

The additional information and supporting documentation provided herewith supports Complainant's claim that FCPS is in noncompliance with IDEA and implementing state regulations. In addition, it proves Complainant has been proactive and responded to FCPS' demands usually within 24 hours, whereas FCPS has been negligent regarding implementation of the IEP; implementation of all services FCPS proposed in the IEP and to which Complainant consented; implementation of all compensatory education FCPS proposed in the IEP and to which Complainant consented to; and reimbursement of all reimbursement expenses FCPS proposed in the IEP and to which Complainant consented.

Some of the additional information and supporting documentation provided herewith is from complaints filed by FCPS parent **REDACTED** and from emails between **REDACTED** and FCPS. **REDACTED** has provided Complainant redacted versions of those complaints and emails, as well as permission to use them, within the additional information and supporting documentation provided herewith, even though both FCPS and/or VDOE already have records of these complaints and emails. See: "2.9.24 **REDACTED** signed letter"

1. The specific noncompliance for which FCPS is at fault includes, but is not limited to, failure to implement the IEP for Complainant's son (Student) and failure to implement Student's IEP in a timely manner.
2. Pursuant to the 8.17.23 IEP, Complainant consented to 114.50 compensatory service hours, to be provided by a private provider 1 hour per week, excluding holidays and sick days, for which FCPS will pay the provider up to \$150/hour and will reimburse Complainant for the related service of transportation.
 - a. Based on FCPS' delays and proposed implementation of an hour a week, it is expected that it will take more than 2 years to complete all outstanding compensatory service hours—and that Student will be a high school senior before all hours are completed.
 - i. There are 52 weeks in one year. $114.50 \div 52 = 2 \text{ yrs and } 10.5 \text{ weeks}$.
 - ii. It is unrealistic to believe services will be provided one hour a week, consecutively, week after week, without interruption. Most providers cancel sessions during holidays and personal sickness.
 - iii. Complainant now lives in Colorado and FCPS is refusing to reimburse Complainant and/or Complainant's.
 - b. Student was in fourth grade when FCPS ceased providing special education services, will be in ninth grade at the end of May, and will be a senior in high school — well past the time frame when services would have made the greatest

impact — by the time Student receives all compensatory education owed by FCPS.

3. Pursuant to the 8.17.23 IEP, Complainant consented to \$9056.70 in reimbursable expenses in addition to the 114.50 compensatory hours and related service of transportation previously mentioned.
 - a. These reimbursable expenses are for out-of-pocket expenses paid for by Complainant.
 - b. Complainant previously advised FCPS that the amount was incorrect and asked it to be corrected.
 - c. 2.8.24: FCPS' Theresa Allen emailed Complainant and advised Complainant that the reimbursable amount it previously proposed isn't accurate and stated the following:

“Corrected total reimbursement is \$9246.70 NOT \$9056.70. Please let me know if these are or are not in line with your totals. We can make this correction to the documentation through either an addendum without a meeting or an addendum with a meeting. Please let me know which you prefer.”
 - d. Correction to the reimbursement amount in the IEP dictates additional delays for the IEP to be amended and for reimbursement to be provided to Complainant.
4. The 114.50 compensatory education hours, the provider cost and related service of transportation cost related to the hours, and the \$9056.70 are required to be implemented in a timely manner, because they are governed by federal and state implementing regulations regarding IEPs.
5. FCPS is forcing Complainant and other parents to choose between 1) their children not receiving compensatory education and 2) Complainant and other parents paying for the compensatory education themselves, incurring debt to pay for compensatory education, incurring interest on the debt, and/or waiting an unreasonable amount of time to receive reimbursement. (listen to 2.6.28 SEPTA Feb meeting recording)
6. Although standalone reimbursements and the reimbursements for current/future compensatory education and other services are written into IEPs that FCPS is mandated to implement within a reasonable time, FCPS has only accomplished 50% of the reimbursements. (listen to 2.6.28 SEPTA Feb meeting recording)
7. 2.6.24 FCPS' Dawn Schaefer and Terri Edmonds-Heard spoke at a FCPS SEPTA meeting (listen to 2.6.28 SEPTA Feb meeting recording).

- a. At about the 00:31:00 mark, the following Q&A occurred between SEPTA President Amanda Campbell, FCPS' Dawn Schaefer, and FCPS' Terri Edmonds-Heard:

Amanda Campbell:

Following up, all right, we're gonna we're gonna dive into OCR, the compensatory services reimbursements. I am going to ask that we keep our answers short, because there are a lot of, as short as possible. I know it's complicated. There are a lot of questions. And we're certainly happy to follow up more in email and follow up with the posts later for our members, if it's too complicated to address here. But we do have quite a few questions on this. So we're gonna jump right in. First, just if we can get an a brief overall update on the process, how many staff are working on this? Is there an expected full date of completion? And who are the, who are currently the best contacts for parents? Who wants to know where in the process the reimbursements are?

Dawn Schaefer:

Thanks for that, Amanda, we, we have a lot of folks working on this part time. Believe it or not, we have one person who's allocated full time for this at this time, and that's one of our finance management technicians. And otherwise, we have probably, I don't know, Terri, you might have the numbers right in front of you, but it's probably 30 people working part time on this. We do hope that the new OCR plan administrator can start soon. That person has been selected and is still in the process of being hired. And so that would give us some additional assistance. And we're also looking at some other ways to creatively use some funding that was allocated that we can hire a couple other folks to assist. In terms of completion we completed 50% of reimbursements as of Friday, this past Friday, and we are working diligently to complete the rest of them as soon as possible. We have been meeting with the Comptroller and with finance staff, to look at our processes, our financial processes to ensure that they are as smooth as possible. And so just this week, there was a meeting today, in fact, with our staff supporting this to talk about the way that those processes are smoothing out, and so we, we're hoping that things will pick up even more as as we add add more staff and have smoothed out the processes. And I don't know Terri, if you want to jump into-

Terri Edmonds-Heard:

I think you've covered most of it, Dawn. The only thing that I'll add is that we did send a communication out to families who have not received their reimbursement yet, just letting them know we are still working on it. We are committed to getting all of these reimbursements done that we've committed quite a bit of staff to it as well, and that we are working really

very hard on that and letting them know you know what they can do to help us to do as well in terms of just documentation if the school team reaches out, you know, to communicate with them too, as well. So that letter went home on yesterday to those families who were still waiting on reimbursement.

