BEFORE THE STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

In the Matter of Coos Bay School District 9	)	FINDINGS OF FACT,
	)	CONCLUSIONS,
	)	AND FINAL ORDER
	)	Case No. 25-054-038

I. BACKGROUND

On May 28, 2025, the Oregon Department of Education (Department) received a written request for a special education complaint investigation from the parent (Parent) of a student (Student) residing in the Coos Bay School District 9 (District). The Parent requested that the Department conduct a special education investigation under OAR 581-015-2030. The Department confirmed receipt of this Complaint and forwarded the request to the District.

Under state and federal law, the Department must investigate written complaints that allege violations of the Individuals with Disabilities Education Act (IDEA) and issue an order within sixty days of receipt of the complaint.[1] This timeline may be extended if the Parent and the District agree to the extension in order to engage in mediation or local resolution, or for exceptional circumstances related to the complaint.[2]

On June 9, 2025, the Department's Complaint Investigator sent a *Request for Response (RFR)* to the District, identifying the specific allegations in the Complaint to be investigated and establishing a *Response* due date of June 23, 2025. The District received an extension to produce the *Response* and materials by July 3, 2025.

The District submitted a *Response* on July 3, 2025, denying the allegations, providing an explanation, and submitting documents supporting the District's position. The District submitted the following relevant items:

1. District's Written *Response* to Complaint, 07/03/25
2. Daily Record, 08/28/24-10/17/24
3. Student Permanent Record, 2024-25
4. Daily Attendance Profile, 08/28/24-02/21/25
5. Assessment Plan and Consent for Evaluation, 06/12/24
6. Prior Written Notices, 11/21/24, 02/20/25, 02/21/25, 04/24/25
7. Special Education Staffing Reports, 11/21/24, 01/15/25, 02/20/25
8. Notices of Team Meeting, 12/03/24, 12/23/24, 02/15/25

[1] OAR 581-015-2030(12) and 34 CFR § 300.152(a)
[2] OAR 581-015-2030(12) and 34 CFR § 300.152(b)

9. Special Education Placement Determination, 02/20/25
10. Prior Notice and Consent for Initial Provision of Special Education Services, 02/20/25
11. Individualized Education Program, 02/20/25
12. Parent/Guardian Consent for Individual Evaluation, 02/21/25
13. Student Profile, 08/28/24
14. Interim Support Plan, no date
15. Assessment Plan and Consent for Evaluation, 06/12/24, additional signature
16. Confidential Multidisciplinary Evaluation Report, 11/13/24
17. Individualized Education Program, 12/18/24
18. Individualized Education Program DRAFT, 01/15/25
19. Eligibility Summary Statement, 11/21/24
20. Individualized Education Program, 01/15/25
21. Parental Input for Revision Meeting, 02/20/25
22. Emails, 08/15/24-05/22/25

The Complaint Investigator attempted to interview the Parent, but the Parent declined. On July 14, 2025, the Complaint Investigator interviewed District personnel. The Complaint Investigator reviewed and considered all of these documents, interviews, and exhibits in reaching the findings of fact and conclusions of law contained in this order. This order is timely.

II. ALLEGATIONS AND CONCLUSIONS

The Department has jurisdiction to resolve this Complaint under 34 CFR §§ 300.151-153 and OAR 581-015-2030. The Parent's allegations and the Department's conclusions are set out in the chart below. The conclusions are based on the Findings of Fact in Section III and the Discussion in Section IV. This Complaint covers the one-year period from May 29, 2024, to the filing of this Complaint on May 28, 2025.

Allegations	Conclusions
Child Find The Complaint alleged that the District did not identify, locate, and evaluate the Parent's child who was in need of special education and related services. (OAR 581-015-2080(2); 34 CFR § 300.111)	**Not Substantiated** The District fulfilled its Child Find obligations by actively participating in the process of identifying, locating, and evaluating the Student for special education and related services.

Allegations	Conclusions
When IEPs Must Be In Effect The Complaint alleged that the District violated the IDEA by not providing special education services in accordance with the Student's IEP. (OAR 581-015-2220; 34 CFR § 300.323)	**Not Substantiated** The District fulfilled its responsibilities in the initial evaluation and IEP development process. The reason for the lack of implementation of special education services was the Parent's refusal to provide initial consent.
IEP Team The Complaint alleged the Director of Special Education lacked specialization and training in special education, which led to a series of actions that included misunderstanding Americans with Disabilities Act (ADA) rights, refusing to honor ADA accommodations, engaging in dismissive communication, and attempting to obstruct meetings aimed at resolving issues. (OAR 581-015-2210(e); 34 CFR §§ 300.156, 300.207, 300.321)	**Not Substantiated** The Director of Special Education's role as District representative during IEP meetings aligned with their qualifications, which met or exceeded the requirements.
Free Appropriate Public Education (FAPE) The Complaint alleged the District violated the IDEA and denied the Student a FAPE. (OAR 581-015-2040; 34 CFR § 300.101)	**Not Substantiated** Under the IDEA, a school district is not considered to have violated FAPE when a parent refuses to give consent for the initial provision of services. The Parent declined to provide initial consent for the provision of special education and related services and subsequently withdrew the Student from the District.

REQUESTED CORRECTIVE ACTION
The Parent requested the following corrective action" ● "Request that TSPC investigate [the Director of Special Education's] credentials and professional conduct as a Special Education Director." ● "Request that ODE investigate the district's systemic failure to provide [a] FAPE due to unqualified leadership." ● "Request that the ADA District Attorney review this complaint as a direct violation of the Parent's rights under the ADA."

III. FINDINGS OF FACT

IDEA regulations limit complaint investigation to alleged violations occurring no more than one year before the Department's receipt of the special education complaint. This Complaint Investigation did not consider any IDEA violations alleged to have occurred before May 29, 2024. Any facts listed below relating to circumstances or incidents earlier than that date are included solely to provide the context necessary to understand the Student's disability and special education history.

1. The Student is seven years old and is not currently enrolled at a school in the District. The Student was enrolled in a charter school in the District during the complaint period. The Student exhibits academic strengths in reading, writing, and math and is described as "creative, imaginative, [and] a great storyteller." The Student is eligible for special education services in the categories of Autism Spectrum Disorder (ASD) and Other Health Impairment (OHI) effective November 21, 2024.

