

**ILLINOIS STATE BOARD OF EDUCATION
IMPARTIAL DUE PROCESS HEARING**

Student, by and through his Parent¹

v.

Case No. 2025-DP-0244

District²

Leah Trinkala

Impartial Hearing Officer

FINAL DETERMINATION AND ORDER

JURISDICTION.

The undersigned has jurisdiction over this matter pursuant to the Individuals with Disabilities Education Act (IDEA), 20 U.S. C. §1400 et seq. and the Illinois School Code, 105 ILCS 5/148.02a et.seq.

PROCEDURAL BACKGROUND.

On May 9, 2025, the Petitioner (Parent) filed a due process complaint ("Complaint") against the District on behalf of her fifteen-year-old son ("Student"), who is a student with a disability.³ The Student is eligible for special education and related services under the categories of Intellectual Disability and Other Health Impairment.⁴ The Parent alleged that the District failed to implement the Student's Individualized Education Program (IEP) upon his transfer into the District and denied the Student a free appropriate public education (FAPE) by requiring the Parent to sign medical release forms.⁵ The Parent was self-represented. The District is represented by Caroline Roselli and Hannah May of Robbins Schwartz, LLC

On May 13, 2025, the Illinois State Board of Education (ISBE) appointed the undersigned as the Impartial Hearing Officer (IHO).⁶ On May 16, 2025, the District filed a

¹ Personally identifiable information is found in Appendix A. IHO Ex. 1.

² Personally identifiable information is found in Appendix A. IHO Ex. 1

³ IHO Ex. 1.

⁴ IHO Ex. 1.

⁵ IHO Ex. 7 and 21.

⁶ IHO Ex. 3.

Response to the Complaint and a Notice Of Insufficiency.⁷ On May 19, 2025, the undersigned issued an Interim Order: Sufficiency Determination finding the Complaint insufficient and granting the Parent leave to file an amended complaint.⁸ In accordance with this order, the Parent filed an Amended Complaint on May 29, 2025.⁹ The filing of the Amended Complaint reset the applicable timelines due to the inclusion of new issues and the revised decision due date was set for August 12, 2025.¹⁰

On July 8, 2025, the parties filed a Joint Motion to Extend the Resolution Period and the 45-Day Decision Timeline.¹¹ Pursuant to this motion, the resolution period was extended to July 18, 2025 and the 45-day decision timeline was extended to August 31, 2025.¹² On July 14, 2025, the parties participated in a resolution session but were unable to resolve the matter.¹³

On July 23, 2025, the parties filed a Joint Motion to Extend the Resolution Period to allow for participation in mediation.¹⁴ Pursuant to this motion, the resolution period was further extended to August 15, 2025 and the 45-day decision timeline was extended to September 30, 2025.¹⁵ On August 14, 2025, a Prehearing Conference was scheduled for August 27, 2025, as the parties were unable to reach an agreement through mediation.¹⁶

On August 16, 2025, the Notice of Prehearing Conference and the proposed issues were emailed to the parties,¹⁷ The Prehearing Conference was held on August 27, 2025.¹⁸ A hearing date was set for October 7, 2025 and the decision timeline was extended to October 22, 2025.¹⁹ A Prehearing Report and Order was issued on September 1, 2025.²⁰

The hearing took place remotely via the Zoom platform and in-person on October 7, 2025 and was an open hearing.²¹ At this hearing, the District called six witnesses.²² The Parent declined to testify. Admitted into the record were Joint Exhibits J-1 through J-9, J-19 through J-28, J-30 – J-34, J-36 through J-43, and J-45 through J-47. On October 8, 2025, the parties submitted their written closing statements and supporting case law.²³ The decision of the IHO

⁷ IHO Ex. 4.

⁸ IHO Ex. 6.

⁹ IHO Ex. 7.

¹⁰ IHO Ex. 8

¹¹ IHO Ex. 11.

¹² IHO Ex 11.

¹³ IHO Ex. 12 and 15.

¹⁴ IHO Ex. 15.

¹⁵ IHO Ex. 15.

¹⁶ IHO Ex 18.

¹⁷ IHO Ex. 19.

¹⁸ IHO Ex. 21

¹⁹ IHO Ex. 21.

²⁰ IHO Ex. 21.

²¹ Personally identifiable information is found in Appendix A.

²² Personally identifiable information is found in Appendix A.. The District objected to the Parent calling seven school board members to testify to determine if the District had a policy that required a child to participate in a pre-start visit/evaluation before attending school. See IHO Ex. 34 and 30. The witnesses were stricken because the Assistant Superintendent and Director would be able to testify regarding school policies.

²³ IHO Ex. 35..

is due within ten business days of the conclusion of the hearing.²⁴ As such, the IHO did not have the benefit of a transcript. This decision is based on the IHO's copious personal notes and recollection of the testimony provided at the hearing. In rendering this decision, the IHO considered all the documents admitted into evidence, the testimony of the witnesses, the parties' closing arguments and suggested case law, as well as the IHO's own independent research. This decision was issued within ten business days as required by Illinois law.²⁵

ISSUE AND REQUESTED REMEDIES.