- b. At about the 00:39:50 mark of the recording (listen to 2.6.28 SEPTA Feb meeting recording) the following Q&A occurred between SEPTA President Amanda Campbell, FCPS' Dawn Schaefer

Amanda Campbell:

"All right, next question on OCR. I've been trying to get compensatory reimbursements since July. Once I get paid for July through December invoices, I'm concerned about January, which I just submitted. There needs to be some expectation that invoices will be paid within 30 or 60 days. It's too much to ask parents for balances of thousands of dollars for indefinite time period. Is there anything that can be done to make this faster?"

Dawn Schaefer:

"Thank you for that. And we agree with you. 100%. Last week, I reassigned one of our staff who has been working part time on this to start working on on the future, what we call future reimbursements for services, where families have decided to use a private provider for services that were allocated. And she is processing those. I think I know who may have submitted that question, because we're in touch regularly. But we are working on it. And please feel free to call or email me for a very specific update for your child."

8. Pursuant to IDEA and implementing state regulations, IEPs must be implemented in a timely manner/reasonable time.
9. "Backlogs" are not acceptable and/or valid reasons to delay IEP, evaluation, identification, and/or any other timelines.
 - a. May 4, 2023, U.S. Dept of Ed OSEP issued a letter to Texas Education Agency (TEA). See: <https://www2.ed.gov/fund/data/report/idea/partbdcmsrpts/dms-tx-b-closeout-2023.pdf>
 - b. In OSEP's letter to TEA, OSEP specifically stated:

“While onsite, it came to our attention that Austin Independent School District (AISD), specifically its special education department, had been under investigation by TEA for more than one year, due to the district’s years-long backlog of special education evaluations, as required by the child find and evaluations requirements (34 C.F.R. §§ 300.301-306). Considering this information, OSEP requests that within 30-days of the date of this letter TEA provide OSEP with a status report on the backlog of evaluations in AISD, as well as its plan for bringing AISD into compliance with IDEA and its implementing requirements. OSEP will schedule a call in the future to discuss these concerns in more detail.”

- c. OSEP’s letter to TEA confirms that backlogs are not acceptable and/or valid reasons to delay federally and/or implementing state regulation timelines.
10. IDEA does not provide a definition of “timely manner” or “reasonable time” in regard to IEPs.
 11. IDEA’s failure to apply a firm definition of “timely manner” or “reasonable time” is not an open license for LEAs to define “timely manner” or “reasonable time” however they see fit and/or in a bad faith manner that deprives students from needed services already consented to.
 - a. In the Supreme Court’s decision for *Forest Grove School District v. T.A.* (129 S.Ct. 2484 (2009) 557 U.S. 230), Justice Souter addressed permissive language such as “timely manner” and “reasonable time”, which are not specifically defined and thus deficient in their firmness, but which are expected to widely be understood nonetheless:

“When permissive language covers a special case, the natural sense of it is taken to prohibit what it fails to authorize. When a mother tells a boy that he may go out and play after his homework is done, he knows what she means.

“So does anyone who reads the authorization of a reimbursement order in the case of “a child with a disability, who previously received special education and related services under the authority of a public agency.” § 1412(a)(10)(C)(ii).[1] If the mother did not mean that the homework had to be done, why did she mention it at all, and if Congress did not mean to restrict reimbursement authority by reference to previous receipt of services, why did it even raise the subject? “[O]ne of the most basic interpretive canons [is] that [a] statute should be construed so that effect is given to all its provisions, so that no part will be inoperative or superfluous, void or insignificant....” *Corley v. United States*, 556 U.S. 303, 314, 129 S.Ct. 1558, 1560, 173 L.Ed.2d 443 (2009) (internal

quotation marks omitted). But not on the Court's reading, under which clause (ii) does nothing but describe a particular subset of cases subject to remedial authority already given to courts by § 1415(i)(2)(C)(iii) and recognized in Burlington: a court may order reimbursement for a child who previously received special education related services, but it may do this for any other child, too.[2] But this is just not plausible, the notion that Congress added a new provision to the IDEA entitled "Reimbursement for private school placement" that had no effect whatsoever on reimbursement for private school placement. I would read clause (i) as written on the assumption that the school authorities can be expected to honor their obligations and as stating the general rule that unilateral placement cannot be reimbursed. See § 1412(a)(10)(C)(i) ("In general..."). And I would read clause (ii) as imposing a receipt of prior services limit on any exceptions to that general rule when school officials fall short of providing a FAPE. See § 1412(a)(10)(C)(ii) ("Reimbursement for private school placement...")."

See: <https://supreme.justia.com/cases/federal/us/557/230/>

b. 300.323(c) states:

"(c) Initial IEPs; provision of services. Each public agency must ensure that—(1) A meeting to develop an IEP for a child is conducted within 30 days of a determination that the child needs special education and related services; and (2) As soon as possible following development of the IEP, special education and related services are made available to the child in accordance with the child's IEP."

c. 8VAC20-81-110(B)(2)(d) states:

"Each local educational agency shall ensure that an IEP: (34 CFR 300.323(c)) Is implemented as soon as possible following parental consent to the IEP."

d. 8VAC20-81-10 provides a definition of "timely manner" in reference to the requirement for National Instructional Materials Accessibility Standard.