2. On June 12, 2024, an Assessment Plan and Consent for Evaluation were developed for the Student, which detailed the proposed assessments and the rationale for their use. It was noted that the evaluation was proposed based on the Parent's request, along with an outside agency report documenting concerns with autism and ADHD. The Parent provided their consent to evaluate by checking a box, adding their initials, and signing and dating the document on July 17, 2024. The Director of Special Education signed the document on September 9, 2024. During an interview with the Complaint Investigator, the Director of Special Education clarified that their signature on the consent served to indicate their review of the document. This review took place during their first full-staff consultation meeting of the school year, where they examined all evaluation consents received over the summer, including the one submitted by the Parent in July 2024.

3. From August 14, 2024 through August 19, 2024, emails were exchanged between the Charter School Director and the Parent, and then the Attorney for the Parent and the Attorney for the District at the request of the Parent, regarding the Student's registration and an Interim Support Plan. Relevant information was as follows:
   a. August 14, 2024: The Parent submitted registration forms and noted that the Student was not taking any medications for mental health at that time.

b. August 15, 2024: The Charter School Director confirmed receipt of one out of five required registration forms and outlined what information was still needed by August 16, 2024.
c. August 18, 2024: The Parent responded, stating that documents were attached to their email and requesting that subsequent communication occur between the Attorney for the Parent and the Attorney for the District.
d. August 19, 2024: The Attorney for the District confirmed receipt of information from the Parent and relayed the following information:
    i. The Charter School clarified that the IEP assessment was a District responsibility, and the Charter School's role was to facilitate correspondence between the Charter School and the District. They stated that once an IEP or accommodations were in place, they would support its implementation.
    ii. The Charter School indicated that, while they would typically have met for a Student Success Team (SST) plan to discuss interim accommodations, sufficient correspondence had occurred to initiate reasonable support, and the Charter School would follow the attached agreements and plans.
    iii. The Charter School confirmed their understanding of the accommodations agreed upon and documented in the interim support plan sent on July 3, 2024 and the PWNs sent to the Parent on May 21, 2024 and May 30, 2024. The Charter School expressed confusion regarding the Parent's request for further documentation, as these existing documents relayed the information the Parent sought. They also clarified that the Charter School could not force a child to take medication, but would do their best to attempt it with the agreed-upon accommodations from the previous year.
    iv. Finally, the Charter School stated that, should the Parent keep the Student home while awaiting the assessment plan, they planned to honor the District's 10-day absenteeism withdrawal policy due to a waitlist for the 2024-25 school year.
e. August 19, 2024: The Attorney for the Parent clarified information regarding the interim support plan and stated that revisions based on the Parent's requested edits were made and attached to the email. The edits were as follows:
    i. The Parent requested data collection on whether the Student was eating lunch, specifically noting prompting was not required.
    ii. The Parent asked for the plan to be a living document, explicitly listing who was responsible for implementing each part, allowing for updates as needed.
    iii. The Parent understood the bathroom was located within the classroom, as it was the previous year. If this were correct, they had no concerns about handwashing. However, if their assumption was incorrect, the Parent requested similar accommodations regarding prompting for proper handwashing.

4. The Charter School Student Profile for the 2024-25 school year, dated August 18, 2024, listed "mental health" as a health condition and included "PTSD [Post-traumatic Stress Disorder]/Suspected ASD" as descriptors with a start date of May 10, 2023. "Medically Complex" was listed with a start date of May 10, 2023 and "Dietary Restriction" was listed with a start date of January 4, 2023.

5. An undated Interim Support Plan for the Student detailed agreed-upon support strategies for the Student to be implemented at the Charter School in the following areas:

a. Classroom setting, ChapStick: "It is important for [the Student] to have access to [their] ChapStick and regular reminders to use it. The parent will provide the school with the ChapStick, and the classroom teacher will have it on their person daily. Every two hours, the classroom teacher will offer the ChapStick to [the Student] for application. … The classroom teacher will record on a data sheet whether or not [the Student] applies the ChapStick. If [the Student] refuses to apply the ChapStick, that will be recorded as well."
b. Classroom setting, water bottle: "It is also important that [the Student] have reminders to stay hydrated throughout the day. The parent will provide a water bottle for [the Student] to have in the classroom daily. At least every two hours, the classroom teacher will offer [the Student] the water bottle and encourage [the Student] to drink. … [The] classroom teacher will record on a data sheet whether or not [the Student] accepts and drinks [their] water. If [the Student] refuses the water, that will be recorded as well."
c. Lunchroom setting, lunch: "The lunchroom supervisor will record on a data sheet whether or not [the Student] accepts and eats [their] lunch. If [the Student] refuses, that will be recorded as well."
d. Medication administration: "[The Student] has a daily medication that [the Student] takes at school. The parent has shared that at home, [the Student] is given something after taking [their] medication. The parent will provide the school with the reinforcers of their choice to have at school to offer to [the Student] after taking [their] medication. Additionally, a familiar person will bring [the Student] to the office to take [the Student's] medication. When it is time for [the Student] to receive [their] medication, the following steps will be taken:"
    i. "Familiar classroom staff to [the Student] will go with [the Student] to the office."
    ii. "The office staff will have the medication and reinforcer (parent provided) ready for [the Student]."
    iii. "[The Student] will be given [their] medication and upon taking it, will be given [their] reinforcer."
    iv. "[The Student] will return to class."
    v. "A data sheet will be kept with the acceptance and/or refusal of the medication with the reinforcer." The classroom teacher and the lunchroom supervisor (unspecified) were responsible for the implementation of the plan.

6. The Student's Permanent Record listed August 28, 2024 as their entry date to the Charter School and February 21, 2025 as their exit date from the Charter School for the 2024-25 school year.

7. From August 28, 2024 through October 18, 2024, data was collected regarding the Student's behaviors regarding handwashing, drinking water, and using ChapStick. School lunch data was collected during the week of September 30, 2024 through October 4, 2024 and during the week of October 14, 2024 through October 18, 2024. Additionally, the Charter School Director emailed the Parent on September 9, 2024 through September 12, 2024 to share that the Student did not eat lunch, was provided with food and/or choices, and ate their peanut butter crackers from home instead.

8. On October 24, 2025, the Charter School Director provided records via email to the Parent and noted that the Student's lunch data was not consistently recorded. The Charter School

Director indicated that the Dean had been supporting the Student during lunch, but the Student was not eating school lunch. Additionally, the Charter School Director shared, "We have added an additional CICO [check-in check-out] chart for [the] lunch record specifically so this oversight does not continue."