The issues to be determined are as follows:

- a. Whether the District failed to implement, as required under the IDEA and the Illinois Administrative Code, comparable services under the transfer IEP dated 10/5/23 by not providing the Student with transportation to and from school with a nurse on the bus and not providing a dedicated nurse in the classroom to have direct view and easy access to the Student at all times to meet the Student's medical needs and thus denied the Student a FAPE?²⁶

Defense: The District had a nurse ready to start, but in light of the Parent's refusal to sign the medical authorization form and other appropriate forms, the nursing agency was unable to come in without the required forms being signed. The District had a nurse in place to transport the Student and to be with the Student for the entire school day and the nursing agency had attended an IEP meeting for the Student.²⁷

- b. Whether the District violated the IDEA and the Illinois Administrative Code by failing to implement an IEP for the Student within 10 days of the Student's enrollment in the District on September 3, 2024 and thus denied the Student a FAPE?²⁸

Defense: The District was prepared to implement the Student's IEP and had convened IEP meetings; however, due to the Parent's failure to sign the required medical authorization and release forms, as well as the Parent's refusal to bring the Student in for a pre-start visit, the District was unable to coordinate with the nursing agency to provide the necessary services.²⁹

- c. Whether the District from October 2024 to the present denied the Student a FAPE by requiring the Student to participate in a pre-start visit/evaluation before

²⁴ 105 ILCS 5/14-8.02a(g55)(5).

²⁵ 105 ILCS 5/14-8.02a(g55)(5).

²⁶ IHO Ex. 21.

²⁷ IHO Ex. 21.

²⁸ IHO Ex. 21.

²⁹ IHO Ex. 21.

attending school and requiring the Parent to sign medical/medication authorization forms?³⁰

Defense: This Student has complex medical needs, including medication administration and feeding during the school day. Without the necessary release forms signed by the Parent, the District is unable to implement the required medical supports. Additionally, the Parent declined to bring the Student in for a brief visit to ensure that the equipment appropriately fits the Student and meets the Student's needs³¹

The Parent's remedies are as follows:

- a. Reimburse the Parent's out of pocket expenses for providing nursing services for the Student in the home while the Student was not attending school at the District.³²
- b. Provide compensatory education in the form of special education services and provide occupational therapy, speech/language services and physical therapy which were not provided to the Student.³³
- c. Provide the appropriate medical authorization forms for the Parent to sign that comply with state law and protect the Student's civil rights. The forms should not authorize anyone other than a licensed nurse to administer medication to the Student and should not require the Parent to consent to communication between the District and the Student's medical provider.³⁴

The District's remedies are as follows:

- a. Find the District did not deny the Student a FAPE.³⁵
- b. Order the Parent to sign the required forms for the Student to return to school.³⁶

JOINT STIPULATIONS OF FACT.

Now come the Parties, the Parent and the District, by and through its attorneys, Robbins Schwartz, Ltd., and hereby jointly stipulate the following:³⁷

³⁰ IHO Ex. 21.

³¹ IHO Ex. 21.

³² IHO Ex. 21.

³³ IHO Ex. 21. The Parent submitted her compensatory education plan on September 15, 2025. See IHO Ex. 23.

³⁴ IHO Ex. 21.

³⁵ IHO Ex. 21.

³⁶ IHO Ex. 21.

³⁷ IHO Ex. 33.

1. Student is a fifteen year-old student born on January 26, 2010.³⁸
2. Student has the following diagnoses: asthma; seizures; and dystonia (a dysfunction of the nerves that regulate nonvoluntary body functions such as heart rate, blood pressure and sweating); and is allergic to dextrose, nuts, peanuts, seafood/shellfish, and strawberry. Per a letter dated September 16, 2025, and received on September 25, 2025, Student is also diagnosed with secondary intractable epilepsy (Lennox-Gaustad Syndrome).³⁹
3. Student has a g-tube and requires g-tube feedings and suctioning. Student also requires emergency asthma, allergy, and seizure medication.⁴⁰
4. Student is eligible for special education under the eligibility categories of Other Health Impairment and Intellectual Disability.⁴¹
5. Student is a resident of the District.⁴²
6. On September 3, 2024, Parent enrolled Student at N High School.⁴³
7. On September 5, 2024, Parent spoke with the Assistant Director and the Assistant Director explained the process of hiring a 1:1 nurse for Student through a contract nursing agency.⁴⁴
8. On September 23, 2024, Assistant Director emailed Parent regarding the chosen contract nursing agency, Independence Plus (Independence), to connect Parent with the agency.⁴⁵
9. On September 26, 2024, the District 219 contract nurse with Independence went to Parent's home to see Student.⁴⁶
10. Between September 30, 2024, and October 4, 2024, Parent and Assistant Director emailed each other regarding the visit to school and when Student could start school after the nurses were secured and passed a background check.⁴⁷
11. On October 9, 2024, the Special Education Department Secretary emailed the Parent regarding a consent for release of information with

³⁸ IHO Ex. 33.

³⁹ IHO Ex. 33.

⁴⁰ IHO Ex. 33.

⁴¹ IHO Ex. 33.

⁴² IHO Ex. 33.

⁴³ IHO Ex. 33.

⁴⁴ IHO Ex. 33.

⁴⁵ IHO Ex. 33.

⁴⁶ IHO Ex. 33.

⁴⁷ IHO Ex. 33.