- i. Although this definition of "timely manner" does not apply to IEPs, it would be disingenuous to argue that a far different standard should be applied to IEPs, given both IEPs and 8VAC20-81-10 focus on ensuring the unique needs of children are met in timely manners.

ii. As Justice Souter stated in regard to the Forest Grove case cited above, why mention it at all, and if Congress did not mean to restrict the timeline for the implementation of IEPs, why did it even raise the subject?

iii. 8VAC20-81-10 specifically states:

"Timely manner" if used with reference to the requirement for National Instructional Materials Accessibility Standard means that the local educational agency shall take all reasonable steps to provide instructional materials in accessible formats to children with disabilities who need those instructional materials at the same time as other children receive instructional materials. (34 CFR 300.172(b)(4))

e. VDOE's "Evaluation and Eligibility For Special Education and Related Services: Guidance Document" provides a definition for "timely manner" in regard to PWNs.

i. Although this definition of "timely manner" does not apply to IEPs, it would be disingenuous to argue that a far different standard should be applied to IEPs, given PWNs include proposals and refusals related to IEPs. It is nonsensical to have both IEPs and 8VAC20-81-10 focus on ensuring the unique needs of children are met in timely manners.

ii. As Justice Souter stated in regard to the Forest Grove case cited above, why mention it at all, and if Congress did not mean to restrict the timeline for the implementation of IEPs, why did it even raise the subject?

iii. VDOE's "Evaluation and Eligibility For Special Education and Related Services: Guidance Document" specifically states:

"A best practice would be to ensure that the prior written notice is provided no later than ten days following the meeting."

See:

<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.doe.virginia.gov%2Fhome%2Fshowpublisheddocument%2F876%2F637945623863270000&wdOrigin=BROWSELINK>

12. Past LOF's issued by VDOE exhibit that VDOE and FCPS have an understanding that the timeline isn't open ended and isn't interpreted to mean implementation as soon as the LEA can manage it.

a. December 18, 2023:

- i. Virginia Department of Education (VDOE) issued a Letter of Findings (LOF) for Complaint C24-050.

- 1. On pages 9 and 10, VDOE stated three “cautionary notes” to FCPS:

“Cautionary Notes: VDOE has significance [sic] concerns, we identified through this investigation. 1. PWN is required to be provided to the Parent in a reasonable amount time. 2. The care of data collection/ confidentiality information of the Student. 3. Anti-Semitic remarks. OCR has guidance to help support the LEA combat Anti-Semitism.”

- ii. Just as Justice Souter asserted in his previously-mentioned opinion, the mention of “reasonable amount of time” signifies that there is an understanding that, though not firmly defined, “reasonable time” is not open-ended to the point of it having no definition and thus no enforcement.
 - iii. Yet, FCPS’ complaint response narrative indicates that because there is no firm narrative, FCPS believes it can take all the time in the world.

13. VDOE will recall FCPS has a history of making such demands, refusing and/or delaying implementation of an IEP, and refusing to follow guidance of governing authorities such as VDOE and OCR.

- i. VDOE will recall FCPS’ year-long delays of a previous IEP - even after FCPS lost a state complaint, and after both a state senator and US DOE OSEP contacted VDOE about the continued delays and refusals. **(see enclosed additional documents and emails: 2019-2021)**

14. Neither IDEA nor implementing state regulations dictate, allow, and/or approve of LEAs placing restriction and/or conditions on the signing of IEPs, however, FCPS waffles between blaming parents like Complainant who file partials on some occasions, and on other occasions saying “partials” are acceptable.

a. 2.6.24

- i. During a FCPS SEPTA meeting, Dawn Schaefer advised attendees that parents can sign IEPs with a partial consent. Listen to: 2.2.24 audio SEPTA meeting.
 - ii. At about the 00:45:25, the following Q&A occurred:

SEPTA President Amanda Campbell:

“We have been asked in not too many words to accept goals we don't agree with so we can get the IEP signed, which I don't want to do, this is a legal document. Is this, should this not be something that families can sign in partial consent where they agreed to compensatory service services but do not agree with the goals and then compensatory services can be instituted from there?”

Dawn Schaefer 46:20

Absolutely. You can always agree on partial consent.

15. Neither IDEA nor implementing state regulations state that services can be rationed or implemented on a rolling basis. IEP services are based on the child's needs not what is available.
 - a. FCPS received millions of dollars over the past 4 years to help provide COVID services to students. A very small percentage of those funds were used to provide services for special education services.
 - b. Student has already waited 4 years to receive services from the COVID time period. If FCPS waits to implement services, the student may graduate from high school prior to receiving all the services to which he is entitled.

16. Neither IDEA nor implementing state regulations dictate, allow, and/or approve of LEAs placing restrictions and/or conditions on the implementation of fully and/or partially consented to IEPs subsequent to them being consented to.
 - a. VDOE's 5.24.19 LOF supports this.
 - i. The 5.24.19 LOF follows VDOE's issuance of a 2.5.19 NOC, which was issued in response to the 1.25.19 state complaint filed by **REDACTED**.
 - ii. Page 15 of the LOF states:

“Informal ‘agreements’ do not supersede or supplant IEP accommodations for which parental consent has been obtained Accordingly, absent a revision to Student's assignment notebook accommodation by the IEP team and parental consent, LEA remained obligated to implement this accommodation as written in the governing IEPs cited above.”

- See: 5.24.19 LOF**

17. FCPS' resolution-related actions with Complainant provide another example of FCPS placing restrictions on the implementation of IEPs.

- a. Upon receiving complaint, FCPS advised VDOE it requested more time for a resolution period **See: EMAILS January 11, 2024**
- b.
- c. Complainant advised VDOE that Complainant opposed FCPS' request for extended time. **See: EMAILS January 11, 2024**
- d. VDOE provided FCPS an extension and ignored Complainant's opposition. **See: EMAILS January 11, 2024**
- e. FCPS' "resolution" consisted of the following:
 - i. FCPS demanded Complainant sign a non-disclosure agreement (NDA) in which FCPS stated it would exchange IEP implementation for Complainant dropping the complaint. **See: EMAILS January 22, 2023 - January 23, 2024**
 - ii. Complainant refused.
 - iii. Complainant advised FCPS that it couldn't put restrictions on the implementation of an already consented to IEP.
 - iv. Complainant advised FCPS that if it wanted the complaint dropped, all it needed to do was implement the IEP.
 - v. FCPS responded to Complainant with a new demand, again demanding Complainant sign a document in which FCPS stated it would implement the IEP if Complainant dropped the complaint. **See: January 24, 2024 - January 25, 2024**
 - vi. Complainant refused.
 - vii. Complainant advised FCPS that it couldn't put restrictions on the implementation of an already consented to IEP.
 - viii. Complainant advised FCPS that if it wanted the complaint dropped, all it needed to do was implement the IEP.
- f. Instead of simply implementing the IEP, FCPS continued to propose "resolutions" that put restrictions on the implementation of an already consented to IEP, to include requiring Complainant to drop the state complaint Complainant filed in exchange for IEP implementation that FCPS had already failed to implement. **See email attachment January 9, 2024 - January 30, 2024**

