BEFORE THE STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

In the Matter of Portland School District 1J	)	FINDINGS OF FACT,
	)	CONCLUSIONS,
	)	AND FINAL ORDER
	)	Case No. 25-054-094

I. BACKGROUND

On December 17, 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 Portland School District 1J (District). The Parents 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 Parents 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 December 24, 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 January 16, 2026.

The District requested an extension and submitted a *Response* on January 30, 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, dated 1/30/25
2. Prior Written Notice, 10/09/25
3. Individualized Education Program (IEP), 05/27/25
4. IEP Progress Report, 10/27/25
5. Meeting Minutes, 05/27/25
6. IEP, 09/26/25
7. Meeting Notes, 09/26/25
8. IEP Progress Report, 12/16/25
9. Email, re: Final Demand: Implement Agreed Compensatory Education Remedy for [the Student], 12/15/25-12/16/25

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

10. Email, re: [the Student] Testing, 10/09/25
11. Email, re: [the Student] Evaluation Planning, 10/01/25
12. Email, re: [adaptive physical education] APE Info, 09/30/25
13. Email, re: APE Info, 09/30/25-10/01/25
14. Email, re: Acceptance of Resolution for Missed Instructional Hours, 09/26/25
15. Email, re: Formal Demand for Reimbursement Due to Failure to Provide IEP, 07/05/25-07/09/25
16. Daily Attendance Profile, 2025-26 School Year
17. Prior Written Notice, 07/17/25

The Parent submitted a *Reply* on January 27, 2025, providing an explanation in support of the Parents' position.

The Complaint Investigator interviewed the Parent on February 5, 2026. From February 5 to February 6, 2026, 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 Parents' 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 December 18, 2024, to the filing of this Complaint on December 17, 2025.

Allegations	Conclusions
Parent Participation/Opportunity to Examine Records The Parent alleged the District violated the IDEA by issuing a Prior Written Notice (PWN) which was different from the accepted compensatory remedy, which impeded parental participation. (OAR 581-015-2300(2)(a)(b)(3)(b); 34 CFR § 300.501(a)(1)(2))	**Not Substantiated** The record does not show the issued PWN has impeded parental participation.
When IEPs Must Be In Effect The Parent alleged the District violated the IDEA by not providing the Student with special education services, as defined in their IEP, during the 2024-25 school year. Additionally, the Parent alleged the District failed to provide agreed upon compensatory education.	**Substantiated in Part** The District did not fully implement the Student's IEP during the 2024–25 school year and acknowledges that. The evidence does not support a

Allegations	Conclusions
(OAR 581-015-2220; 34 CFR §300.323)	finding that the District failed to provide compensatory education.
Free Appropriate Public Education (FAPE) The Parent alleged the District violated the IDEA by denying the Student a FAPE when they failed to deliver required special education services during the 2024-25 school year. (OAR 581-015-2040; 34 CFR §§300.17)	**Substantiated** The District acknowledges the gap in services during the 2024-2025 school year and has consistently offered a compensatory remedy.

REQUESTED CORRECTIVE ACTION
● Order the District to promptly provide compensatory education in a manner that is timely, effective, and consistent with IDEA, without imposing undisclosed or retroactive conditions. ● Require the District to take corrective action to ensure compliance with IDEA procedural safeguards in future compensatory education determinations.

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 December 18, 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 ten years old and attends the School in the District. The Student qualifies for special education services under the IDEA category of Specific Learning Disability (SLD).

2. The Student is pleasant, kind, and is a strong reader. The Student is enthusiastic, which tends to light up the people around them.