H Elementary School, Student's previous school. The Parent refused to sign the consent for release document.⁴⁸

12. On October 18, 2024, the Assistant Director emailed Parent regarding the IEP meeting scheduled for October 22, 2024, and she stated, "Prior to Student starting school, we will need you to bring him to the school to meet with our team and the nurse provider. We need to make sure we have the appropriate equipment to ensure Student is safe at school. We are available Monday if you can bring him then or if you and the Student want to come to the IEP meeting in person. If transportation for Student is a need, please let us know and we can work with you to arrange transportation. We are still waiting on the following forms from you per our school nurse: G tube feeding order, Suction order, Medication authorization forms (some have been sent back to us but don't have proper signatures)." Parent sent a "thank you" email confirmation response.⁴⁹
13. On October 22, 2024, an IEP meeting was held for Student.⁵⁰
14. On October 25, 2024, the Assistant Director emailed Parent outlining what documentation and pre-start meetings were needed for Student to begin school. The Assistant Director also informed Parent that Independence backed out of the contract after the IEP meeting. Parent responded to the email, indicating she was not in agreement with the District's requests.⁵¹
15. Between October 25, 2024, and January 9, 2025, the Parent and District exchanged many email communications regarding medication authorization forms and a pre-start visit for Student to begin school. Parent did not bring Student to the school for the pre-start visit during this time.⁵²
16. On January 9, 2025, an IEP meeting for Student was held in person. After the conclusion of the IEP meeting, the Parent and school nurse reviewed all the necessary medication administration and g-tube forms and Parent signed the forms.⁵³
17. On January 22, 2025, the Director emailed Parent to reschedule the pre-start visit for January 23, 2025. The Parent confirmed. On January 23, 2025, Parent cancelled the pre-start visit and requested

⁴⁸ IHO Ex. 33.

⁴⁹ IHO Ex. 33.

⁵⁰ IHO Ex. 33.

⁵¹ IHO Ex. 33.

⁵² IHO Ex. 33.

⁵³ IHO Ex. 33.

the pre-start visit occur on January 27, 2025. The Director confirmed the date.⁵⁴

18. On January 23, 2025, Parent emailed the School Nurse and revoked her consent for the medication administration forms. On January 24, 2025, the Director emailed Parent following the revocation of consent.⁵⁵
19. On February 21, 2025, Parent met with the Assistant Director, Director and Assistant Superintendent about the medication authorization forms and the pre-start visit. At the meeting, the Parent was not in agreement to sign the medication authorization forms and was not in agreement with bringing Student in for a pre-start visit.⁵⁶
20. On February 24, 2025, Parent emailed the school principal of N High School asking if Student could attend school on February 25, 2025. The school principal responded that the Special Education Department was in contact with her and handling the matter.⁵⁷
21. On May 6, 2025, Parent filed a Due Process Complaint against the District.⁵⁸
22. On May 29, 2025, Parent filed an Amended Due Process Complaint after the initial complaint was dismissed after a Notice of Insufficiency was filed.⁵⁹
23. On July 14, 2025, the parties participated in a resolution session but were unsuccessful in resolving Parent's Amended Due Process Complaint.⁶⁰
24. On August 5, 2025, the parties participated in mediation but were unsuccessful in resolving Parent's Amended Due Process Complaint.⁶¹
25. On August 5, 2025, the District sent Parent revised medication and g-tube feeding forms removing all references to individuals other than the school nurse/contract nurse administering medications to Student. The District also sent Parent a release to sign so the District could communicate with the private nursing agency who would be

⁵⁴ IHO Ex. 33.

⁵⁵ IHO Ex. 33.

⁵⁶ IHO Ex. 33.

⁵⁷ IHO Ex. 33.

⁵⁸ IHO Ex. 33.

⁵⁹ IHO Ex. 33.

⁶⁰ IHO Ex. 33.

⁶¹ IHO Ex. 33.

providing the 1:1 nursing to Student during the school day. The Parent did not sign the forms.⁶²

26. On August 7, 2025, the District sent Parent a follow-up email regarding whether she will be signing and returning the forms sent on August 5, 2025, so the District could secure a 1:1 nurse for the start of the school year. The Parent did not sign the forms.⁶³

27. On August 27, 2025, the District sent Parent a follow-up email requesting that she redline or highlight the concerns she has with the current medication, g-tube and authorization forms and return such to the District so the District could review such and see if further adjustments could be made to the forms. The District did not receive any red lines or highlighted forms from the Parent.⁶⁴

28. On September 18, 2025, the District sent Parent further revised medication and g-tube feeding forms based on additional parental concerns shared regarding the forms. The Parent did not sign the forms.⁶⁵

FINDINGS OF FACT.

To the extent that a Finding of Fact adopts one version of a matter on which there is conflicting evidence, the evidence adopted has been determined more credible than the conflicting evidence. After considering and reviewing all the evidence as well as the arguments of the parties, the IHO's Findings of Fact are as follows:

A. 10/25/2023 IEP.

1. The Student transferred into the District for the 2024-2025 school year as a 9th grade student.⁶⁶ Prior to the transfer, the Student was enrolled at H Elementary School which is located in a different school district within the State of Illinois.⁶⁷
2. The District received the Student's transfer IEP in September 2024.⁶⁸ The Student had not been in attendance for the 8th grade at H Elementary School at the time the transfer IEP was finalized on October 25, 2023.⁶⁹ As a result, the IEP team relied on the

⁶² IHO Ex. 33.