9. A Confidential Multidisciplinary Evaluation Report, dated November 13, 2024, described the following: the reason for the Student's referral for a comprehensive educational evaluation, classroom information, background, and developmental history, which included that "[The Parent] suspected that [the Student] had Autism and/or ADHD [Attention-deficit Hyperactivity Disorder]. [The Parent] had suspected this early on due to [the Student's] repetitive behaviors and extreme sensitivity to sensory input." Vision and Hearing screening results were included, as was a medical statement that indicated the Student was diagnosed with ASD, ADHD, and anxiety on January 10, 2024. The current evaluation results included classroom observations, various assessments, and checklists. The report was compiled and signed by an autism evaluator, a speech language pathologist (SLP), a school psychologist, and a behavior specialist.

10. A Special Education Staffing Report from the November 21, 2024 initial eligibility meeting described the Student's strengths, the Parent's input, and the team's input. Notes included information about how the Student's autism and ADHD characteristics are presented in school and social settings and an action plan was created that included identifying the Student as eligible in the categories of ASD and OHI, but not in Speech or Language Impairment. An IEP meeting was scheduled for December 18, 2024. Agreement was indicated by a check in the "yes" column and a signature. Signatures were provided by the Parent, three administrators, a general education teacher, the Director of Special Education, an autism specialist, the Case Manager, the Attorney for the Parent, and the Attorney for the District. The Summary of Eligibility, dated November 21, 2024, aligned with the aforementioned staffing report and was signed by all invited parties except the Attorney for the District, whose signature was listed as "team member not required to sign."

11. A Prior Written Notice (PWN), dated November 21, 2024, described that the Student was found eligible as a child with a disability in the areas of OHI and ASD and the Student's educational disabilities required special education services. Procedural safeguards were provided to the Parent.

12. A Notice of Meeting was created on December 3, 2024 for an initial IEP meeting scheduled for December 18, 2024.

13. A draft IEP was created for the December 18, 2024 IEP meeting. However, on December 18, 2024, the Parent emailed the IEP team to indicate the Attorney for the Parent had a family emergency and the IEP meeting scheduled for that day needed to be rescheduled. On the same day, the Attorney for the District inquired about the rescheduling of the meeting and asked if the Parent would "... agree to an extension of the timeline for the initial IEP." The Attorney for the Parent shared that rescheduling was necessary and that they were "happy to extend the due date until the day of the rescheduled IEP meeting." On the following day, the Attorney for the District began emailing the Parent to reschedule the meeting in January

2025. A Notice of Meeting was created on December 23, 2024 for an initial IEP meeting scheduled for January 15, 2025.

14. A draft IEP, dated January 15, 2025, described the following:
    a. The section for parent concerns indicated the Student enjoyed an audience and would use their hands if they lost that audience. The Parent shared the Student was unpredictable regarding rules.
    b. The section for special factors indicated the Student exhibited behaviors that impacted their own learning or that of others, and also had communication needs.
    c. Social/emotional/behavioral goals were listed:
        i. "By the end of the IEP cycle, when given visual support and/or adult prompting, [the Student] will complete teacher[-]directed tasks and activities without refusal, whining, or leaving [their] seat (avoidance) 70% of the school day as measured by teacher observation and data collection/student work samples." The Student's present level for this goal was described as "10% with more than 5 prompts from the teacher."
        ii. "By the end of the IEP cycle, [the Student] will attend to a non-preferred independent assignment with no task avoidance or off-task behaviors (such as going to the bathroom) for 20 minutes in 3 out of 4 trials, as measured by staff documentation." The Student's present level for this goal was described as 90% task avoidance on [their] own."
        iii. "By the end of the IEP cycle, [w]hen given scenarios of social conflicts, [the Student] will demonstrate problem[-]solving and organization skills by identifying the problem and generating two solutions appropriate to the situation in four out of 5 trials, as measured by data collection." The Student's present level was described as "50%."
    d. A social/pragmatic goal was listed:
        i. "By December 2025, [the Student] will demonstrate age-appropriate pragmatic communication skills (e.g. reciprocal communication on non-preferred topics; responding to information requests) in structured activities in order to better access [their] education in 80% of analyzed opportunities as measured by SLP/SLPA data." The Student's present level indicated the Student scored in the "very low" range on an evaluation in December 2024.
    e. Specially Designed Instruction (SDI) was described for the following, but neither start nor end dates were specified:
        i. Social/emotional/behavioral by the Case Manager in the resource and general education classrooms for an unspecified number of minutes per week.
        ii. Speech-language therapy by the SLP/SLPA [Speech-Language Pathologist/Speech-Language Pathologist Assistant] in the special education classroom or speech room for 60 minutes each month.
    f. Related services were considered and determined unnecessary.
    g. The Extended School Year (ESY) information indicated the data did not show regression or recoupment of skills.
    h. The following accommodations were listed:
        i. "Allow dynamic seating with 10-15 minutes per session" by the general education teacher in the general education setting for 60 minutes per week.

ii. "Allow breaks as needed for social and emotional regulation" by the general education teacher in all school settings for 30 minutes per week.
iii. "Visual supports when presenting new information" provided by the general education teacher in the general education setting for 60 minutes per week.
iv. "Frequent checks for assignment completion" provided by the general education teacher in the general education setting for 10 minutes per week.
v. "Seat near instruction to help minimize distractions" provided by the general education teacher in the general education setting for 60 minutes per week.
vi. "Clear and concise directions and instructions" provided by the general education teacher in the general education setting for 15 minutes per week.
vii. "Frequent opportunities to practice new skills/concepts in a small group setting" provided by the general education teacher in all school settings for 30 minutes per week.

i. The following supports for school personnel were described:
   i. "Consultation to staff/parents" by a case manager for 10 minutes every year.
   ii. "Autism consultation to staff/parent" by an autism specialist for an unspecified number of minutes.

j. The Non-Participation Justification Statement indicated that "The team has determined the student will need to be removed from participation with nondisabled students in order to receive specially designed instructions [*sic*], related services, or supplementary aids or services." The removal will be from the regular classroom so that "[the Student] will receive social/emotional support and services in the resource room for *** minutes per week" because the Student's social/emotional skills are below grade level and the Student "needs small group instruction in this area in order to make appropriate social/emotional gains in the school environment."

