2026, and that this lack of supervision caused Student to lose his residential placement and suffer a "total loss of education." *Complaint*, pp. 1, 3, 6.

[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.

B. District's Policies, Practices, and Procedures

5. District has developed a comprehensive plan for the provision of special education ("the Plan"). *Interview with Director of Individualized Education ("Director")*; *Exhibit H*, pp. 1-87. The Plan is written consistent with special education legal requirements. *See Exhibit H*, pp. 1-87. District makes the Plan available to all staff through the District website. *Interview with Director*.

6. Per the Plan, each teacher and service provider responsible for IEP implementation must have access to the child's IEP and be informed of "[h]is or her specific responsibilities related to implementing the child's IEP; and [t]he specific accommodations, modifications and supports that must be provided for the child in accordance with the child's IEP." *Exhibit H*, p. 39. Each student's case manager is responsible for sharing the student's IEP snapshot with teachers and service providers. *Interviews with Case Manager and Director*. An IEP snapshot typically includes information regarding a student's needs, goals, and accommodations, but not the service delivery page. *Interview with Case Manager*. District also expects case managers to have a conversation regarding any accommodations that might need additional clarification. *Interview with Director*.

7. Teachers and service providers can see on their class rosters which students have IEPs and can access those IEPs through PowerSchool, District's special education data management system. *Interviews with Case Manager and Director*. Building staff provide training on how to use PowerSchool to access students' IEPs. *Interview with Director*.

C. Student's IEP

8. This investigation concerns Student's IEP dated October 10, 2025 ("IEP"). *See Exhibit A*, pp. 3-23; *Response*, p. 2. Student's IEP Team developed the IEP shortly after he transferred to School. *Exhibit I*, p. 748.

9. The IEP indicated Student's scores on a recent academic achievement test fell in the "extremely low" range. *Exhibit A*, p. 5. Student's adjustment to School had been "difficult." *Id.* He was "extremely passive when it [came] to any academic expectations of output" and only worked or participated when he was "guided in a one-on-one conversation." *Id.* at p. 6.

10. The IEP contained four annual goals: one reading goal, one math goal, and two self-advocacy goals. *Id.* at pp. 11-18.

11. The IEP required direct social-emotional, math, and reading services. *Id.* at p. 21. And, as relevant here, the service delivery statement provided that: "[Student] needs 'in eye-sight' supervision to prevent unexpected behaviors and mental health support." *Id.* The IEP did not specify a service provider, location, or frequency for this supervision, and the IEP contained no other mention of "in eye sight" supervision. *See id.* at pp. 3-23.

12. Student spent 40-79% of his day in the general education setting. *Id.* at p. 22.

D. Accessibility of Student's IEP to Teachers and Others

13. During this investigation, Case Manager indicated she was "pretty sure" she provided a copy of Student's IEP snapshot to his teachers and service providers shortly after the IEP was developed in October 2025. *Interview with Case Manager*. However, the correspondence produced by District does not indicate that Case Manager sent Student's teachers or service providers an electronic copy of Student's IEP or IEP snapshot consistent with the Plan. *See Exhibit I*, pp. 1-760.

14. On October 13, 2025, Case Manager emailed Student's teachers and service providers, including physical education teacher ("P.E. Teacher"), to inform them of his accommodations. *Exhibit I*, p. 701; *see also Exhibit C*, pp. 2-3. Case Manager did not attach the IEP or an IEP snapshot. *Exhibit I*, p. 701. The CDE therefore finds that Case Manager sent Student's accommodations to Student's teachers and service providers but not his IEP or IEP snapshot. Regardless, even if Case Manager had sent Student's IEP snapshot, it would have included only the needs, goals, and accommodations sections, not the service delivery page. *Interview with Case Manager.*

15. Case Manager indicated that she never had a conversation with Parent or any staff members about the meaning of "in eye sight" supervision. *Id.*

16. In January 2026, Student enrolled in Culinary Arts class, and Case Manager forgot to send his IEP or IEP snapshot to the Culinary Arts teacher ("Teacher") after adding Student to the class roster. *Id*. Teacher did not receive a copy of Student's IEP snapshot via email, which was how she previously received other students' IEP snapshots. *Interview with Teacher.*

17. Teacher had access to Student's IEP through PowerSchool; however, she did not read the IEP in its entirety because Student rarely attended the class. *Interviews with Case Manager and Teacher.* No staff member explained the meaning of "in eye sight" supervision to Teacher, and Teacher was unaware of the "in eye sight" supervision provision in Student's IEP. *Id*. As a result, the CDE finds that Teacher was not informed of her responsibilities under Student's IEP, specifically related to his need for "in eye sight" supervision.