⁶³ IHO Ex. 33.

⁶⁴ IHO Ex. 33.

⁶⁵ IHO Ex. 33.

⁶⁶ Testimony of Assistant Director.

⁶⁷ J-1 p. 1.

⁶⁸ Testimony of Assistant Director.

⁶⁹ J-1, p. 2.

Student's prior IEP and existing reports as the IEP team had no new information available at this time.⁷⁰

3. The transfer IEP identified the Student as a medically fragile Student with diagnoses including an anoxic brain injury, a cortical visual impairment and dystonia.⁷¹ The Student requires full assistance with all his medical needs, including a dedicated nurse for monitoring, medications and G-Tube feedings.⁷² The Student requires Asthma and Allergy Action Plans as well as a rescue inhaler for cold weather and environmental triggers.⁷³ The Student lacks awareness of safety risks and requires constant monitoring supervision.⁷⁴
4. The transfer IEP documented significant communication and mobility needs. The Student has severe communication deficits resulting from his brain injury and visual impairment requiring extensive adult support and maximum physical assistance to communicate even a single message using a communication device.⁷⁵ For mobility, the Student uses a custom-molded tilt-in space wheelchair equipped with a headrest, lateral supports, foot support, chest harness, and safety belt.⁷⁶ A Hensinger collar is used at all times to support his head and neck.⁷⁷ The Student exhibits limited purposeful movement in his extremities, is not toilet trained, and requires two adults for transfers and full assistance for all mobility, including wheelchair movement.⁷⁸
5. The transfer IEP provided the Student with 420 minutes of direct nursing services and a dedicated paraprofessional.⁷⁹ Transportation was included as a related service with a dedicated nurse assigned to the bus, positioned with a direct view and immediate access to the Student.⁸⁰ Constant nurse supervision was required for pulmonary treatments/assessments, neurological monitoring for seizures and overall medical safety.⁸¹ Due to his conditions, the Student required limited environmental exposure, avoidance of extreme temperatures, extreme pollen levels and prolonged sun exposure.⁸² The Student needed to travel with medical equipment including a suction machine, seizure emergency medication, a feeding machine and a portable nebulizer.⁸³

⁷⁰ See J-1, p. 2-5 and 35-54.

⁷¹ J-1, p. 3-4..

⁷² J-1, p. 24.

⁷³ J-1, p. 24-28..

⁷⁴ J-1, p. 36.

⁷⁵ J-1, p. 4.

⁷⁶ J-1, p. 3

⁷⁷ J-1, p. 3.

⁷⁸ J-1, p. 3

⁷⁹ J-1, p. 4, 56 & 58.

⁸⁰ J-1, p. 64.

⁸¹ J-1, p. 64.

⁸² J-1, p. 64.

⁸³ J-1, p. 64.

B. STUDENT'S TRANSITION TO N HIGH SCHOOL.

6. When the Student transferred into the District, the District had no current information regarding the Student's functional physical and health needs.⁸⁴ The Student was overdue for a reevaluation. The most recent evaluation was completed on April 19, 2021 and the next proposed reevaluation was April 19, 2024.⁸⁵
7. Due to the complexities of the Student's medical needs, the District needed to secure an outside nursing agency to provide a dedicated nurse for the Student.⁸⁶ In the interim, the Assistant Director on September 5, 2025, during a telephone conversation, offered homebound services for the Student until a nursing agency was secured.⁸⁷ The Parent refused and stated she was not interested in these services.⁸⁸ On September 12, 2024, the Assistant Director followed up in an email that the homebound services offered stands.⁸⁹
8. Independence requested to meet with the Student prior to initiating the nursing services due to the Student's medically fragile condition and to develop a care of plan.⁹⁰ Per Independence's policy, this planning phase includes meeting with the Student, the family and relevant school staff.⁹¹ The agency's manager or the CEO would assess the Student's skin integrity, bowel and bladder function, vital signs, and review medication.⁹² Given the Student's wheelchair usage, the assessment would include an evaluation of pressure relief strategies, wheelchair tolerance, cushion type and skin condition after prolonged sitting.⁹³ The agency must also determine whether additional equipment is needed for transfers.⁹⁴ A practice transfer must be conducted to confirm it can be performed safely for both the Student and the nurse.⁹⁵
9. The Parent refused to grant the District permission to speak to the Student's former physical therapist at H Elementary School, preventing access to updated information regarding the Student's health and physical condition.⁹⁶ As the transfer IEP relied on data that was two or three years old, the District required a pre-start assessment,

⁸⁴ Testimony of Assistant Director and Physical Therapist.

⁸⁵ See J-1, p. 1.

⁸⁶ Testimony of Assistant Director.

⁸⁷ Testimony of Assistant Director.

⁸⁸ Testimony of Assistant Director.

⁸⁹ J-19, p. 227. Testimony of Assistant Director.

⁹⁰ Testimony of CEO, Assistant Director, Physical Therapist and Director.

⁹¹ Testimony of CEO.

⁹² Testimony of CEO.

⁹³ Testimony of CEO.

⁹⁴ Testimony of CEO.