15. A second draft IEP, dated January 15, 2025, included the following relevant information different from the first draft and based on the Parent's input after they reviewed the first draft:
    a. The section for parent concerns indicated that the Student "... gets overwhelmed and when [the Student] is overwhelmed [the Student] struggles with communicating what [the Student] needs."
    b. ESY would be determined by June 2, 2025.
    c. The following accommodations were listed:
       i. An Interim Support Plan provided by the general education teacher in all school settings for 20 minutes per day.
       ii. "Additional processing time in social times and academics (up to 20 seconds)" by the general education teacher in all school settings for 30 minutes per week.
       iii. "Extra time for all assignments and assessments (up to one additional day)" provided by the general education teacher in the general education setting for 60 minutes per week.
    d. The following supports for school personnel were described:
       i. "Speech consultation to staff/parents" by an SLP for 60 minutes every year.
       ii. "Consultation to staff/parents" by a case manager for 60 minutes every year.
       iii. "Autism consultation to staff/parent" by an autism specialist for 120 minutes every year.

e. The Non-Participation Justification Statement indicated that "The team has determined the student will need to be removed from participation with nondisabled students in order to receive specially designed instruction, related services, or supplementary aids or services." The removal will be from the regular classroom so that "[the Student] will receive social/emotional support and services in the resource room for 60 minutes per week" because the Student's social/emotional skills are below grade level and the Student "needs small group instruction in this area in order to make appropriate social/emotional gains in the school environment."
f. The Parent's Rights section was not initialed to indicate that the Parent had the opportunity to participate in the development of the IEP or that they received a copy of the "Parent Rights" document.

16. A third draft IEP, dated January 15, 2025, included the following relevant information different from the previous drafts:
    a. The section for parent concerns stated, "[The Parent] still fundamentally disagrees with the refusal to conduct an FBA [Functional Behavior Assessment], because [the Parent] feels that many of [the Student's] needs are behavior[-]driven and having an FBA and BIP [Behavior Intervention Plan] to understand those behaviors would create a more robust IEP that targets the roots of the issues, rather than the symptoms. [The Parent] also has a concern regarding transportation. [The Parent] is taking [the Student] to school and does not feel that [the Student] can successfully navigate the regular school bus. [The Parent] would like to ask for special education transportation to and from school. [The Parent] would like to see [the Student] have stim[ulation] toys/fidgets as an accommodation and [would] like feedback from staff on what they feel might be helpful for [the Student]. [The Parent] would also like to make sure [the Student] is required to socialize with peers at recess/unstructured time. During the meeting, [the Student's] teacher mentioned that [the Teacher] has been helping [the Student] during those times (which is normally great), but [the Parent] doesn't want that teacher feeling taken advantage of ('held hostage' is [the Parent's] term). [The Parent] would also like to see good data on ESY."

17. During an interview with the Complaint Investigator, the Director of Special Education explained the multiple drafts with the same date: the most comprehensive document reflected the IEP meeting with added parental concerns, while other drafts were sent to the Parent pre-meeting per their request.

18. Meeting minutes from the January 15, 2025 initial IEP meeting rescheduled from December 18, 2024, described the Student's strengths, the Parent's input around functional communication, and the team's input around the Student's improved skills. The notes included the following:
    a. 60 minutes of SDI per week in the area of social-emotional.
    b. 60 minutes of SDI per month for speech.
    c. 60 minutes per year of speech consultation.
    d. 120 minutes per year of autism consultation.
    e. Accommodations for extra time for assignments/assessments, additional processing time, and the interim support plan.

f. Notes indicated "Consent into [special education] was not signed at this meeting. IEP [and] goals not implemented … Another meeting will be scheduled."

19. On January 27, 2025, the Attorney for the District emailed the Attorney for the Parent, "Have you and [the Parent] had a chance to compile [the Parent's] concerns for input into [the Student's] IEP?" The Attorney for the Parent responded that the Parent "fundamentally" disagreed with the District's "... refusal to conduct an FBA because [the Parent] feels that many of [the Student's] needs are behavior[-]driven and having an FBA and BIP to understand those behaviors would create a more robust IEP that targets the roots of the issues, rather than the symptoms. Although [the Parent] has phrased this as a refusal, we did not discuss an FBA at all as part of the IEP meeting, at least to my recollection. I spoke with [the Dean] and [the Dean] reminded me that this was a question back in June when the evaluation process was starting. [The Parent] wanted an FBA related to [the Student's] refusal to take medication. To us, that seemed more like a medical concern. Now, given that we have other behavioral concerns and goals for [the Student], is it worth revisiting this request and doing an FBA related to more generalized refusal behavior in the school setting? I think that's a fair question at this point. Either way, that's a new discussion, and there was no refusal at the IEP meeting." Additionally, the Attorney for the Parent posed questions about specialized transportation and indicated that the Parent would like to add a fidget accommodation. According to the Attorney for the Parent, the Parent wanted to ensure peer socialization during recess and unstructured times and also wanted to see data regarding ESY. This information was reflected in the third draft of the IEP.

20. A Notice of Team Meeting was created on February 15, 2025 for an IEP meeting scheduled for February 20, 2025.

21. The IEP, dated February 20, 2025, outlined the previously drafted information and the following additional information:
    a. Related services included daily transportation by the transportation department to and from school for 60 minutes per day, starting on February 20, 2025, and ending on February 19, 2026.
    b. A social/pragmatic goal was listed:
        i. "By February 2026, [the Student] will demonstrate age-appropriate pragmatic communication skills (e.g. reciprocal communication on non-preferred topics; responding to information requests) in structured activities in order to better access [their] education in 80% of analyzed opportunities as measured by SLP/SLPA data." The Student's present level indicated there was an evaluation in December 2024 and that there was "no baseline data."
    c. The following accommodations were listed:
        i. "Allow access to fidget items in the classroom," provided by the general education teacher in all school settings for 300 minutes per day from February 20, 2025 through February 19, 2026.
    d. The Parent's Rights section was not initialed to indicate that the Parent had the opportunity to participate in the development of the IEP or that they received a copy of the "Parent Rights" document.

e. An unsigned Special Education Placement Determination, dated February 20, 2025, outlined available placement options. No option was selected.

22. A Special Education Staffing Report from the February 20, 2025 IEP meeting described the Student's strengths and noted the following:
    a. Parent input:
        i. The Parent was concerned that an FBA was "denied." An email and a PWN had been sent. The Attorney for the Parent and the Parent believed an FBA was needed for a "root cause for behavior."
        ii. The Parent asked for special transportation due to safety and social concerns, and the District agreed.
        iii. The Parent requested toys and fidgets for stimulation, and the District agreed.
        iv. "[The] Parent wants [the Student] to be required to play with peers. This is already happening. Concerned that adult assistance is needed to plan for recess."
    b. Team input:
        i. An email sent earlier that day had not yet been reviewed due to "timeliness of [the] email."
        ii. "[The Dean] does not believe an FBA is necessary."
        iii. Additional information was shared about the bus, ESY, and feeding. It was noted that ESY data could not be tracked until "initial placement is signed."
        iv. The Parent requested that a goal be removed because "they are wrong."
        v. It was explained that the goals are "valid."
        vi. "Offered to start the IEP. Parent declined."
        vii. An action plan listed the following:
            (1) Add accommodations for transportation and fidgets or toys for stimulation.
            (2) Send another PWN for the FBA and proposed changes.
            (3) ESY data due date of June 2, 2025 "if we can start before spring break."
            (4) "Consent for initial placement: no consent given by parent."
            (5) Another meeting needed to be scheduled for March 20, 2025 at 1:00 p.m.