3. An IEP dated May 27, 2025 indicated the following relevant information:
   a. Efforts to schedule the meeting were noted as an invite sent out on January 13, 2025; an email sent to reschedule on May 21, 2025, a new meeting date and time confirmed; and on May 27, 2025, an additional email was sent as a reminder to the Parents.
   b. IEP Team members noted both Parents present at the meeting.

c. The Disability Affects the Student's Involvement and Progress in the General Education section stated, "[The Student] meets the criteria for SLD[,] which impacts [their] ability to access and progress in the general education curriculum without specialized instruction."
d. Statewide assessments indicated standard participation with accommodations for math and language arts. Accommodations were listed as, "Small group administration in a non-distracting environment, extended time, test to be broken into chunks and taken in smaller sections/ times, dictation (speech-to-text), streamlined interface mode, text-to-speech, allowable parts to be Human Read Aloud, and scribe."
e. Districtwide assessments detailed standard participation with accommodations, which were, "[The Student] gets distracted easily and requires small group administration with limited distractions. Test to be administered [and] as streamlined as much as possible."
f. Goals were listed in the areas of writing, math, adapted physical education (APE), classroom and school skills, and were to be reported quarterly through written progress notes.
g. Specially designed instruction (SDI) dated May 27, 2025 through May 26, 2026, for 60 minutes was to be provided by the LEA for the following subjects:
    i. APE [Adapted Physical Education] was provided by the APE Teacher in the general education location for 60 minutes per month.
    ii. Writing provided by the special education teacher and/or provider in the special education location for 60 minutes each week.
    iii. Mathematics was provided by the special education teacher and/or provider in the special education location for 60 minutes each week.
h. Accommodations dated May 27, 2025 through May 26, 2026, provided by the general education teacher and LEA throughout each day were listed as:
    i. In the school-wide setting, access to assistive technology (speech-to-text and note-taking application), tasks broken down into smaller steps, preferential seating, additional processing time, visual and auditory cues, access to a word bank or spelling dictionary, technology for writing, and additional time on assignments and tests for 200 minutes each.
    ii. In physical education class for 60 minutes, the use of "first-then" language for the breakdown of skills, time modification for speed of activity, number of repetitions, weight of equipment, limited physical prompting, adapted equipment for tracking and processing time, additional "lighter/smaller/larger" equipment, and additional demonstrations, examples, and practice opportunities.
i. Supports for school personnel dated May 27, 2025 through May 26, 2026, listed special education consult with general education staff provided by the LEA and special education teacher/provider for 15 minutes per month, and additional consultation by the APE teacher with general education teachers for 60 minutes per year.
j. The nonparticipation statement detailed the Student was removed from their general education peers for 140 minutes per week due to the Student requiring SDI in APE, writing, and math to access and make progress towards their plan.

4. Meeting minutes dated May 27, 2025, detailed the following information:
    a. Participation of both Parents.
    b. Minutes and parent rights were given to the Parents.

c. In regard to the APE teacher being unable to attend the meeting, the "[The] Parents expressed concern regarding lack of knowledge/info[rmation] in this area."
d. Parent concerns were listed as, "APE and lack of communication/services. [P]lacement for next year (teacher and friend placement) [-][F]ollow up next year in early fall."
e. Accommodations were agreed upon by the team.

5. In a July 5, 2025 email to the Senior Director of Special Education, the Parent requested reimbursement of services owed to the Student across three years of schooling, totaling 486 SDI hours. The Parent stated the rates for SDI as $100 per hour and for related services as $150 per hour, for a total of $53,000 owed.

6. A PWN dated July 17, 2025, detailed the District's provision of a FAPE. The description of the proposed or refused action indicated the Parents had requested reimbursement for the amount of $53,000 for 486 hours of missed SDI during the Student's 2nd, 3rd, and 4th grades. The District denied this request to investigate and verify the hours of SDI owed to the Student. The basis of this decision was because of the summer break; the District did not have access to all providers to document SDI services. The District indicated it would review all IEP documentation for the requested years. Options considered and rejected indicated not completing an investigation into SDI services provided by the IEP team. Other factors described the District requesting an IEP meeting at the start of the school year to review concerns, services, and SDI to confirm if an evaluation was to be considered.