⁹⁵ Testimony of CEO.

⁹⁶ Testimony of Physical Therapist.

including an evaluation by a physical therapist to ensure a safe transition and identify the Student's current physical needs.⁹⁷ Consultation with prior service providers is standard and considered best practices in transitions of this nature.⁹⁸ The District needed to verify that appropriate equipment was available for safe positioning and transfers particularly in light of the Student's growth and potential changes in muscle tone.⁹⁹ Without updated measurements, there was a risk of pressure sores or other safety risks.¹⁰⁰ The District had limited on-site equipment and may have needed to order additional items and train staff on their proper use.¹⁰¹ The Parent provided conflicting information such as the claim that the Student can now lift himself – which further underscored the need for a professional assessment.¹⁰²

10. The Parent was uncooperative in providing Independence with the necessary information to develop a care plan for the Student to safely attend school. On September 26, 2025, a manager from Independence met with the Parent but was unable to obtain sufficient information to develop an adequate care plan.¹⁰³ The manager was not permitted to take vital signs, obtain a full report on the four body systems, or observe a transfer.¹⁰⁴ Typically, parents working with the agency are willing to provide this information, unless a nursing agency is already delivering care in the home.¹⁰⁵
11. The Parent impeded the District from scheduling a prestart visit for the Student. The District attempted to schedule the Student to come to school for a visit on October 1, 2024 and the Parent was not available.¹⁰⁶ The Parent emailed the District she was available on October 2, 2024 and then cancelled this date.¹⁰⁷ The Parent requested the Student to just start school on October 9, 2024.¹⁰⁸
12. Independence reached out to the District for assistance in acquiring the necessary information to develop a care plan for the Student. On October 14, 2024, via email, Independence stated the agency needed documentation/orders from Lurie's Children's Hospital (Lurie), who had been treating the Student, and needed an IEP meeting to be completed to assess the need for the transfer equipment and whether the District has

⁹⁷ Testimony of Physical Therapist, Assistant Superintendent and Assistant Director.

⁹⁸ Testimony of Physical Therapist.

⁹⁹ Testimony of Physical Therapist.

¹⁰⁰ Testimony of Physical Therapist.

¹⁰¹ Testimony of Physical Therapist.

¹⁰² Testimony of Physical Therapist.

¹⁰³ J-20, p. 236. Testimony of CEO.

¹⁰⁴ Testimony of CEO.

¹⁰⁵ Testimony of CEO.

¹⁰⁶ Testimony of Assistant Director. J-20, p. 234-235.

¹⁰⁷ J-20, p. 232-233. Testimony of Assistant Director.

¹⁰⁸ J-20, p. 231.

the equipment or needs to order the necessary equipment for safe transfers during school hours.¹⁰⁹

13. The Parent failed to cooperate with the School Nurse to secure the required signed medication authorization forms. Separate forms were required for each prescribed or over-the-counter medication including two distinct forms for the Student's Albuterol as part of the Student's action plan.¹¹⁰ The Parent was also required to sign a waiver releasing the District from liability except in cases of willful or wanton misconduct and to acknowledge that in an emergency, medication may be administered by someone other than the school nurse.¹¹¹
14. The District was able to secure signed medical documentation from the Student's medical providers. A medical doctor signed a Certification of the Student's health examination on October 11, 2024.¹¹² The certification stated the Student requires an Asthma Action Plan, Emergency Allergy Plan and Seizure Care Plan.¹¹³ Lurie completed a Seizure action plan for 2024-2025 and this was signed by the treating provider on August 27, 2024.¹¹⁴ A medication authorization form was signed by a physician on October 7, 2024.¹¹⁵ A treatment authorization form for oral suctioning was signed by a provider on October 2, 2024.¹¹⁶ The Parent, however, refused to sign these forms.¹¹⁷
15. On October 22, 2024 an IEP meeting was scheduled at the request of the Parent.¹¹⁸ At this meeting, the Parent further impeded the District's efforts to gather necessary information regarding the Student.¹¹⁹ Although provided an opportunity to share concerns, the Parent said the meeting was unnecessary and only sought a start date for the Student.¹²⁰ The Director explained that since no staff had met the Student, a pre-start visit was necessary for safe service delivery.¹²¹ Despite being asked to attend in-person and bring the Student, the Parent only participated by phone and disconnected before the meeting concluded.¹²²

¹⁰⁹ J-22, p. 240.

¹¹⁰ Testimony of School Nurse.

¹¹¹ J-7, p. 171-172. Testimony of School Nurse and Director.

¹¹² J-4, p. 139.

¹¹³ J-4, p. 140.

¹¹⁴ J-5, p. 141.

¹¹⁵ J-5, p. 143-144.

¹¹⁶ J-5, p. 148.

¹¹⁷ Testimony of Director and School Nurse.

¹¹⁸ Testimony of Assistant Director. J-20, p. 228.

¹¹⁹ Testimony of Assistant Director, CEO, Physical Therapist, and Director.

¹²⁰ Testimony of Director.

¹²¹ Testimony of Director.

¹²² Testimony of Assistant Director.