- g. Complainant continued to advise FCPS that if it wanted the complaint dropped, all it needed to do was implement the IEP. **See email attachment January 9, 2024 - January 30, 2024**
 - h. The resolution period ran out, without FCPS taking the simple and legally binding step of implementing the IEP. **See email attachment January 9, 2024 - January 30, 2024**
 - i. FCPS retaliated against Complainant in its response to VDOE by, among other things, placing implementation failure on Complainant. **See email attachment January 9, 2024 - January 30, 2024**
18. FCPS has a history of requiring additional restrictions and/or conditions on compensatory service IEPs that have resulted in compensatory services being delayed for almost 1 year. **See Additional Documents: Dawn Schaefer. IEP date: October 2019; date of compensatory service delivery beginning August 13, 2021**
19. FCPS' insistence that Complainant is to blame for failure to provide specific documents is without merit, given FCPS failed to include its need for specific documents/information within the 8.17.23 IEP at issue.
20. FCPS has a history of including requests for W9s, invoices, and so on within legal documents.
- a. FCPS' 7.26.17 mediated agreement with **REDACTED** supports this.
 - i. 7.26.17
 - 1. FCPS and FCPS parent **REDACTED** engaged in mediation.
 - 2. The Agreement to Mediate states that the Mediation Agreement will have the same distribution as an IEP, hence, **REDACTED** has the freedom to share the Mediated Agreement related to her student just as she has the freedom to share IEPs related to her student. The Agreement to Mediate specifically states:

“All parties to the mediation understand and agree that the discussion is confidential and that any agreement that is reached will be limited in its distribution in the same way that an IEP is.”
- See: “7.26.16 **REDACTED** Agreement to Mediate”

3. The Mediation Agreement states it will reimburse REDACTED but that REDACTED must provide a W9 and proof of payment to a provider in order to receive reimbursement. Specifically, it states:

REDACTED and REDACTED agree to: 1. Sign the June 29, 2016, IEP proposal, in full agreement. 2. Provide Dawn Schaefer, coordinator of Due Process and Eligibility, with proof of payment to Dr. Pancholi as well as an IRS W-9 form, completed by one parent.”

See: “7.26.16 REDACTED mediated agreement_Redacted”

- b. It is notable that FCPS did not include a need for a W9, invoices, or anything else in the 8.17.23 IEP at issue.
21. The 8.17.23 IEP at issue does not stipulate Complainant must provide additional information, paperwork, and/or take any additional steps before FCPS implements the IEP.
 22. The 8.17.23 PWN, which addresses the 8.17.23 IEP meeting and the 8.17.23 IEP at issue, does not stipulate Complainant must provide additional information and/or take any additional steps before FCPS implements the IEP.
 23. 7.23.21
 - a. Complainant emailed FCPS a W9. **See: email Additional Documents and Supporting Emails> W-9 emailed Re:Services**
 - i. Complainant emailed FCPS the W9 after FCPS advised Complainant that it needed the W9 in order to set Complainant up in its system as a “vendor”.
 - ii. FCPS advised Complainant that it had to set Complainant up as a “vendor” before it could reimburse Complainant after VDOE found FCPS in noncompliance on a previous failure to provide FAPE to Student.
 - b. FCPS did not advise Complainant that it would remove Complainant from its system after payment was made.
 24. FCPS has a history of losing, and/or failing to keep track of, documents previously provided to it by parents. In addition, it has a history keeping parents in its financial system after parents have previously been set up within it.
 - a. This is supported with REDACTED and FCPS’ emails to each other in 2020, which was on year before Complainant provided her W9 to FCPS per the above. See: “October November 2020 REDACTED FCPS emails”
 - i. Per the Mediated Agreement previously mentioned, REDACTED provided FCPS a W9 in 2016.

- ii. In 2020, FCPS lost a state complaint that REDACTED filed, regarding IEE refusal.
 - 1. VDOE stated FCPS had to reimburse REDACTED for the cost of the IEE for which she paid in full, out of pocket.
- iii. 11.13.20
 - 1. FCPS' Lourrie Duddride emailed REDACTED a request for a W9 and proof of payment/invoices.
- iv. 11.16.20
 - 1. REDACTED responded to Duddride and said she'd already provided both to FCPS.
 - 2. Dawn Schaefer emailed REDACTED and said FCPS needed a W9 and invoices.
 - 3. REDACTED responded to Schaefer and said she'd already provided both to FCPS.
 - 4. Schaefer emailed REDACTED and said FCPS needed a W9 and invoices.
 - 5. REDACTED responded to Schaefer and said she'd already provided both to FCPS.
- v. 11.17.20
 - 1. Dawn Schaefer emailed REDACTED and said FCPS did not need a W9 after all, but that it did need invoices.
- vi. 11.18.20
 - 1. REDACTED emailed Dawn Schaefer that she provided FCPS the invoices two months prior, on 9.15.20, and FCPS already had everything needed to reimburse her.
 - 2. Schaefer emailed REDACTED, "If you would like to be reimbursed, please provide the invoice."
- vii. 11.19.20
 - 1. REDACTED emailed VDOE about FCPS' refusal to reimburse her and its insistence that she provide documents she provided months-to-years previously.
- viii. 11.20.20
 - 1. Although REDACTED refused to resend the invoices and W9 previously provided to FCPS, Dawn Schaefer emailed REDACTED and stated, "We are processing your reimbursement this afternoon."