7. An IEP dated September 26, 2025, indicated the following relevant information and changes:
   a. An effort to schedule the IEP was made on September 19, 2025, by the Assistant Director of Special Education Elementary, and was confirmed with the Parents.
   b. Both Parents were indicated as present at the meeting.
   c. Parent concerns stated, "The [P]arent would like to review services in Writing, Math, and [APE] and is requesting a re-evaluation from the [School's] [special education team]. [The] [P]arents have requested a re-evaluation. We have scheduled an evaluation planning meeting to determine which areas to assess[,] including academics, speech/language (File Review), and APE[,] to ensure we have the most current data."
   d. The present levels of academic performance detailed, "The [P]arents suggest some tools, taking a deep breath, requesting a break. … The [P]arent[s] suggested a daily communication log each day completed by the General Education Teacher."
   e. The present levels of developmental and functional performance described the Student's attendance as "exceptional." Regarding the Student's previous behavior and adaptive conclusions regarding atypical behavior, "This indicates that from the perspective of [the] [P]arents, [the Student] exhibits significant problems related to organizing, prioritizing, and activating to work; focusing, sustaining, and shifting attention; regulating alertness, sustaining effort, and adjusting processing speed; and utilizing working memory and accessing recall."
   f. Participation in the statewide science assessment with accommodations.
   g. Updated goals in writing, math, and APE.
   h. Updated SDI dated September 26, 2025 through September 25, 2026, was to be provided by the LEA in the following areas:
      i. APE by the APE teacher in the general education location for 30 minutes per week.

ii. Writing was provided by the special education teacher/provider in the general education location for 60 minutes per week.
iii. Math was provided by the special education teacher/provider in the general education location for 60 minutes per week.
iv. Classroom and school skills were provided by the special education teacher/provider in the general education location for 50 minutes per week.

i. Additional accommodations dated September 26, 2025 through September 25, 2026, schoolwide for 200 minutes throughout each day were listed as:
   i. Checking for understanding and having the Student repeat instructions back.
   ii. The use of visuals.

j. The nonparticipation statement detailed the Student was removed from their general education peers for 120 minutes per week due to the Student requiring SDI in APE, writing, and math, in order to access and make progress towards their plan.

8. A special education placement determination dated September 26, 2025 detailed the following information:
   a. Both Parents were present.
   b. Placement in a regular classroom with 80% or more in the general education curriculum, attending a neighborhood school, fewer transitions, small-group instruction at an instructional level, and opportunities to increase independence and participation with non-disabled peers was selected as the best placement to meet the Student's needs.

9. Meeting notes dated September 26, 2025 discussed the following information:
   a. The Parents requested assurance the Student continues to make progress towards middle school.
   b. The Student had made "significant growth in reading and reading is now a strength."
   c. The team discussed the continued encouragement of self-advocacy skills. The Parents suggested offering the Student to "to take a quick breath" when feeling overwhelmed.

10. An email exchange dated September 26, 2025 detailed the following pertinent information:
    a. The Parent emailed the Assistant Director of Special Education and outlined discussion points regarding "outstanding" APE services and requested an investigation continue and be "separate." They stated, "At this time, [the Other Parent] and I would like to formally accept the District's findings related to Math and Writing services. Specifically, the determination of 100 hours owed at a rate of $90/hr, for a total compensatory amount of $9,000." They looked forward to the continued collaboration.
    b. The Assistant Director of Special Education responded, "Please feel free to send me the receipts for [the Student's] tutoring whenever you have a chance so we can get the reimbursement process started. I will be issuing a [PWN] detailing the offer and agreement by the end of next week, October 3, 2025." They confirmed that moving forward, the APE would be a separate matter.
    c. The Parent replied and informed them they had the receipt process already underway. The Parent clarified the Student had a tutor for approximately 2.5 years who was paid weekly. The Parent inquired about requesting specific receipts from the tutor and asked "would a signed letter from [them] explaining [their] services, the frequency, and pay suffice?"

d. The Assistant Director of Special Education responded and informed the Parent of the receipt criteria. An example was attached, and they stated, "We need to make sure the invoice states that it has been paid in full."
e. On September 30, 2025, the Parent replied and attached the tutoring "records/receipt," and indicated to reach out with questions.