23. The PWN, dated February 20, 2025, for an IEP meeting that occurred that same day, included the following:
    a. The District's proposal for the provision of a FAPE:
        i. "[The Student's] IEP team met to review the accommodation suggestions that … [the Parent] provided to the District after the last meeting on 1/15/25. The district is proposing to add these accommodations to [the Student's] IEP to better support [the Student's] needs in the classroom. The suggested accommodations are as follows:"
            (1) Conducting an FBA and BIP in order to understand the Student's behaviors.
            (2) Providing special transportation to and from school as the Student "is not able to navigate a regular school bus."
            (3) Allowing the Student to use toys and/or fidgets for stimulation.
            (4) "Based on the evaluation results, progress data, and input from school staff, the district is offering an IEP that is appropriate to address [the Student's] behavioral needs. The district is ready, willing, and able to implement the IEP as written and presented to the team on 2/20/25."

ii. The District described the rationale for their proposal, the list of assessments used as a basis for the proposal, and indicated that "No other options were deemed necessary or appropriate at this time. The proposed and accepted action was determined to be the most suitable approach based on [the Student's] current needs."
iii. The District included the following relevant factors:
(1) "You have the right to refuse to consent to the initial placement into special education. If you choose not to consent, the district cannot provide special education services to [the Student]. However, we encourage you to discuss your concerns with us, as we want to ensure [the Student] receives the services [the Student] needs for [their] educational success."
(2) "If you decide you would like to agree to the proposed IEP, the team will reconvene again on March 20th at 1:00 p.m. [virtually]."

24. The Prior Notice and Consent for Initial Provision of Special Education Services, dated February 20, 2025, indicated that the Student was eligible to receive special education services, and those services were described in the IEP dated February 20, 2025. The PWN also documented the following:
a. Proposed action: The team had found the Student eligible to receive special education services in the areas of "social/emotional and pragmatic services" under the eligibility category of Autism Spectrum Disorder.
b. Basis of proposed action: "All documents reflecting [the Student's] academic performance, social/emotional, standardized testing, teacher reports, and assessments were discussed and reviewed."
c. Other options considered: Not providing special education services.
d. Reason for deciding against the other options considered: The evaluation data indicated that the Student had a disability that required special education services "to aid [them] in finding success in the general education classroom."
e. Other factors considered: "Providing support within the general education setting and not small group instruction in the resource room."
f. This copy of the document was not signed by the Parent.

25. During an interview with the Complaint Investigator, the Case Manager recalled a document provided by the Parent approximately an hour before the February 20, 2025 meeting, which contained goals the Parent wanted the Charter School to work on. The document, entitled "Parental Input for Revision Meeting," dated February 20, 2025, outlined concerns with the proposed goals as follows:
a. Goal 1, concerning teacher-directed tasks, combined two distinct skills that should have been separated: following directions and completing tasks when external factors, rather than resistance, were the barrier. To achieve this goal, the Parent proposed separating the objectives, testing assistive technology such as visual prompts, capping the number of prompts, detailing teaching methods, and documenting specific behaviors of resistance.
b. For Goal 2, which addressed attention to independent assignments, the Parent sought clarification on data collection methods, the Student's baseline time, the specific supports and skills taught, and a precise definition of "90% task avoidance."

c. Regarding Goal 3, focused on social conflict problem-solving, the Parent wanted to know how the skill was being taught and the expected improvement trajectory.
d. Goal 4, addressing pragmatic communication skills, was considered confusing. The Parent requested clarification on the Student's baseline, the specific aspects of reciprocal communication being addressed, data collection methods, and teaching strategies. They also suggested a consultant for functional communication.
e. Finally, the Parent noted the absence of goals or accommodations for eating, feeding, and transportation, which they viewed as an ongoing safety issue and a significant barrier to the Student's education.

26. A PWN, dated February 21, 2025, documented the District proposed conducting an FBA based on information from teachers, the Parent, and documentation. On the same day, a Parent/Guardian Consent for Individual Evaluation was created "To gain more information on [the Student's] refusal behavior in the school setting" and included an FBA. The consent was not signed by the Parent.

27. On February 21, 2025, the Parent emailed the Charter School, "Please accept our resignation from [the Charter School]. [The Student's] last day will be today, 2-21-25. When they're up to date and completed, I would like a full copy of [the Student's] records … ." The Student was unenrolled from the School on February 21, 2025.

28. On April 16, 2025, the Parent emailed the District, "I am writing to formally notify the district that my children, [REDACTED] and [the Student], are withdrawn from their respective schools due to the district's continued failure to provide appropriate disability-related accommodations and services … . [The Student] was found eligible for special education services, but no IEP goals or implementation plan were finalized. [The Student's] school placement - an out-of-boundary choice - was withdrawn due to the district's failure to address critical issues impacting [the Student's] health, attendance, and educational access, including an unresolved feeding issue that directly impacts [the Student's] ability to benefit from instruction."

29. A PWN, dated April 24, 2025, described the following:
a. Actions Proposed: "[The District] acknowledges your intent to homeschool [the Student] and will no longer offer educational services effective 2/21/2025, unless [the Student] is re-enrolled within [the District]." The District explained, "This action is based on your notification of intent to homeschool, filed on 2/21/2025, in accordance with OAR 581-021-0029 (Homeschooling for Children with Disabilities). By choosing to homeschool your child, the parent assumes full responsibility for overseeing and providing [the Student's] education, in place of [the District]."
b. The District noted that the Student was eligible for special education services and was offered an IEP and a placement, stating, "The District stands ready to implement and provide services when initial consent into special education is signed by the parent."
c. The District indicated that the Student was available to enroll at the Charter School or an elementary school in the future and indicated that the Parent "... assumes responsibility for curriculum, instruction, and recordkeeping while homeschooling [the Student]. [The Student] may still be eligible for special education services if an initial placement into

special education is signed along with the proposed IEP and Placement." The District indicated that they were willing to convene another IEP meeting to consider providing special education and related services in conjunction with homeschooling.