E. Understanding and Meaning of "In Eye Sight" Supervision

18. Student's IEP Team did not discuss the meaning of "in eye sight" supervision when developing his IEP. *Interviews with Parent and Case Manager*. Parent understood "in eye sight" supervision to mean that a staff member would watch Student from afar, even if Student was not escorted everywhere. *Interview with Parent*.

19. To Case Manager, "in eye sight" supervision meant Student needed to be in a staff member's eyesight in the classroom to prevent escalating behaviors. *Interview with Case Manager*; *Response*, p. 3. Case Manager did not understand this language to mean that Student needed supervision between classes or in the hallway. *Interview with Case Manager*. However, Case

Manager acknowledged the term was "strange" and "unclear" and that she was unsure of its meaning. *Id*.

20. Director also expressed uncertainty about the meaning of "in eye sight" supervision. *Interview with Director.* Director indicated that District had no definition for the term and that it was "vague." *Id*. District staff agreed that, if a student needed continuous supervision throughout the school day, this need should be documented more clearly in an IEP or behavior intervention plan. *Interviews with Case Manager, Director, and the District staffing Coordinator who handled Student's transfer to District ("Staffing Coordinator").*

F. Implementation of "In Eye Sight" Supervision under the IEP

21. Each of Student's classes had a special education teacher or paraprofessional to provide support to Student. *Interview with Case Manager*. These staff members were aware of Student's need for support and his tendency to elope from class. *Id*. Despite this supervision, Student often eloped from class or ran away from staff in the hallway. *Id.*

22. On February 25, 2026, Student eloped from his Unified Physical Education ("P.E.") class. *Interviews with Parent and Case Manager*; *Response*, p. 3. At the time, several staff members, including at least four paraprofessionals, were supervising the class. *Interviews with Case Manager and Staffing Coordinator*.

23. Shortly after he eloped, Teacher saw Student sitting in a stairwell and invited him to her classroom for the remainder of the period. *Interview with Teacher*; *Exhibit 1*, p. 3; *Exhibit F*, p. 2. She did not know that Student was supposed to be in class. *Interview with Teacher*. Teacher needed to pick up a delivery from the office and left Student alone in the classroom for approximately five minutes. *Id.*; *Exhibit 1*, p. 3; *Exhibit F*, p. 2. During this time, Student stole credit cards from Teacher's bag. *Interview with Teacher*; *Exhibit 1*, p. 3; *Exhibit F*, p. 2.

24. Later, Student eloped from the School building and used the credit cards at a nearby store. *Exhibit 1*, p. 3; *Exhibit F*, p. 2.

G. Subsequent Events

25. On February 27, 2026, District suspended Student for the events on February 25. *Exhibit B*, p. 3; *Exhibit I*, p. 586; *Complaint*, p. 1.

26. At the time, Student lived in a residential childcare facility ("RCCF"), a private facility located within District's boundaries. *Interview with Parent*; *Response*, p. 1. RCCF was not a District placement, was not selected by any IEP Team, and was not operated, supervised, or funded by District. *Response*, p. 1. Residence at RCCF was his sole basis for residency in District. *Id.*

27. On March 3, 2026, RCCF notified Parent and School staff that Student would be discharged due to the events on February 25, "as well as continued noncompliance with the program and lack of engagement with treatment." *Exhibit 1*, p. 6; *Exhibit I*, p. 157.

CONCLUSIONS OF LAW

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

Conclusion to Allegation No. 1: District did not ensure that Student's teachers and service providers were informed of their responsibilities for implementing Student's IEP, as required by 34 C.F.R. § 300.323(d). However, District implemented Student's IEP, as required by 34 C.F.R. § 300.323(c). This noncompliance did not result in a denial of FAPE.

I. 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. ex rel. Joseph F. v. Douglas Cnty. Sch. Dist. RE-1*, 580 U.S. 386, 391 (2017) (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. §§ 300.323(d), 300.323(c)(2).

II. IEP Accessibility and Responsibilities

A school district has an affirmative duty to ensure that each regular education teacher, special education teacher, related services provider, and any other service provider responsible for implementing an IEP has access to the child's IEP and is informed of "his or her specific responsibilities related to implementing the child's IEP," as well as the "specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP." 34 C.F.R. § 300.323(d).

Here, class rosters identified that Student had an IEP, and his teachers and service providers, including Teacher, had access to his IEP through District's online data management system. (FFs # 7, 17.) Case Manager emailed Student's accommodations to his teachers and service providers but never sent his IEP or IEP snapshot to them. (FFs # 13, 14, 16.) Nonetheless, even if Case Manager sent the IEP snapshot, it would not have included information about "in eye sight" supervision, because that portion of the IEP—the service delivery statement—is not included in the IEP snapshot. (FFs # 6, 14.)