11. An email exchange from October 6 through October 14, 2025, discussed the following relevant information:
    a. The Parent informed the Assistant Director of Special Education of their dismay regarding the District's shift in agreed-upon compensatory payment and stated, "After confirming a denial of FAPE totaling 100 hours, and offering $90/hour as compensation, we accepted … . To now delay payment, or worse, attempt to revoke the offer, by introducing new, retroactive documentation requirements is utterly unacceptable … We continue to engage with the [D]istrict in good faith."
    b. On October 9, 2025, the Parent responded and inquired about the compensatory payment.
    c. On October 9, 2025, the Assistant Director of Special Education responded, thanked the Parent regarding their phone call and time, and attached a copy of the PWN with the District's decision and offer.
    d. The Parent responded and stated when the District "admitted it had denied [the Student] 100 hours of [SDI], [Assistant Director of Special Education] personally offered to resolve that failure through one of three remedies." Remedies listed as in-school services, district-funded private services, and a direct payout of $90/hour, which totaled $9,000. The Parent indicated no mention of reimbursement was used in their conversation and stated, "You admitted to a denial of [a] FAPE. You offered a monetary remedy."
    e. The Director of Elementary Special Education replied, thanked the Parent for stating their concerns, and confirmed the District remained dedicated to settling the issue and was "ready to reimburse out-of-pocket tutoring expenses. … To move forward with reimbursement, we require the documentation of services provided to approximate the instructional services [the Student] missed in school. The documentation must be itemized, detailing how the instruction by a qualified tutor provided corresponds to the specific instruction that was missed by [the Student] service team during the 2024-25 school year. If providing these detailed receipts is not a possibility, we still have our alternative option to the owed hours through a licensed tutoring agency."
    f. The Parent countered and requested the District "honor" the original $9,000 compensatory offer.
    g. On October 13, 2025, the Parent requested the honor of the original offer, in addition to an accounting of APE services and a written plan, including dates, minutes, provider, and expectations.
    h. On October 14, 2025, the Director of Elementary Special Education emailed the Assistant Director of Special Education and inquired regarding the APE plan. They replied they had appraised the final number of APE minutes with the Director of Elementary Special Education on October 3, 2025, and the APE minutes owed were 90 minutes. The information was shared "verbally" on the phone with the Parent on October 6, 2025, and in an additional spreadsheet via email on October 9, 2025.

12. A PWN dated October 9, 2025 indicated the following information:
    a. The description of actions proposed or refused by the District indicated the provision of a FAPE.
    b. The explanation of the District's actions detailed they had received a request for "reimbursement" from the Parent in the amount of $53,000. The District investigated the Student's special education services for the 2022-23, 2023-24, and 2024-25 school years. The District determined the amount of SDI was appropriate to compensate the Student for missed services during the 2024-25 school year; 50 hours each of math and writing instruction, and 90 minutes of APE. The Parent submitted documentation of expenses on behalf of the Student in which they were seeking reimbursement. The District was refusing to issue a reimbursement for the expenses incurred because "activities delineated in the documentation do not describe the delivery of instruction that approximates the SDI missed during the 2024-25 school year. The District continues to offer the compensatory services described above and continues to be willing to reimburse a private provider up to $90 per hour[,] contingent on receipt of documentation verifying the service type (i.e. writing, math, [APE]), duration of sessions, and provider credentials. The District is also willing to contract directly with a private provider to deliver the compensatory services to [the Student] on a mutually agreed-upon schedule. [The District] cannot reimburse the expenses submitted by the [P]arents on September 30, 2025, because the activities described do not approximate the services [the Student] missed in the 2024-2025 school year."
    c. The basis for the proposed action listed file review, review of the School's documentation, IEP service delivery timeline, progress reports, records of "alleged" missed SDI, submitted Parent documentation and correspondence, and the review of the IEP and compensatory services plan.
    d. Other options considered listed the approval of the reimbursement for the expenses submitted by the Parent, and detailed the reason as, "The documentation sent from the [P]arents of [the Student] lacked required detail (rate of pay, detailed service breakdown, compensatory services aligned with IEP goals[,] and provider credentials) to be reimbursed. [The District] remains committed to providing compensatory services owed through approved options at no cost to the family, including making up missed services using contracted tutoring agencies in the areas of Writing, Math, and APE instruction aligned to IEP goals."
    e. Factors of the actions proposed or refused indicated the options established that the Student should receive the compensatory services owed.