30. On May 6, 2025, the Director of Special Education emailed the Parent, clarifying the District's position regarding the Student's special education services. They noted the following:
    a. The District asserted that the Student was eligible for special education and related services.
    b. The primary reason for the lack of a finalized IEP and the provision of services was reportedly the Parent's unwillingness to meet with the District. The Director of Special Education wrote, "Since our last meetings for [the Student], you have not been willing to meet with us to discuss lingering questions or concerns," and "Since we were unable to finish the IEP because you did not want to meet with us regarding your latest concerns after our last meeting, we also were not able to discuss placement."
    c. The email indicated that the District had made efforts to offer an IEP and services and attached a PWN "regarding the district's offer to [the Student] should [they] return to the district or should you choose to access special education as a homeschooler." The email also stated, "Attached, please find the latest version of the proposed IEP from our most recent discussions, as well as a [PWN] explaining the district's offer of services and supports and a proposed [FBA]."
    d. The Director of Special Education concluded by stating the District was open to discussing services for the Student as a homeschooler or upon re-enrollment, stating, "Of course, if you reenroll [the Student] at any point, we are happy to continue our discussion regarding the proposed IEP for [the Student] and move forward with providing [them] services upon your consent." They also stated, "We would also consider any other placement options that you would like us to consider if they are not already documented on this placement page."

31. The Student's Daily Attendance Profile for the 2024-25 school year indicated that the Student's attendance was marked by a combination of excused absences and both unexcused and excused tardies. Excused absences were recorded for behavioral health issues, transportation problems related to family appointments, and illness. Unexcused absences were noted. Medical appointments and some instances of late arrival or early departure contributed to excused tardiness.

32. On May 28, 2025, the Parent filed this Complaint.

33. During an interview with the Complaint Investigator, the Case Manager shared the following:
    a. Role and involvement with the Student: The Case Manager became involved when the Student enrolled at the Charter School. The Case Manager completed the Student's evaluation, participated in the eligibility meeting and findings, and provided the draft IEPs. They would have served as the Student's case manager if consent for the provision of special education services had been provided by the Parent.
    b. February 20, 2025 IEP meeting: According to the Case Manager, this was the last IEP meeting for the Student, and a draft IEP and placement determination were presented by the District. The discussion revolved around what the District proposed providing based

on the Student's evaluation results and eligibility, but no placement selection or rejection was made on the placement determination page because as the Case Manager stated, "In order to present or select a placement, we have to have initial agreement into special education and we did not reach that with [the Parent]."

c. The Parent's refusal of initial consent: According to the Case Manager, the Parent did not sign the initial consent form because they "felt the goals needed to be what [the Parent] had written because [the Parent] was the one that was in the know on what [the Student] needed and not the school district, the teachers, or the IEP team." The District's objections to the Parent's goals reportedly were that "the goals that were written were written by certified staff who know how to write goals." Additionally, the Parent's information was provided "an hour or less" before the meeting, and the District already had drafted goals based on conversations from previous IEP meetings.
d. FBA: The Case Manager recalled that a concern about an FBA was raised at the February 20, 2025 meeting, and after consideration, the District provided a PWN stating they would conduct an FBA.
e. Conclusion of the February 20, 2025 IEP meeting and the Student's withdrawal: The IEP meeting finished within the allotted timeframe, with a "hard stop" for the Parent and the team. Another meeting was scheduled for March 2025; however, the Parent sent an email the day after, on February 21, 2025, announcing the Student's withdrawal from the Charter School. The Case Manager explained that, because the Parent had previously referenced homeschooling the Student and no other school had requested the Student's records, the District's assumption was that the Parent intended to homeschool the Student. Regarding the PWN dated April 24, 2025, due to a family emergency at the time, the Case Manager could not recall why it was dated for that specific date rather than closer to the February 21, 2025 notification of the Student's withdrawal from the Parent.

34. During an interview with the Complaint Investigator, the Director of Special Education shared the following:
    a. Role: The Director of Special Education explained they primarily interfaced with the Parent through emails or meetings, as the Parent had requested all communication be conducted via email or a virtual platform. No phone calls or additional in-person meetings took place. During IEP meetings, they served as the District representative.
    b. Background: The Director of Special Education's background included 13 years as a special education teacher in the District, several years as the special education coordinator for the high school, and a doctorate degree in special education. Their first year as the Director of Special Education, and 18th year in the District, began July 1, 2024.
    c. February 20, 2025 IEP meeting: According to the Director of Special Education, this meeting was not completed because it became unproductive. The Parent reportedly disagreed with the proposed IEP goals and wished to write the goals themselves. This led to a point where, according to the Director of Special Education, a statement was made that District staff "weren't qualified to write the goals," causing the meeting to devolve, and ultimately, it was stopped. The parties agreed to schedule another meeting to finalize the IEP.
    d. The Student's withdrawal: On February 21, 2025, the Parent sent an email using the term "resigning" from the Charter School. According to the Director of Special Education, the District interpreted this as the Parent's intention to withdraw the Student from the

District, equating "resignation" with "withdrawal." The District reportedly responded with a PWN, affirming their "readiness to serve." The assumption was made that the Parent would be homeschooling the Student, as no information was received about the Student's enrollment elsewhere. On April 16, 2025, the Parent sent another email formally notifying the District of the Student's withdrawal. The Director of Special Education expressed uncertainty as to why this second email was sent, as the Student had already been withdrawn from the Charter School following the "resignation" email in February 2025.

35. The Complaint Investigator contacted the Parent on June 9, 2025, June 23, 2025, and July 9, 2025 about scheduling an interview and offering the Parent an opportunity to provide any additional information. On July 14, 2025, the Parent responded to the Complaint Investigator, "I decline to participate in an interview. My original complaint was submitted with full documentation … ."

36. The District's *Response* dated July 3, 2025, described the Director of Special Education as serving the role of a District representative for the IEP team. Their qualifications reportedly include a teaching license with a special education endorsement, an administrative license, and a doctorate in education with a specialization in educational leadership, focusing on special education and counselor education.

IV. DISCUSSION

Child Find

The Parent alleged the District did not identify, locate, and evaluate the Parent's child, who was in need of special education and related services.