25. 11.30.22

- a. Office for Civil Rights found FCPS at fault for massive, systemic, divisionwide failures to provide FAPE.
- b. OCR issued its findings and resolution agreement with FCPS.
- c. FCPS sent divisionwide email to "FCPS Families, Students, and Community" about the OCR findings/resolution. See "11.30.22 FCPS email about OCR findings.pdf"

- i. The email advised parents that a press release had been issued and that

“As a result of this agreement, FCPS will be convening Individualized Education Program (IEP) and Section 504 Plan meetings for all current students with disabilities to determine if compensatory services are warranted. The division will also offer IEP meetings and Section 504 Plan meetings to all students with disabilities who graduated or left the division during the Pandemic Period (April 14, 2020 - June 16, 2022).”
- ii. FCPS did not send the 11.30.22 email to Complainant.
- iii. FCPS did not contact Complainant to “offer IEP meetings”.

26. 12.16.22

- a. FCPS sent an email to parents of enrolled students. See: “12.16.22 FCPS email about OCR findings”
 - i. The email advised parents that FCPS entered into a “Resolution Agreement” with OCR.
 - ii. It specifically states:

“Impacted families will be contacted directly with the next steps.”
- b. FCPS did not send the 12.16.22 email to Complainant.
- c. FCPS did not contact Complainant, even though Student was impacted”, with “next steps.”

27. 11.30.22 to 12.19.22

- a. FCPS refused to contact Complainant about FCPS’ resolution agreement with OCR and refused to schedule an IEP meeting to discuss FCPS’ resolution agreement with OCR, even though the agreement stated FCPS must hold meetings by **June 2023 date**.

28. 12.19.22

- a. FCPS Parent **REDACTED** met with FCPS Superintendent Michelle Reid and advised Reid that FCPS refused to contact families and students who had moved and/or graduated out of FCPS, and specifically mentioned Complainant and Student.
- b. **REDACTED** emailed Reid a follow up email in which **REDACTED** introduced Complainant to Reid.

See EMAILS Attachment December 20, 2022 - July 31, 2023

29. 12.19.22 to 7.20.23

- a. FCPS refused to contact Complainant about FCPS' resolution agreement with OCR and refused to schedule an IEP meeting to discuss FCPS' resolution agreement with OCR, even though the agreement stated FCPS must hold meetings by **June 2023 date**.

30. 1.10.23

- a. FCPS sent an email to parents of enrolled students. See: "1.10.23 FCPS email about OCR findings"
 - i. The email contradicts the 12.16.22 email.
 - ii. Although the 12.16.22 email states "impacted families will be contacted directly with the next steps", the 1.10.23 email specifically states:

"For students who attended FCPS during the Pandemic Period, had an IEP or Section 504 Plan during the Pandemic Period, and are no longer attending FCPS, IEP or Section 504 Plan meetings will be held at the request of the eligible student, parent, or guardian."

- iii. In addition, the email states the following:

"You have the right to access any information regarding the amount of special education, related aids, or services provided to your child during the Pandemic Period, including the option to review any existing IEP or Section 504 service logs."

- b. FCPS did not send the 1.10.22 email to Complainant.
- c. FCPS did not contact Complainant, even though Student was impacted", with "next steps."
- d. FCPS did not schedule an IEP meeting until after Complainant and **REDACTED** **REDACTED** (on Complainant's behalf), spent 8 months advising FCPS that Complainant wanted an IEP meeting.

31. 7.20.23

- a. Complainant forwarded Michelle Reid the 12.19.22 email that **REDACTED** previously sent to Reid, and advised Reid that FCPS had not yet contacted Complainant.
- b. Complainant cc'd Dawn Schaefer on her 7.20.23 email to Reid.
- c. Neither Reid nor Schaefer responded to Complainant. **See email attachment December 20, 2022 - July 31, 2023**

32. 7.21.23

- a. **REDACTED** emailed Michelle Reid again and forward Complainant's 7.20.23 email to Reid.
- b. **REDACTED** cc'd Complainant on the email.
- c. The same day, Reid responded to **REDACTED**'s 7.21.23 email, which included a forward of Complainant's 7.20.23 email.
- d. Reid cc'd Complainant, Terri Edmonds-Heard, and Dawn Schaefer on her 7.21.23 response email to **REDACTED**
- e. Reid specifically stated the following in her 7.21.23 email to **REDACTED**:

"I appreciate you reaching out. I'll review and respond later this afternoon."

- f. **REDACTED** and Reid exchanged a few more emails in the same email string, however Reid did not respond to the earlier exchange about Complainant, although she said she would.

33. 7.21.23 to 7.30.23

- a. FCPS refused to contact Complainant about FCPS' resolution agreement with OCR and refused to schedule an IEP meeting to discuss FCPS' resolution agreement with OCR, even though the agreement stated FCPS must hold meetings by **June 2023 date**.

34. 7.31.23

- a. FCPS emailed Complainant.
- b. FCPS PSL Monique Blunder advised Complainant that she understood Complainant wanted a meeting and that FCPS' Theresa Allen would contact Complainant to schedule an IEP meeting.
 - i. Complainant never contacted Blunder about wanting a meeting, hence her outreach had to be in response to Complainant and/or **REDACTED** **REDACTED**'s 8 months of advising FCPS that it had failed to schedule an IEP in a timely manner for Student.
- c. Blunder specifically stated:

"It is my understanding that you would like Orange Hunt Elementary School to convene an IEP meeting to discuss the agreement that FCPS entered into with the Office of Civil Rights to discuss Compensatory Education Services during the pandemic period of April 14, 2020 to June 10, 2022. Mrs. Allen will contact you to determine your availability for this meeting. Is this your best contact number; 703 582-2508?"

35. 7.31.23

- a. FCPS emailed Complainant. **See email attachment July 31, 2023 - August 21, 2023**

36. 8.3.23

- a. Theresa Allen asked Complainant about scheduling an IEP meeting.
- b. Allen specifically stated:

“I’d like to go ahead and get an IEP meeting on the calendar. Please let me know if you can join us virtually on either Monday, 8/14/23 at 10 am or Thursday, 8/17/23 at 10 am. Once confirmed, I’ll send a zoom link for the meeting. Prior to the meeting, we will also send you a completed OCR worksheet detailing [REDACTED] services during the COVID period for your reference during the meeting.”

- c. Allen suggested 8.17.23 for IEP meeting.