13. In an October 9, 2025 email to the Assistant Director of Special Education, the Speech Language Pathologist confirmed they had followed up with the Parent regarding assessing the Student for a Speech Language Impairment (SLI) and described that the family indicated they are "doing a lot of heavy lifting for [the Student]."

14. A Progress Report (PR) dated October 27, 2025 indicated the following information:
    a. No progress code or summary listed for writing or math goals in quarter one.
    b. Quarter four, dated June 11, 2025, indicated a progress code of six ("Please see comments and score section below"). The comments stated the following:

i. The writing and math goals stated, "JUNE 2025: Progress recently reported at IEP dated [May 27, 2025]. There has not been sufficient time to provide instruction, collect data, and interpret progress. Please refer to IEP for most current levels. [The Student] has really shown growth this past school year! Have a fabulous summer!"

c. The APE goals listed a progress code of six with the following comments:
   i. Quarter 1, "[The Student's] current IEP goal is not listed on PR: "By the next annual IEP, following verbal instruction and visual demonstration, [the Student] will demonstrate the critical elements of overhand throwing (downward wind-up, step-in opposition, shoulder and hip rotation, and follow through) during grade level game play in 2 out of 3 observed opportunities, as measured by Adapted PE teacher observations." [October 16, 2025] observation: During a team handball, [the Student] demonstrated all 4 critical elements of overhand throwing during gameplay. [They] [were] making great progress on this goal!"

   An additional progress report dated December 16, 2025 indicated the following:

d. Writing goals detailed a progress code of four, "Progress has been made towards the goal. It appears that the goal will be met by the next IEP review" for the first writing goal. An additional comment stated, "[The Student] can spell 2[-]syllable regular closed syllable words such as invent and backlash. [They] demonstrate [they] add sounds such as 'Mangnet' for magnet. [They do not] demonstrate understanding of spelling vowel digraphs oi."

   The second writing goal had a progress code of three: "Progress has been made towards the goal, but the goal may not be met. Instructional strategies may need to be changed." An additional comment stated, "[The Student] writes blocks of text with inconsistent punctuation. [They] demonstrate some use of periods, [they are] not currently using commas. [The Student] demonstrates some use of quotation marks. Some sentences do not have conventional grammatical structures but meaning is understood from the context. [Their] writing is very visual and descriptive and the teacher reports once [they] gets going [they] will stay engaged with writing tasks."

e. The math goal had a progress code of four with an additional comment of, "[The Student] seems to enjoy math. Teacher reports [the Student] performs at grade level or just below grade level. In [a] small group [the Student was] engaged and answer[ed] questions. [The Student] has met this goal and is currently working on equivalent fractions in the classroom. [The Student] demonstrates understanding and accuracy computing these multiplication equations."

f. The classroom and school skills goals had a progress code of four with the additional progress summary comments of:
   i. "Teacher reports [the Student] has improved in this area and completes on average 2 or 3 work assignments per day. There has been continual improvement as the year progresses. [The Student] does require several verbal reminders to get going and start."
   ii. "Once [the Student] gets going after multiple reminders, it may take 5-10 minutes to get going and will stay on task. [They] demonstrate some internal distractions and body movements. [The Student] does not disrupt peers. [The Student] does not ask

questions of the teacher or peers. The teacher reports that one[-]on[-]one [they] respond well and it [was] [their] preferred way to receive instruction. [The Student] will remain on task for 15 minutes for an average of 2-3 tasks."

g. The APE goal had a progress code of four, and the additional comment of, "[The Student] [was] able to demonstrate critical elements of overhand throwing during game play in 1/3 opportunities. [The Student] continues to work on consistently stepping in opposition and following through across [their] body."