School districts are responsible for identifying, locating, and evaluating all children with disabilities who require early intervention, early childhood special education, or special education services, regardless of the severity of their disability. This includes highly mobile children (migrant and homeless), wards of the state, Indian preschool children on reservations, children suspected of a disability despite advancing grades, children in public charter schools, home-schooled children, children below compulsory attendance age not enrolled in school, children above compulsory attendance age without a regular high school diploma, and children attending private schools.[3]

Public agencies, including school districts, must adhere to specific evaluation procedures before deciding if a child has a disability or continues to have one. This includes a spectrum of disabilities. Either a parent or the public agency can initiate a request for an initial evaluation to determine if a child has a disability, provided they meet the consent requirements. An initial evaluation is mandatory if a public agency suspects a child's disability negatively impacts their educational performance and that the child may need special education services as a result. To

[3] OAR 581-015-2080(2); 34 CFR § 300.111

determine whether an initial evaluation will proceed, the public agency must assemble a team consisting of the parent and at least two professionals, with one being a specialist experienced in evaluating and educating children with disabilities. This team can make a decision without a meeting, but if a meeting occurs, parents must receive an invitation to participate.[4]

The Student's enrollment in a District charter school from August 2024 to February 2025 established the District's responsibility under the Child Find requirements. The evaluation process began on June 12, 2024, when the Parent, supported by an outside agency report detailing concerns about autism and ADHD, directly requested an assessment. In response, the District developed an Assessment Plan and Consent for Evaluation, which the Parent explicitly consented to on July 17, 2024. This consent enabled the District to proceed with the assessment.

A Confidential Multidisciplinary Evaluation Report, dated November 13, 2024, detailed the referral reason, background, and developmental history, which included the Parent's suspicions of autism and ADHD. The report also incorporated vision and hearing screening results and a medical statement confirming the student's diagnoses of ASD, ADHD, and anxiety on January 10, 2024. This comprehensive report, which featured classroom observations, various assessments, and checklists, was compiled and signed by an autism evaluator, an SLP, a school psychologist, and a behavior specialist. Subsequently, a Special Education Staffing Report from the initial eligibility meeting on November 21, 2024, confirmed the Student's eligibility in the categories of ASD and OHI. On the same day, a PWN was issued, stating that the Student was found eligible as a child with a disability requiring special education services.

This sequence of events demonstrated that, once aware of potential disability concerns (initiated by the Parent), the District followed the appropriate steps to evaluate the Student. The evaluation was comprehensive, conducted by a multidisciplinary team, and resulted in a formal determination of eligibility for special education services, which was communicated to the Parent. Therefore, based on the provided evidence, the District fulfilled its Child Find obligations by actively participating in the process of identifying, locating, and evaluating the Student for special education and related services.

The Department does not substantiate this allegation.

When IEPs Must Be In Effect

The Parent alleged the District violated the IDEA by not providing special education services in accordance with the Student's IEP.

At the beginning of each school year, a school district must have in effect an IEP for each child with a disability within the district's jurisdiction. School districts must provide special education and related services to a child with a disability in accordance with an IEP. For initial IEPs, a school district must conduct a meeting to develop the IEP within 30 calendar days of a determination that the child needs special education. As soon as possible following the development of the IEP, special education and related services must be made available to the

[4] OAR 581-015-2105; 34 CFR § 300.301

child in accordance with the child's IEP. Regarding IEP accessibility, each school district must ensure that the IEP is accessible to all regular education teachers, special education teachers, related services providers, and other service providers responsible for its implementation. They must also inform each teacher and provider of their specific responsibilities for implementing the child's IEP and the specific accommodations, modifications, and supports that must be provided for or on behalf of the child in accordance with the IEP.[5]

Before a school district can provide special education and related services to a child, it must obtain informed consent from the child's parent or guardian. The district is required to make reasonable efforts to get this consent. However, if a parent refuses to give consent, does not respond to a request for consent, or withdraws consent for initial special education and related services, the school district will not be considered in violation of the requirement to provide a FAPE to the child for not providing the services for which consent was sought, and the school district is not required to hold an IEP meeting or develop an IEP for the child for those specific services.[6]

An initial evaluation process for the Student began in June 2024, with parental consent obtained in July 2024, and resulted in the Student's eligibility determination on November 21, 2024. Although an Interim Support Plan was in place and multiple IEP meetings were scheduled or held between December 2024 and February 2025, a finalized IEP was never implemented. The District drafted IEPs that included parental requests, such as an FBA, special transportation, and fidgets. However, the Parent withheld informed consent before the initial provision of special education services, reportedly due to disagreements over IEP goals. The Student was withdrawn from the Charter School in February 2025, and the District subsequently informed the Parent that services would not be offered without re-enrollment and consent to provide services. The District consistently stated its readiness to provide services upon the Parent's initial consent to provide special education services.

The allegation centers on the District's failure to provide special education services in accordance with the Student's IEP. The timeline of events showed the District's efforts to comply with its obligations, including conducting an evaluation, determining eligibility, and drafting multiple IEPs that incorporated parental input. The critical determining factor was the Parent's refusal or failure to respond to requests for informed consent before the initial provision of special education services. This consent is required for the District to implement an IEP and provide services. While the Parent expressed dissatisfaction with the IEP goals, their withholding of consent directly prevented the IEP from becoming "in effect." The Student's subsequent withdrawal from the Charter School further removed the Student from the District's direct purview for service provision. However, the District consistently communicated its readiness to provide services upon receipt of this consent, even after the Student's withdrawal.

Furthermore, without the Parent's initial consent to provide special education services, the District was not obligated to convene an IEP meeting or develop an IEP for the Student. The evidence showed multiple meetings with the Parent and drafted IEPs based on evaluation

[5] OAR 581-015-2220; 34 CFR § 300.323
[6] OAR 581-015-2090(4); 34 CFR § 300.300(b)

results and parental input, which further demonstrated the District's action and willingness to provide necessary services for the Student. The Parent did not provide evidence or interview information to contradict this or to support their allegation.

The evidence provided indicated that the District fulfilled its responsibilities in the initial evaluation and IEP development process. The reason for the lack of implementation of special education services was the Parent's refusal to provide initial consent, which is a necessary step for the implementation of an IEP under the IDEA.

The Department does not substantiate this allegation.

IEP Team

The Parent alleged the Director of Special Education lacked specialization and training in special education, which led to a series of actions that included misunderstanding ADA rights, refusing to honor ADA accommodations, engaging in dismissive communication, and attempting to obstruct meetings aimed at resolving issues.