16. Since the Parent was uncooperative at this IEP meeting, Independence cancelled its contract with the District.¹²³ The CEO sent an October 22, 2024 email indicating that the Student could not be admitted as a patient because the Parent has denied the District access to the Student's medical/physician orders which are needed to ensure the orders are followed by her nurses and to protect the safety of the Student and the nurses beginning at the Student's home, aboard the school bus, during the school day and to and from the school bus.¹²⁴
17. Following this meeting, the District continued to reach out to the Parent to obtain informed consent. The District communicated with the Parent, via email explaining the reason for the pre-start visit/assessment and offered dates to arrange a date for the Student to come to school to be assessed.¹²⁵ The Parent continued to cancel the scheduling meetings for the District to meet the Student.¹²⁶ On October 25, 2024, the Parent sent an email response explaining she is not complying with any request reasonable or unreasonable and the Parent did not want an assessment completed.¹²⁷
18. The District continued to collaborate with the Parent to obtain the necessary medication authorization forms to have a medical plan for the Student and explained the purpose of the forms. On November 6, 2024, via email, the District confirmed receipt of the Student's Asthma Action Plan and indicated the Medication Authorization form was still needed to note the medication needed at school.¹²⁸ On November 11, 2024, via email, the Parent refused to sign this form because the form was not applicable to the Student who cannot self-administer medication.¹²⁹ The School Nurse responded that the form has multiple sections and the sections that do not apply do not need to be completed.¹³⁰
19. An IEP meeting was held on January 9, 2025 due to the Parent's continued lack of cooperation with the District's efforts.¹³¹ Attendees included the Parent, the Director, the Physical Therapist, the Assistant Director, the School Nurse, two special education teachers, a social worker, a counselor, a speech and language pathologist, an occupational therapist, and representatives from Independence.¹³² The IEP team confirmed that transportation would remain as a related service and the Student would

¹²³ Testimony of Assistant Director. J-24, p. 251.

¹²⁴ J-24, p. 251.

¹²⁵ Testimony of Assistant Director, Assistant Superintendent and Director. J-25, p. 256-257, J-47, p. 422, J-47, p. 422, J-25, p. 254-255, J-27, p. 267-277.

¹²⁶ J-47, p. 423.

¹²⁷ Testimony of Assistant Director. J-47, p. 422. J-25, p. 255.

¹²⁸ J-27. P. 260. J-47, p. 422.

¹²⁹ J-27, p. 268.

¹³⁰ J-27, p. 268. Testimony of Assistant Director.

¹³¹ J-3, p. 100.

¹³² J-3, p. 134.

receive both a have a 1:1 aide and a 1:1 nurse during the school day.¹³³ The School Nurse met separately with the Parent to review the necessary medical authorization forms which the Parent signed at the meeting.¹³⁴ The Parent agreed to bring the Student to school on January 16, 2025 at 12 p.m. for a pre-start visit.¹³⁵

20. After this meeting, the Parent again refused to bring the Student in for an assessment by cancelling all the meetings scheduled in January. The Parent cancelled the January 16, 2025 meeting on January 13, 2025 after the Assistant Director sent an email to confirm the meeting because the Student was not feeling well.¹³⁶ The Parent requested to reschedule for January 20, 2025; however, this was a school holiday.¹³⁷ The Director offered January 23, 2025 because Independence was not available on January 22, 2025.¹³⁸ On January 23, 2025, the Parent sent an email to cancel January 23, 2025 and requested January 27, 2025.¹³⁹ The Parent then cancelled the January 27, 2025 meeting.¹⁴⁰
21. The Parent further impeded the District by revoking consent to the medication authorization forms previously signed on January 9, 2025.¹⁴¹ In an effort to continue collaboration, the District held a telephonic conference on February 21, 2025 with the Parent, the Assistant Superintendent and the Assistant Director.¹⁴² During this call, the Parent expressed opposition to completing the medical authorization form and refused to bring the Student in for an assessment needed to ensure the Physical Therapist could safely address the Student's needs.¹⁴³
22. On July 23, 2025, the Parent terminated the ROI Authorization between Lurie's Children Hospital and the District.¹⁴⁴ On September 5, 2024, the Parent had signed the release of information for Lurie to communicate with the District.¹⁴⁵
23. The record contains no evidence that the District has ever evaluated the Student or had any direct contact with the Student. Furthermore, the Parent did not offer any testimony or present any witnesses to provide current information regarding the Student's medical or physical needs within the school environment.

¹³³J-3, p. 134.

¹³⁴ Testimony of School Nurse. See, J-31 p. 297-346.

¹³⁵ J-3, p. 135.

¹³⁶ J-47, p. 423.

¹³⁷ J-47, p. 424. J-32, p. 350.

¹³⁸ J-47, p. 424. J-32, p. 349-350.

¹³⁹ J-47, p. 424. J-32, p. 348.

¹⁴⁰ Testimony of CEO.

¹⁴¹ Testimony of School Nurse and Director.

¹⁴² J-37, p. 360-361. J-47, p. 424.

¹⁴³ J-47, p. 424.

¹⁴⁴ J-40, p. 371.

¹⁴⁵ J-9, p. 193.