After Student enrolled in Culinary Arts in January 2026, Case Manager forgot to send his IEP snapshot to Teacher. (FF # 16.) Teacher did not read Student's IEP in its entirety and was not aware of the "in eye sight" supervision provision. (FF # 17.) Case Manager did not explain to Teacher, or any other staff member, what this provision meant or required. (FF # 15.) Indeed,

Case Manager herself expressed uncertainty about the meaning of "in eye sight" supervision. (FF # 19.)

Based on these facts, the CDE finds that Student's teacher and service providers were not informed of their responsibilities in implementing Student's IEP or the specific supports it required. For these reasons, the CDE finds and concludes that District did not comply with 34 C.F.R. § 300.323(d).

When a school district does not satisfy its obligation of ensuring that teachers and others are informed of their responsibilities for implementing an IEP, like here, there is procedural noncompliance. *See* 34 C.F.R. §§ 300.323(d), 300.513(a). The United States Supreme Court has stressed the importance of complying with IDEA's procedural requirements. *Bd. of Educ. v. Rowley*, 458 U.S. 176, 205-206 (1982). However, procedural noncompliance is only actionable to the extent that the procedural inadequacies: (1) impeded the child's right to a FAPE, (2) significantly impeded the parent's opportunity to participate in the decision-making process regarding the provision of FAPE to the child, or (3) caused deprivation of educational benefit. 34 C.F.R. § 300.513(a)(2); *Sytsema v. Acad. Sch. Dist. No. 20*, F.3d 1306, 1313 (10th Cir. 2008).

Here, the lack of understanding of the requirements of Student's IEP did not impede his right to a FAPE or deprive him of an educational benefit. District staffed his classes with special education teachers and paraprofessionals. (FF # 21.) And, regardless of the level of supervision required by his IEP, the Record shows that Student eloped even when supervised. (*Id.*) The lack of awareness contributed to a brief deviation from Student's IEP on a single day. (FF # 23.) In addition, there is no concern that the procedural noncompliance impeded Parent's opportunity to participate in the decision-making process. For these reasons, District's procedural noncompliance under 34 C.F.R. § 300.323(d) did not result in substantive noncompliance and is therefore not actionable.

III. Implementation of "In Eye Sight" Supervision in Student's IEP

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, 300.323(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 F. App'x 252, 260 (10th Cir. 2005) (holding that minor deviations from the IEP's requirements which did not impact the student's ability to benefit from the special education program did not amount to a "clear failure" of the IEP); *T.M. v. Dist. of Columbia*, 64 IDELR 197 (D.D.C. 2014) (finding "short gaps" in a child's services did not amount to a material failure to provide related services). Thus, a "finding that a school district has failed to implement

a requirement of a child's IEP does not end the inquiry." *In re: Student with a Disability*, 118 LRP 28092 (SEA CO 2018). 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 F. App'x 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 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?

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

The CDE must first determine whether there was a shortfall between the services required by the IEP and those made available to Student. 34 C.F.R § 300.323(c)(2). In the Complaint, Parent has asserted that District did not provide "in eye sight" supervision on February 25, 2026, and that this lack of supervision caused Student to lose his residential placement and suffer a "total loss of education." (FF # 4.)

Here, the service delivery statement in Student's IEP states he "needs 'in eye-sight' supervision to prevent unexpected behaviors and mental health support." (FF # 11.) The "unclear" and "vague" language used in Student's IEP left District staff uncertain about the level of supervision he required. (FFs # 11, 19, 20.) Regardless, it was clear that Student, at least, needed supervision in the classroom. (FF # 19.) Because there was a special education teacher or paraprofessional in all of Student's classes, Student received supervision in his classes daily. (FF # 21.) However, on February 25, 2026, Student was unsupervised after he eloped from P.E. class. (FF # 22.) Teacher, who was unaware of Student's need for "in eye sight" supervision, saw Student in the hallway and invited him into her classroom. (FF # 23.) Teacher then left Student unsupervised for approximately five minutes while she went to the office. (*Id.*) During that five-minute period, Student took Teacher's credit cards, before later eloping from School. (FFs # 23, 24.) Based on

these facts, the CDE finds and concludes that there was a shortfall in the supervision for at least five minutes on February 25.

B. *Prong 2: Was the Shortfall Material?*

Because there was a shortfall in the level of supervision provided to Student, the CDE must next determine whether this shortfall represented a material failure to implement Student's IEP such that Student was denied FAPE.

Here, District staff agreed that, even though the "in eye sight" language was vague, Student's IEP at least required that he be supervised during classes. (FF # 19.) On the day in question, Teacher left Student unsupervised in her classroom for five minutes. (FF # 23.)