15. In a December 16, 2025 email to the Parent, the Director of Elementary Special Education resent the October 9, 2025 PWN and indicated, "... [the District] remains willing to reimburse you for [the Student's] ongoing tutoring sessions with [the Private Tutor], moving forward, provided that [Private Tutor] [was] able to review [the Student's] IEP with [the Student's] case manager to ensure alignment with the skills addressed in the IEP and that [they] provide[d] a log documenting the activities of each tutoring session."

16. An attendance report for the 2025-26 school year detailed the Student was tardy one time on October 13, 2025, and had a half-day absence on January 6, 2026.

17. The Student's permanent record indicated the following relevant information:
    a. 2024-25 school year: 10.5 total days absent and 158.5 days present.
    b. 2025-26 school year, one day absent and 78 days present.

18. On December 17, 2025, the Parent filed this Complaint.

19. In an interview with the Complaint Investigator, the Parent detailed the September 26, 2025, discussion regarding compensatory time and the hourly rate. They shared the Assistant Director of Special Education had proposed a resolution that the District could "payout" the owed hours at $90/hour, the standard rate for SDI instruction. The Parent stated, "At that meeting … we informed [the Assistant Director of Special Education] in person that that was a resolution that we could accept and [they] asked for that acceptance in writing." The Parent confirmed no specific conditions were discussed during the meeting. They shared the language used was, " … because 100 hours were missed, the [District] pays a rate of $90 an hour for SDI instruction. So because 100 hours were missed, the [District] was offering a compensatory amount of $9,000, I'm sorry a compensatory payout of $9,000."

    The Parent confirmed the only specific condition discussed at the meeting was to formally accept the resolution via email. They detailed that no conditions were discussed regarding provider credentials, rate verification, provided service logs, or invoice details. It was their understanding the $9,000 would be paid via a check or a "direct payout" after they formally accepted the offer.

    The Parent explained after the formal acceptance via email, the Assistant Director of Special Education responded, asking for a "simple invoice" from a private provider, and the Parent provided said invoice.

20. The Parent recalled the October 6, 2025, phone conversation with the Assistant Director of Special Education and Director of Elementary Special Education where they explained the District would not accept the submitted invoice and, therefore, would not offer "any payout." An additional resolution was provided, offering compensatory minutes, in addition to what the Student was receiving for the 2025-26 school year. The Parent declined this offer, thinking it was not appropriate.

21. The Parent noted that participation in the IEP process has "become much better" recently. Following the October 9, 2025, PWN, the Parent emphasized their ongoing collaboration, stating they have been "acting in good faith ... to try and come up with a reasonable solution." They added, " … every time that we find a resolution, [the District] moves the goalpost and they change things and they decide that they're going to put additional roadblocks to delay any type of resolution or any type of compensation or compensatory education."

22. In an interview with the Complaint Investigator, the Director of Elementary Special Education confirmed they were absent from the September 26, 2025 reimbursement discussion and could not attest to the offer made to the Parent.

    The Director of Elementary Special Education recalled the Director of Special Education called them and confirmed there was a conversation regarding 100 hours owed and the District would reimburse at a rate of $90 per hour. They added, " … it did sound like [the Director of Special Education] made some sort of agreement with the family, but I have never seen anything in writing or any emails … . I did see the [PWN] they created regarding reimbursement of compensatory services. … I want to say that [they] had offered reimbursement contingent on approved invoices for tutoring."

23. The Director of Elementary Special Education explained the Private Tutor provided invoice did not address writing, reading, and math, that it focused on "interpersonal skills and [to] make [the Student] feel good. … it did not align to any of the services that we would've provided compensatory services to." They stated the tutoring sessions did not meet the SDI standard due to the Private Tutor's lack of "qualifications" or "expertise."