37. 8.8.23

- a. Theresa Allen emails complainant that she would send out the Zoom link prior to the meeting.

38. 8.11.23

- a. [REDACTED] again contacted Michelle Reid, by forwarding her assistant Lora Cornell the email related to Complainant that started eight months prior, in December 2022.
- b. Cornell and [REDACTED] exchanged numerous emails this same day.
- c. Reid, Dawn Schaefer, and Terri Edmonds-Heard were cc’d on Cornell’s and [REDACTED]’s email to each other.
- d. Dawn Schaefer’s auto-response sent an email in response, indicating that [REDACTED]’s “message is important to [her]” and that she would reply to the “message upon [her] return on August 14.”
 - i. Schaefer never responded.

39. 8.14.23

- a. Theresa Allen emailed complainant IEP meeting notice, OCR IEP worksheets already filled in by FCPS for services that [REDACTED] would receive.
- b. Lora Cornell emailed [REDACTED] again, and continued the strand of emails related to Complainant that started eight months prior, in December 2022.
- c. Reid, Dawn Schaefer, and Terri Edmonds-Heard were cc’d on Cornell’s and [REDACTED]’s email to each other.

40. 8.16.23

- a. Complainant emailed Theresa Allen with cc to Monique Muldrow-Blunder and Karen Tuttle.

- b. Complainant specifically advised FCPS that FCPS had not yet provided Complainant a link to join the 8.14.23 IEP meeting that was supposed to be held online.

41. 8.17.23

- a. FCPS emailed Complainant at 9:43 am, **17 minutes** prior to scheduled IEP meeting starting.
- b. FCPS canceled the IEP meeting due to FCPS technology issues. Ms. Allen said that the Zoom invite was not input correctly so the invitation never went to the complainant.
- c. FCPS rescheduled the 8.17.23 IEP meeting for 8.23.23 **See email attachment July 31, 2023 - August 21, 2023**

42. 8.17.23-8.23.23

- a. FCPS invites parent to second IEP meeting on 9.12.23
- b. Parent sends FCPS Vision Therapy Invoices to **FCPS See email attachment July 31, 2023 - August 21, 2023**

43. 8.23.23

- a. IEP meeting for Student held, which was attended by Complainant and FCPS IEP team members.
- b. FCPS proposed a financial reimbursement of \$9,056.70 to Complainant and 114.50 hours of compensatory education to Student, to be administered by a private provider at an hourly rate not to exceed \$150/hr.
- c. FCPS proposed direct payment to private provider of Complainant's choosing and to reimburse Complainant mileage incurred for transportation to/from compensatory education for Student in his new home state of Colorado.
- d. The 8.17.23 IEP at issue does not stipulate Complainant must provide additional information, paperwork, and/or take any additional steps before FCPS implements the IEP.
- e. The 8.17.23 PWN, which addresses the 8.17.23 IEP meeting and the 8.17.23 IEP at issue, does not stipulate Complainant must provide additional information and/or take any additional steps before FCPS implements the IEP.

44. 8.28.23

- a. **REDACTED** met with Michelle Reid.
- b. At the beginning of the meeting, Reid said that FCPS in-house lawyer John Foster summed up **REDACTED**'s issues for her and what **REDACTED** wanted to discuss.
- c. **REDACTED** asked Reid to tell her what Foster considered the issues.
- d. Although Reid previously acknowledged **REDACTED**'s emails about Complainant and stated she would get back in touch with **REDACTED** Reid stated that one of the issues Foster told her about was related to another parent, which 1) she'd never heard about before and which 2) she couldn't discuss with **REDACTED**.

- e. Complainant was the parent **REDACTED** had been emailing Reid about, pursuant to the emails cited above.
- f. Although Reid didn't discuss Complainant, Reid's comments to **REDACTED** are proof that Reid and Foster knew about Complainant and that problems existed.

Listen to 8.28.23 audio

45. 9.12.23

- a. IEP meeting held for Student.
- b. FCPS agrees to reimburse Vision Therapy invoices that Complainant submitted to FCPS on 9.12.23 date.
- c. FCPS acknowledges it has W-9 on file for complainant from previous non COVID related compensatory IEP **See additional attachment W-9 dated 7.23.21**
- d. FCPS states Deborah Scott will handle the implementation of the IEP

46. 09.12.23

- a. Theresa Allen sends unreadable IEP documents to Complainant to sign.

47. 9.15.23

- a. Complainant requests to readable IEP documents be sent before complainant can sign IEP. **See email attachment August 9, 2023 - October 16, 2023**
- b. FCPS sent another email out about OCR.
 - i. Michelle Reid's name.
 - ii. She acknowledged issues with reimbursement

48. 9.18.23

- a. Theresa Allen emails saying that it happens sometimes that documents are unreadable. Blamed the complainants Adobe not being up to date, even as complainant had Adobe Pro 2023 version on computer.
- b. Theresa Allen scans documents and emails to complainant in the afternoon. **See email attachment August 9, 2023 - October 16, 2023**

49. 9.19.23

- a. Theresa Allen states she is unable to email the recording of the meeting to the complainant. Stated she may have to mail a memory stick of the recording of the IEP meeting. **See email attachment August 9, 2023 - October 16, 2023**

50. 9.24.23

- a. Complainant emails Theresa Allen that she found a discrepancy on the compensatory service hours on the IEP worksheets. **See email attachment August 9, 2023 - October 16, 2023**

51. 9.28.23

- a. Theresa Allen emails Complainant that she will check the numbers and be in touch soon. **See email attachment August 9, 2023 - October 16, 2023**

52. 10.2.23

- a. Theresa Allen emails Complainant service hour numbers that FCPS is proposing in the IEP for review. **See email attachment August 9, 2023 - October 16, 2023**

53. 10.09.23

a. Complainant signed IEP and emailed it to Theresa Allen, cc'ing Karen Tuttle and Monique Blunder-Muldrow **See email attachment September 12, 2023 - October 16, 2023**

b. Complainant noted partial consent to the 8.17.23 IEP at issue.