School districts must ensure the IEP Team for each child with a disability includes a representative of the school district, who may also be another member of the team and qualified to provide or supervise the provision of specially designed instruction. The district representative must be knowledgeable about the general education curriculum and district resources and be authorized to commit district resources and ensure services set out in the IEP will be provided.[7]

According to the evidence provided, the Director of Special Education has 13 years of experience as a special education teacher and several years as a high school special education coordinator within the District. Their tenure as Director of Special Education began on July 1, 2024, marking their 18th year with the District. In their role as District representative during IEP meetings, their qualifications included a teaching license with a special education endorsement, an administrative license, and a doctorate specializing in educational leadership with a focus on special education and counselor education. The Director of Special Education primarily communicated with the Parent via email or a virtual platform, honoring the Parent's request to avoid phone calls or in-person meetings.

Evidence showed that the Director of Special Education engaged collaboratively by reviewing the consent for evaluation, facilitating its completion, and participating in multiple IEP meetings and drafts, some at the Parent's specific request, to incorporate parental concerns. The February 20, 2025, IEP meeting reportedly became unproductive and ultimately stopped due to disagreements over IEP goals, with the Director of Special Education stating the Parent wished to write the goals themselves and made dismissive comments about staff qualifications. Despite this, the District agreed to schedule another meeting and, even after the Student's withdrawal, the Director of Special Education continued to offer services and readiness to

[7] OAR 581-015-2210(1)(e); 34 CFR §§ 300.156, 300.207, 300.321

reconvene meetings, consistently affirming the District's commitment to providing services to the Student.

The Director of Special Education's role as District representative during IEP meetings aligned with their qualifications. These qualifications demonstrably meet and exceed the standard requirement for an IEP team representative to be "qualified to provide or supervise the provision of specially designed instruction" and "knowledgeable about the general education curriculum and district resources." The allegation regarding a lack of specialization and training is directly contradicted by these facts.

Regarding the Director of Education's actions and communication, the evidence indicated a pattern of engagement and collaboration that does not support an attempt to obstruct meetings or a refusal to offer services as alleged. There is no direct evidence provided to substantiate the claims of misunderstanding ADA rights, outright refusal to honor accommodations, or active obstruction of meetings. The Parent also declined to provide any supporting evidence or testimony to corroborate their claims.

The Department does not substantiate this allegation.

Free Appropriate Public Education (FAPE)

The Parent alleged the District violated the IDEA and denied the Student a FAPE.

School districts must provide a FAPE to all school-age children with disabilities for whom the district is responsible.[8] If a parent refuses to give consent, does not respond to a request for consent, or withdraws consent for initial special education and related services, the school district will not be considered in violation of the requirement to provide a FAPE to the child for failing to provide the services for which consent was sought.[9]

The District identified the Student as eligible for special education services on November 21, 2024. This demonstrated the District's recognition of the Student's need for special education. Following this, the District engaged in a series of actions aimed at providing a FAPE, including: scheduling multiple IEP meetings (December 18, 2024; January 15, 2025; February 20, 2025; and proposing March 20, 2025); developing multiple draft IEPs that evolved to incorporate parent concerns, detailing proposed goals, specially designed instruction, and accommodations; issuing a PWN on February 20, 2025, which explicitly stated the District was "ready, willing, and able to implement the IEP as written and presented to the team;" and addressing the Parent's request for an FBA by issuing a PWN and consent form on February 21, 2025, proposing to conduct one.

Despite the District's offers, the evidence indicated a consistent lack of parental consent for the initial provision of special education services. The January 15, 2025, IEP meeting concluded with "Consent into [special education] was not signed at this meeting. IEP [and] goals not

[8] OAR 581-015-2040; 34 CFR § 300.101
[9] OAR 581-015-2090(4); 34 CFR § 300.300(b)

implemented." At the February 20, 2025, IEP meeting, the Parent declined to consent for initial placement, and the "Prior Notice and Consent for Initial Provision of Special Education Services" document from that date was not signed by the Parent. The Case Manager explicitly stated the Parent "felt the goals needed to be what [the Parent] had written ... and not the school district, the teachers, or the IEP team," explaining their refusal to sign. The Parent also did not sign the consent for the proposed FBA on February 21, 2025.

Finally, on February 21, 2025, the Parent formally withdrew the Student from the Charter School, citing the District's "continued failure to provide appropriate disability-related accommodations and services" and that "no IEP goals or implementation plan were finalized." This withdrawal occurred after the District had made its offer of FAPE and after the Parent had declined to provide consent for initial provision of services. After the Student's withdrawal, the District continued to affirm its readiness to provide FAPE as evidenced by a PWN on April 24, 2025, stating the District's readiness to implement and provide services, or convene another IEP meeting to discuss the Parent's concerns. Additionally, a May 6, 2025 email from the Director of Special Education reiterated that the lack of a finalized IEP was due to the Parent's "unwillingness to meet with us to discuss lingering questions or concerns" and confirmed the District's continued offer of services upon consent.

The District's ability to provide initial special education and related services is contingent upon obtaining parental consent. The evidence showed that the District moved through the evaluation and IEP development process, proposing a FAPE and making it available. The ongoing impasse stemmed from the Parent's refusal to provide the necessary consent for the initial implementation of the IEP and services. Under the IDEA, a school district is not considered to have violated FAPE when a parent refuses to give consent for the initial provision of services. While there were disagreements over specific components of the IEP (like the FBA or goal wording), the District demonstrated flexibility (e.g., agreeing to transportation and fidgets) and a willingness to continue the IEP process. The ultimate non-implementation of the IEP and services was a direct result of the Parent withholding initial consent and subsequently withdrawing the Student.

The Department does not substantiate this allegation.

V. CORRECTIVE ACTION[10]

In the Matter of Coos Bay School District
Case No. 25-054-038

The Department does not order corrective action in this case.

Dated: this 25 Day of July 2025

[10] The Department's order shall include any necessary corrective action as well as documentation to ensure that the corrective action has been completed (OAR 581-015-2030(13)). The Department expects and requires the timely completion of corrective action and will verify that the corrective action has been completed as specified in any final order (OAR 581-015-2030(15)). The Department may initiate remedies against a party who refuses to voluntarily comply with a plan of correction (OAR 581-015-2030(17) & (18))



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Ramonda Olaloye
Assistant Superintendent
Office of Enhancing Student Opportunities

E-mailing Date: July 25, 2025

Appeal Rights: Parties may seek judicial review of this Order. Judicial review may be obtained by filing a petition for review within sixty days from the service of this Order with the Marion County

Circuit Court or with the Circuit Court for the County in which the party seeking judicial review resides. Judicial review is pursuant to the provisions of ORS § 183.484. (OAR 581-015-2030 (14).)