24. The Director of Elementary Special Education shared that during the phone call with the Parent on October 6, 2025, they had repeated to the Parent, " … we are not denying that we owe compensatory services to this family for this child and that we stand ready to do that." They added if the Private Tutor was credentialed or licensed, they would "reconsider."

25. The Director of Elementary Special Education confirmed there were 90 minutes of APE services owed, yet none have been provided due to a "standstill" with the family.

IV. DISCUSSION

Parent Participation/Opportunity to Examine Records

The Parent alleged the District violated the IDEA by issuing a PWN which was different from the accepted compensatory remedy, which impeded parental participation.

The parents of a child with a disability must be afforded an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of the child and the provision of a free appropriate public education to the child.[3] The program, district, agency, or contractor must comply with a parent's request to inspect and review records without unnecessary delay and provide copies of these records to the parent before any meeting regarding an IEP/IFSP, or any due process hearing, or resolution session related to a due process hearing, and in no case more than 10 business days after the request has been made.[4]

The IEP dated May 27, 2025, provided the Student with SDI in writing and mathematics and APE and indicated both Parents were in attendance. The Parent requested reimbursement for missed SDI on July 5, 2025; the District denied the request in a PWN on July 17, 2025. On September 26, 2025, the parties discussed 100 hours of missed SDI at $90 per hour, totaling $9,000. The Director of Elementary Special Education was not present for that discussion but recalled being told by the Assistant Director of Special Education that reimbursement was contingent on approved invoices. Later, the District required itemized invoices from qualified tutors, which the Parent disputed. The Director of Elementary Special Education noted the submitted private tutor invoice did not address the Student's IEP goals or meet SDI standards. The District also acknowledged 90 minutes of APE were owed but had not been provided due to a standstill with the family. On December 16, 2025, the District reiterated that reimbursed tutoring must align with the Student's IEP.

The evidence shows an ongoing disagreement regarding the implementation of compensatory education following the September 26, 2025 discussion. However, the District provided PWNs explaining its decisions, and the Parent remained actively engaged and able to challenge those decisions. The record does not show the Parent was excluded from meetings, denied access to records, or prevented from participating in educational decision-making.

The Department does not substantiate this allegation.

When IEPs Must Be In Effect

The Parent alleged the District violated the IDEA by not providing the Student with special education services, as defined in their IEP, during the 2024-25 school year. Additionally, the Parent alleged the District failed to provide agreed upon compensatory education.

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. A school district must conduct a meeting to develop an initial IEP within 30 calendar days of a determination that the child needs special education. As soon as possible following development of the IEP, special

[3]OAR 581-015-2300(2)(a)(b); 34 CFR § 300.501(a)(1)(2)
[4]OAR 581-015-2300(3)(b); 34 CFR § 300.501(a)(1)(2)

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

The IEP dated May 27, 2025, identified that the Student required SDI. Following a Parent request on July 5, 2025, for reimbursement for missed SDI, the District issued a PWN on July 17, 2025, denying the request pending investigation. By September 26, 2025, the District confirmed 100 hours were owed for the 2024-25 school year. The Parent accepted this via email on September 26, 2025, submitting receipts on September 30, 2025, but the District issued a PWN on October 9, 2025, denying reimbursement because the documentation did not sufficiently align with the missed SDI.

A revised IEP on September 26, 2025, indicated updated goals and increased SDI. Progress reports from June 2025 through December 2025 show the Student made significant growth, meeting math goals and improving in writing and APE. Compensatory education remained unfulfilled as of December 16, 2025, with the District requiring detailed service logs and provider credentials.

The Director of Elementary Special Education confirmed that during a phone call with the Parent on October 6, 2025, the District acknowledged owed compensatory services and indicated reimbursement could be reconsidered if the private tutor was aligned with the IEP goals. The Director of Elementary Special Education also confirmed that 90 minutes of APE services were owed but not provided due to a "standstill" with the family. The Director of Elementary Special Education noted they were not present for the September 26, 2025 reimbursement discussion and could not attest to the Parent offer but recalled that the Director of Special Education had indicated reimbursement was contingent on approved invoices, though no written agreement existed.