CONCLUSIONS OF LAW AND DISCUSSION OF THE ISSUES

Based on the above Findings of Fact, the District's closing statements, and this IHO's legal research, the Conclusions of Law are as follows:

A school district must provide children with disabilities with a free appropriate public education ("FAPE") and to the "maximum extent appropriate with nondisabled children."¹⁴⁶ Children with disabilities shall only be removed from the regular educational environment "when the nature or the severity of the disability is such that the education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily."¹⁴⁷ Under the IDEA, a hearing decision shall be made on substantive grounds based upon whether the child received a FAPE.¹⁴⁸ To determine if the child's IEP complies with the IDEA, a two prong test must be employed.¹⁴⁹ The first prong of the test is to determine if the district has complied with the procedures set forth in the IDEA. The hearing officer can determine the child was denied a FAPE only if the procedural inadequacies impeded the child's right to a FAPE, significantly impeded the parent's opportunity to participate in the decision making process or caused a deprivation of educational benefits.¹⁵⁰ The 7th Circuit explained that procedural flaws do not automatically require a finding of a denial of FAPE, however, procedural inadequacies that result in a loss of educational opportunity clearly result in the denial of FAPE.¹⁵¹ The Circuits that have addressed procedural violations have found that procedural defects alone do not constitute a violation of the right to a FAPE unless they result in the loss of an educational opportunity.¹⁵²

A. Whether the District failed to implement, as required under the IDEA and the Illinois Administrative Code, comparable services under the transfer IEP dated 10/5/23 by not providing the Student with transportation to and from school with a nurse on the bus and not providing a dedicated nurse in the classroom to have direct view and easy access to the Student at all times to meet the Student's medical needs and thus denied the Student a FAPE?¹⁵³

Under the IDEA, when a student transfers to another school district within the same State, and enrolls during the same school year, the receiving school district is required to

¹⁴⁶ *Beth B. v Van Clay*, 282 F.2d 493 (7th Cir.2002). See also, 20 U.S.C. § 1412(a)(1) and 1412(a)(5).

¹⁴⁷ 20 U.S. C §1412(a)(5).

¹⁴⁸ 20 U.S.C. § 1415(f)(3)(E)(i).

¹⁴⁹ See *Bd. of Ed. Of the Hendrick Hudson Cent. Sch. Dist. V. Rowley*, 458 US 206-207. *A. G. and JG v. Bd. of Ed. Of Arlington Cen. Sch. Dist.*, 69 IDELR 210 (S. D. NY 2017).

¹⁵⁰ 20 USC § 1415(f)(3)(E)(ii).

¹⁵¹ *Board of Education of Township High School District No. 211 v. Ross*, 486 F.3d 267 (7th Cir. 2007).

¹⁵² See, *Schoenbach v. District of Columbia*, 309 F.Supp.2d 71 (D.D.C. 2004)

¹⁵³ IHO Ex. 21.

provide a FAPE to the student.¹⁵⁴ This includes providing comparable services described in the student's former IEP until the new school district either adopts the former IEP or develop, adopts and implements a new IEP.¹⁵⁵ Pursuant to the Illinois Administrative Code (the "Code"), when a student with an IEP transfers from one school district to another, the receiving district, upon receipt of a copy of the student's IEP either prior to or at the time of enrollment, may choose to adopt the existing IEP or develop a new one.¹⁵⁶ Pursuant to the Code, the receiving district may adopt the existing IEP if the following conditions are met:

- “(i) the parents indicate either orally or in writing, satisfaction with the Current IEP; and,
- (ii) the new district determines that the current IEP is appropriate and can be implemented as written.”¹⁵⁷

If the school district elects not to adopt the student's prior IEP and instead intends to develop a new IEP, the school district must provide written notice to the parent within ten (10) days of the student's enrollment in the district.¹⁵⁸ This notice must include a proposed date for the IEP meeting, in accordance with Section 226.530 of the Code.¹⁵⁹ While the new IEP is being developed, the district is required to implement services that are comparable to those provided under the student's prior IEP.¹⁶⁰

The Seventh Circuit has not addressed an implementation challenge; however, there is a consensus for the courts to follow the Fifth Circuit Standard which requires a party to prevail on implementation challenge, the party must show “more than a de minimis failure to implement all elements of that IEP, and instead must demonstrate that the school district failed to implement substantial or significant portions of the IEP.”¹⁶¹ The Eleventh Circuit, in an implementation case, indicated the question is not whether the school district materially failed to implement an individual provision in isolation but rather whether the school district materially failed to implement the IEP as a whole.¹⁶² The deviations from the IEP must be material to amount to a denial of FAPE¹⁶³ A material failure occurs “when there is more than a minor discrepancy between the services a school provides to a child and the services required

¹⁵⁴ 34 CFR § 300.323(e)

¹⁵⁵ 34 CFR § 300.323(e).

¹⁵⁶ 23 Illinois Administrative. Code. Section 226.50(a)(1)(A)(B).

¹⁵⁷ 23 Ill. Admin. Code. Section 226.50(1)(A)(i)(ii).

¹⁵⁸ 23 Ill. Admin. Code. Section 226.50(1)(B)..

¹⁵⁹ 23 Ill. Admin. Code. Section 226.50(1)(B).

¹⁶⁰ 23 Ill. Admin. Code. Section 226.50(1)(B).

¹⁶¹ *Catalan v. District of Columbia*, 47 IDELR 223 (D.C. 2007) quoting *Houston Independent School District v. Bobby R.*, 200 F.3rd 341 (5th Cir. 2000).