- i. Pursuant to U.S. Department of Education's (USDOE) June 2010 guidance document titled "Questions and Answers on Individualized Education Programs (IEPs), Evaluations, and Reevaluations", LEAs are should implement the consented to portions of partially consented to IEPs. The guidance specifically states:

"In situations where a parent agrees with the majority of services in his/her child's IEP, but disagrees with the provision of a particular service or services, such as physical therapy or occupational therapy, the public agency should work with the parent informally to achieve agreement. While the parent and public agency are attempting to resolve their differences, the agency should provide the service or services that are not in dispute."

See:

https://sites.ed.gov/idea/files/policy_speced_guid_idea_iep-qa-2010.pdf

- ii. For years, VDOE repeatedly has supported implementation of the partially consented to portions of IEPs.

Should VDOE and FCPS need a reminder, they should reference page 11 of the 11.1.19 LOF VDOE issued, which was in response to the 9.19.19 NOC it issued, which was in response to the 9.14.19 complaint filed by **REDACTED**.

VDOE specifically states:

"The record indicates that the March 12, 2019, IEP for which Parent granted partial consent (accommodations only) governed Student's accommodations in the 2019-2020 school year."

54. 10.9.23 to 10.20.23

- a. FCPS refused to implement 8.17.23 IEP at issue.

55. 10.20.23

- a. FCPS Special Education Department Chair Theresa Allen emailed Dawn Schaefer, head of FCPS' Office of Due Process and Eligibility, and FCPS' Deborah Scott.

- b. Allen forwarded Schaefer and Scott documents that Complainant provided Allen.
- c. Allen specifically asked Schaefer and Scott:

“Please let me know if there is anything else you need from me to start this process.”

- d. Dawn Schaefer and Deborah Scott:
 - i. refused to respond to Theresa Allen’s 10.20.23 email to them; and
 - ii. refused to contact Complainant about Allen’s 10.20.23 email to them. **See email attachment October 20, 2023 - November 27, 2023**

56. 10.20.23 to 11.11.23

- a. FCPS continues to refuse to implement 8.17.23 IEP at issue.

57. 11.9.23

- a. FCPS emailed individuals for whom FCPS needed a W9 form and/or needed the W9 form resubmitted.

See: “11.9.23 email FCPS to **REDACTED**”

- b. FCPS did not send its 11.9.23 email to Complainant.

58. 11.10.23

- a. **REDACTED** emailed FCPS superintendent Michelle Reid with questions about FCPS’ 11.9.23 email.

59. 11.11.23

- a. FCPS Supt Michelle Reid responded to **REDACTED** 11.10.23 email to Reid and stated she would “check with staff to get an update.”
- b. Complainant emailed Deborah Scott, with cc’s to Dawn Schaefer and others.
 - i. Complainant advised Scott, Schaefer, and others that she found a provider to implement compensatory education to Student, but that the provider will not accept direct payment from FCPS.
 - ii. Complainant requested information on how to file reimbursement and asked when reimbursement will be received. (email documentation)

60. 11.12.23 to 11.29.23

- a. FCPS Supt Michelle Reid failed to follow through on her 11.11.23 email to **REDACTED**

61. 11.12.23 to 11.26.23

- a. FCPS continues to refuse to implement 8.17.23 IEP at issue.
- b. FCPS continues to refuse to respond to Complainant’s emails regarding implementation of 8.17.23 IEP.

62. 11.27.2023

- a. Complainant emailed Theresa Allen, with cc's to Dawn Schaefer and others at FCPS at 5:59am MST.
 - i. Complainant requested update on when IEP will be implemented. (email documentation)
- b. Complainant emailed FCPS Supt Michelle Reid at 6:05pm MST.
 - i. Complainant advised Reid that FCPS has not implemented 8.17.23 IEP at issue and that FCPS has not responded to her, and specifically mentions Dawn Schaefer. **See email attachment October 20, 2023 - November 27, 2023**
- c. Theresa Allen emailed Complainant at 6:15am MST.
 - i. Allen stated that Dawn Schaefer will be updating complainant on status shortly. (email documentation) States that Deb Scott is no longer with FCPS and can be removed from the email chain. Theresa Allen adds Patti Brown to the email chain. **See email attachment October 20, 2023 - November 27, 2023**

63. 11.29.23

- a. **REDACTED** forwarded Michelle Reid their emails from 11.10.23 and 11.11.23 and asked for an update.

64. 11.30.23

- a. Michelle Reid advised **REDACTED** that Terri Edmonds-Heard would contact **REDACTED** with an answer.

65. 11.30.23 to 12.4.23

- a. Terri Edmonds-Heard failed to respond to **REDACTED** pursuant to Michelle Reid's 11.30.23 email to **REDACTED**

66. 12.5.23

- a. Terri Edmonds-Heard emailed **REDACTED** the following:

“My apologies for the delayed response. This form was sent to families who have met with the IEP Team and made a request for reimbursement, and you were included. Any changes in the reimbursement request/proposal would require an IEP meeting with the required signatures and you would have been invited to be a part of the IEP meeting. Please let me know if there are any additional questions.”

- b. **REDACTED** did not sign the IEP proposed for her student, yet FCPS sent her the email. **See Statements from REDACTED**

- c. Complainant signed the IEP for Student, but was FCPS did not send her the email.

67. 11.26.23 to 1.8.24

- a. FCPS continues to refuse to implement 8.17.23 IEP at issue.
- b. FCPS continues to refuse to respond to Complainant's emails regarding implementation of 8.17.23 IEP.

68. 12.28.23

- a. Complainant filed state complaint against FCPS.