The District's obligation is to implement the Student's IEP and to initiate services as required. The District has been firm in acknowledging owed SDI from the 2024-25 school year. Compensatory education, however, is a remedial measure, not an IEP service, and becomes enforceable only when it is incorporated into the IEP, ordered through a due process or complaint decision, or is clearly and mutually agreed upon by both parties.

This ongoing dispute demonstrates the compensatory education proposal was not finalized or mutually agreed upon. Accordingly, while the evidence supports a finding that the District did not fully implement the Student's IEP during the 2024–25 school year, the evidence does not support a finding that the District failed to provide agreed-upon compensatory education.

The Department substantiates this allegation in part.

[5]OAR 581-015-2220; 34 CFR §300.323

Free Appropriate Public Education (FAPE)

The Parent alleged the District violated the IDEA by denying the Student a FAPE when they failed to deliver required special education services during the 2024-25 school year.

Except as provided by law, school districts must provide a FAPE to all school-age children with disabilities for whom the district is responsible. "School-age children" are children who have reached five years of age but have not yet reached 21 years of age on or before September 1 of the current school year.[6]

The IEP dated September 26, 2025, updated the Student's goals and SDI in writing, math, APE, while placing the Student in a regular classroom with small-group instruction and accommodations totaling 200 minutes per day. The Parent accepted the District's determination on September 26, 2025, that 100 hours of compensatory services, while APE services remained outstanding. Communications from September 26 through December 16, 2025, documented the District's conditions for reimbursement or direct provision of compensatory services, including verified service logs and provider credentials. The Director of Elementary Special Education confirmed on October 6, 2025, that compensatory services were owed for APE in addition to the 100 hours, and would be provided if the tutor was aligned with the IEP. Attendance records reflect minimal absences, and the District continues to offer owed compensatory services.

The District acknowledges the Student did not receive all SDI required during the 2024-25 school year, constituting a denial of a FAPE. The District acknowledges this gap and has consistently maintained its readiness to provide compensatory education services either through verified reimbursement or direct instruction with qualified providers, and continues to coordinate with the Parent to implement these remedies. While the Student's IEP services for the 2025-26 school year have been implemented, the District's ongoing offers and coordination with the Parent are intended to provide meaningful compensatory education to remedy the prior denial. The existence of the remedy does not erase the past denial but demonstrates the District's compliance with IDEA requirements to ensure the Student ultimately receives the educational benefit missed during the 2024-25 school year.

The Department substantiates this allegation.

V. CORRECTIVE ACTION[7]

In the Matter of Portland School District 1J
Case No. 025-054-094

Based on the facts provided, the following corrective action is ordered:

[6]OAR 581-015-2040; 34 CFR §§300.17

[7] 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)).

Action Required	Submissions	As Soon As Possible But No Later Than Due Date
1. The District must provide the Student with Compensatory Education plan to make up for SDI not provided pursuant to Student's IEP during the 2024-25 school year. The Compensatory Education to be offered to the Parent shall include at least: • 50 hours of SDI of writing; • 50 hours of SDI of math; • 90 minutes of APE.	The District shall submit the following: Formal documentation of all offers of compensatory services: including hours owed, service type, delivery method, provider, and correspondence with Parent. Provide documentation notifying the Parent in writing of all available options for compensatory services, including reimbursement or direct instruction, and request acknowledgment of receipt of the offer. Evidence showing compensatory education was provided.	 **March 6, 2026** **March 6, 2026** **August 28, 2026**
2. The District must provide training related to IEP implementation requirements to all members of this Student's IEP team.	The District shall submit the following: Training agenda/materials to ODE for review/approval. Sign-in sheet for training.	 **March 30, 2026** **June 12, 2026**

Dated: this 13 Day of February, 2026



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Ramonda Olaloye
Assistant Superintendent
Office of Enhancing Student Opportunities

E-mailing Date: February 13, 2026

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).)