The CDE previously considered whether a lapse in supervision resulting in elopement constituted a material failure to implement a student's IEP. In 2025, the CDE found that staff inattentiveness allowed a six-year-old student to elope from the playground unsupervised for approximately seven to ten minutes. *Pueblo County Sch. Dist. 70*, 126 LRP 1186 (SEA CO 2025). In that case, the student's IEP required "significant adult supervision" to monitor unsafe behaviors, such as eloping. *Id*. The CDE concluded that "the incident raised serious safety concerns" but "did not constitute a material deviation from the IEP and therefore did not result in a denial of FAPE." *Id*.

The facts in this investigation are analogous to the *Pueblo County* decision. Like the child in *Pueblo County*, Student's IEP required supervision to prevent unexpected behaviors. (FFs # 11, 19.) And, in both cases, the allegations concerned brief periods in which the children were left without supervision. (FF # 23.) The CDE recognizes the gravity of the situation for Student, who lost his spot at RCCF and, as a result, his basis for residency in District. However, District was not responsible for RCCF's decision to remove Student, as RCCF is a private facility that is not affiliated with District. (FF # 26.) Thus, although elopement from campus raised safety concerns, the CDE finds and concludes that the lack of supervision did not constitute a material shortfall, and therefore, District implemented Student's IEP as required by 34 C.F.R. § 300.323(c)(2). *See Van Duyn*, 502 F.3d at 821 ("There is no statutory requirement of perfect adherence to the IEP.").

Systemic IDEA Noncompliance: This investigation does not demonstrate noncompliance that is systemic in nature and likely 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 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*.

Here, nothing in the Record indicates that District's noncompliance under 34 C.F.R. § 300.323(d) was systemic in nature. Instead, the facts show that the noncompliance arose from mistakes made by District staff members and the abnormalities of Student's IEP. Case Manager informed Student's teachers of his accommodations but forgot to send them his IEP or IEP snapshot. (FFs # 13, 14, 16.) She also did not explain Student's need for supervision to his teachers and service providers, including Teacher. (FFs # 15, 17.) At the same time, Student's IEP included his need for "in eye sight" supervision within the service delivery statement, without identifying a service provider, location, or frequency for this supervision. (FF # 11.) The IEP made no mention of Student's need for supervision elsewhere. (*Id*.) Thus, the CDE finds that the noncompliance arose from issues related to mistakes made by District staff and Student's specific IEP. For these reasons, the CDE finds and concludes that the noncompliance was not systemic in nature.

REMEDIES

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

1. Ensuring Student's teachers and service providers were informed of their responsibilities related to implementing Student's IEP, as required by 34 C.F.R. § 300.323(d).

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

1. Final Decision Review

a. Director and Case Manager must each read this Decision in its entirety, as well as review the requirements of 34 C.F.R. § 300.323(d), by **October 23, 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 **October 28, 2026**.

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

CONCLUSION

The Decision of the CDE is final and is not subject to appeal. ECEA Rule 7.06(3); *CDE's State Complaint Procedures*, Section E, ¶ 2. If a party disagrees with this Decision, that party may file a Due Process Complaint if the law permits a due process hearing on the issue in dispute. ECEA Rule 7.06(3); *CDE's State Complaint Procedures*, Section E, ¶ 2; 34 C.F.R. § 300.507(a); 71 Fed. Reg. 46,607 (August 14, 2006). This Decision shall become final as dated by the signature of the undersigned State Complaints Officer ("SCO").

Dated this 25th day of September, 2026.

Madeleine Chalifoux-Gene

Madeleine Chalifoux-Gene
State Complaints Officer

APPENDIX

Complaint, pages 1-8

- Exhibit 1: IEP, Correspondence, and Criminal Citation

Response, pages 1-9

- Exhibit A: IEPs, BIPs, Notices of Meetings, and Evaluation Report
- Exhibit B: Suspension Notifications
- Exhibit C: Schedule, Grades, and Attendance
- Exhibit D: Progress Monitoring
- Exhibit E: Service Logs
- Exhibit F: Documentation Related to February 25, 2026 Incident
- Exhibit G: School Calendar
- Exhibit H: School Policies
- Exhibit I: Correspondence
- Exhibit J: Witness List
- Exhibit K: Email Confirmation to Parent

Reply, page 1

- Exhibit 2: Correspondence Related to February 25, 2026 Incident
- Exhibit 3: Correspondence Related to Student's Competency Evaluation
- Exhibit 4: Student's Competency Evaluation
- Exhibit 5: Suspension Notification

Telephone Interviews

- Parent: August 31, 2026
- Director: September 1, 2026
- Teacher: September 3, 2026
- Case Manager: September 3, 2026
- Staffing Coordinator: September 11, 2026