69. 1.8.24

- a. Complainant emailed FCPS.
 - i. Complainant requested that FCPS implement the 8.17.23 IEP at issue.
 - ii. Complainant noted FCPS' refusal to respond to Complainant's numerous emails.
 - iii. Complainant advised FCPS that it would have to reimburse Complainant for services that she would start paying for out of her own pocket, starting that day, since FCPS continued to refuse to implement the 8.17.23 IEP at issue. **See email attachment January 9, 2024 - January 30, 2024**

70. 1.9.24

- a. Dawn Schaefer emailed Complainant.
 - i. Schaefer asked Complainant to send a W-9 and all paid invoices.
- b. Complainant emailed Schaefer.
 - i. Complainant attached new W-9 to email response to Schaefer.
 - ii. Complainant attached invoices for Dear Abby Tutors
 - iii. Complainant asked Schaefer when 8.17.23 IEP at issue would be implemented; when Complainant would receive reimbursement; how to file a reimbursement claim for the related service of transportation, which FCPS agreed to in the 8.17.23 IEP at issue; and asked for more information on how to have FCPS directly reimburse the provider in case the provider would consider this option. **See email attachment January 9, 2024 - January 30, 2024**

71. 1.10.24

- a. Kristina Roman emails complainant to offer an early resolution meeting to resolve concerns.
- b. Complainant emails Kristina Roman to say she is open to an early resolution meeting to resolve the complaint that FCPS is not implementing the IEP **See email attachment January 9, 2024 - January 30, 2024**

72. 1.11.24

- a. Kristian Roman emails VDOE at 8:47am requesting an extension to VDOE's deadline of January 23, 2023 stating that FCPS is in the process of resolving the complaint.
- b. Hallie Bereny grants a 7 day extension for FCPS from January 23, 2024 to January 30, 2024.
- c. Complainant emails Hallie Bereny to state she is not in favor of extending the deadline for FCPS as it will further delay FCPS providing IEP services.
- d. Kristina Roman emails Complainant offering 1.17, 1.18, 1.19 as dates to hold an early resolution meeting at 10:47am.
- e. Complainant emails stating that she is not available during the times offered and proposes early morning or evening meeting times.
- f. FCPS and Complainant agree on a Zoom meeting on January 19, 2024 at 8am EST. **See email attachment January 9, 2024 - January 30, 2024**

73. 1.17.24

- a. Complainant emails Dawn Schaefer
 - i. Complainant attached paid invoices from private provider from Dear Abby Tutors, that began providing weekly compensatory education services to **REDACTED** starting 1.8.23. **See email attachment January 9, 2024 - January 30, 2024**

74. 1.18.24

- a. FCPS' Kristina Roman emailed Complainant.
 - i. Roman asked Complainant for another W-9.
 - ii. Roman acknowledges receipt of invoices that Complainant emailed Dawn Schaefer on 1.17.23 from Dear Abby Tutors for outstanding compensatory service hours.
 - iii. Roman states she will address reimbursement requirements and reimbursement for the related service of transportation in the meeting on January 8, 2024.
- b. FCPS Kristina Roman emailed
 - i. Complainant canceling early resolution meeting due to weather and states it will need to be rescheduled to next week.
 - ii. Roman offers to email FCPS early resolution proposal ahead of any meetings next week.
- c. Complainant emails Hallie Bereny at VDOE to request an extension on time to provide additional documentation equal to the extension given to FCPS.
 - i. Bereny gives the parents a 5 business day extension for providing additional information. Deadline is now February 9, 2024. Assures parent that VDOE's Letter of Findings will be issued on February 26, 2024. **See email attachment January 9, 2024 - January 30, 2024**

75. 1.21.2024

- a. Complainant emails Roman

- i. Sends another W-9
- ii. Requests FCPS payment for the two outstanding invoices for Dear Abby Tutors submitted to FCPS.
- iii. Parent notes that Dear Abby Tutors fit the criteria for providing the outstanding compensatory services as required by the IEP dated 10/9/2023. **See email attachment January 9, 2024 - January 30, 2024**

76. 1.22.2024

77. Roman emails Complainant

- a. Sends a written proposal for early resolution to the Complainant.
- b. States that received invoices for Dear Abby tutors but will need a new invoice marking the amount paid by the parent before FCPS can reimburse the parent.

78. 1.22.2024

- a. Complainant emails Roman and rejects FCPS' early resolution proposal
 - i. Complainant notes that FCPS proposal would reduce and restrict services already provided in the 10/9/2023 IEP. **See email attachment January 9, 2024 - January 30, 2024**

79. 1.24.2024

- a. Roman emails Complainant a new early resolution proposal

80. 1.25.2024

- a. Complainant emails Roman and rejects FCPS proposal.
 - i. Complainant notes that FCPS' proposal would reduce and/or restrict services already provided in the 10/9/2023 IEP.
- b. Complainant send Roman a new invoice from Dear Abby Tutors that shows parent has already paid the tutor for services beginning in January. **See email attachment January 9, 2024 - January 30, 2024**

81. 1.26.2024

- a. Roman emails Complainant a new early resolution proposal
 - i. Proposal agrees to begin providing IEP services contained in the IEP dated 10/9/2024 if the complainant agrees to drop the VDOE complaint.
- b. Complainant rejects FCPS' proposal
 - i. Complainant cites that legally complainant should not have to sign an resolution agreement in order to receive IEP services.
 - ii. Complainant notes the FCPS is requiring the parent to drop the VDOE complaint prior to providing services required by the 10.9.2024 IEP
 - iii. Complainant notes FCPS did not require other parents to sign resolution agreements before providing COVID IEP compensatory services to other students.
 - iv. Complainant notes that to date FCPS has not provided services as required by law and would not consider withdrawing the complainant unless services are provided as written in the 10.9.2023 IEP.

- v. Complainant asserts that FCPS needs to provide additional compensatory services due to FCPS withholding services negatively impacting the students education. More service hours are necessitated by children that do not receive early intervention services in elementary school. **See email attachment January 9, 2024 - January 30, 2024**

82. 1.30.2024

- a. Theresa Allen emails complainant to say that FCPS cannot read the Vision Therapy invoice emailed by the parent to the IEP team on 9.12.2023
- b. Complainant responds that she did send another copy of the Vision Therapy invoice in pdf form as requested
- c. FCPS states they cannot find the readable pdf invoice for Vision Therapy and confirms that Speech Therapy receipts have already been forwarded to central office.
- d. Complainant sends the clear pdf copy to FCPS as a courtesy. Sends copy of previous email from Therea Allen saying she could not forward paperwork to Deb Scott for reimbursement until she has all supporting invoices for Speech and Language services and Vision Therapy Services. Notes that Theresa Allen email sent to Deb Scott on 10.20.2024 shows all supporting documentation was attached as required by FCPS.