¹⁶² *L. J. v. Sch. Bd. of Broward*, 927 F.3rd 1203, (11th Cir. 2019).

¹⁶³ *Catalan v. District of Columbia*, 47 IDELR 223 (D.C. 2007). See also, *East Central Bd. of Cooperative Educational Services*, 114 LRP 46711 (CSEA, 2014).

by the IEP.¹⁶⁴ The 7th Circuit had held that procedural inadequacies which result in the loss of an educational opportunity amount to denial of FAPE.¹⁶⁵ The 7th Circuit has not adopted the standard that procedural inadequacies amount to a denial of FAPE if they seriously infringe the parents' opportunity to participate in the IEP formulation process.¹⁶⁶

Courts have ruled that a school district cannot be held accountable for failing to provide special education and related services when a parent impedes or obstructs the district's efforts.¹⁶⁷ In *K.C. v. Nazareth Area School District*, 806 F. Supp. 2d 806 (E.D. Pa. 2011), the court found that the hearing officer did not err in determining that the parent had obstructed and delayed the IEP process. Although IEP development began in September 2006, it was not finalized until May 2007 because the parents made repeated revisions to the proposed IEP and delayed the evaluation by failing to sign the permission to evaluate the student for approximately six weeks.¹⁶⁸ Similarly, in *Dept. of Education, State of Hawaii*, 77 IDELR 300 (HSEA 2020), the hearing officer found that the mother had impeded the district's efforts to implement an IEP for the student. The mother refused to provide the district with access to the healthcare facility treating the student and to share the facility's recommendations.¹⁶⁹ The mother also refused to attend IEP meetings and declined to sign releases for the district's proposed placements for the student.¹⁷⁰

The Parent has not presented any evidence demonstrating that the District failed to implement the Student's transfer IEP or failed to provide comparable services upon the Student's enrollment. To the contrary, the evidence presented at the hearing establishes that it was the Parent's actions that impeded and obstructed the District's ability to implement the transfer IEP and provide comparable services which included the provision of a dedicated nurse both in the classroom and on the school bus.¹⁷¹ The obstruction began when the Parent declined the District's offer to provide homebound instruction as an interim measure while the District located and contracted with a private nursing agency.¹⁷²

For over a year, the Parent has further hindered the District's ability to move forward by refusing to provide completed medication authorization forms, failing to sign necessary releases to speak with staff at the Student's former school district, and by refusing to make the Student available for a pre-start visit and assessment.¹⁷³ These actions directly impeded the District's efforts to obtain critical information related to the Student's health status and functional mobility needs, which are essential to ensure a safe and appropriate school

¹⁶⁴ *J. W. v. District of Columbia*, 56 IDELR 125 (D.C. 2011).

¹⁶⁵ *Bd. of Ed. of Township High Sch. Dist. v. Michael M.*, 2005 WL 2008919 (N. D. IL 2005).

¹⁶⁶ *Bd. of Ed. of Township High Sch. Dist. v. Michael M.*, 2005 WL 20089 19 (N. D. IL 2005).

¹⁶⁷ See, *K.C. v. Nazareth Area School Dist.*, 806 F.Supp.2d 806 (ED PA 2011); *Dept. of Education, State of Hawaii*, 77 IDELR 300 (HSEA, 2020)..

¹⁶⁸ *K.C. v. Nazareth Area School Dist.*, 806 F.Supp.2d 806 (ED PA 2011).

¹⁶⁹ *Dept. of Education, State of Hawaii*, 77 IDELR 300 (HSEA, 2020).

¹⁷⁰ *Dept. of Education, State of Hawaii*, 77 IDELR 300 (HSEA, 2020).

¹⁷¹ JSOF 11, 14, 15, 17-19, 25-28. FOF 9-11, 13, 15, 17, & 20-22.

¹⁷² FOF 7.

¹⁷³ JSOF 11, 15, 17-19 & 26-28. FOF 9-11, 13, 14, 16-18, 20 & 21.

placement and transition.¹⁷⁴ This case is comparable to the *Dept. of Education, State of Hawaii*, 77 IDELR 300 (HSEA 2020) case where the hearing officer declined to find a denial of FAPE under similar circumstances. Here, the Parent failed to participate meaningfully in the October 2024 IEP meeting, refused to make the Student available for the pre-start assessment, and did not respond to the District's repeated efforts to obtain informed consent through emails, IEP meetings, and phone calls.¹⁷⁵ Moreover, the Parent presented no testimony or other evidence to justify her refusal to cooperate or to explain the barriers she imposed on the District's ability to assess and support the Student. Based on the totality of the evidence, the District did not materially fail to implement the Student's transfer IEP or provide comparable services. Rather, the District made reasonable and diligent efforts to do so, and its ability to proceed was materially impeded by the Parent's lack of cooperation.

B. Whether the District violated the IDEA and the Illinois Administrative Code by failing to implement an IEP for the Student within 10 days of the Student's enrollment in the District on September 3, 2024 and thus denied the Student a FAPE?¹⁷⁶

Based on the foregoing discussion, the District was unable to implement the Student's transfer IEP within ten school days of the Student's enrollment due to circumstances beyond its control. The District promptly notified the Parent that additional time was needed to secure services through a contracted nursing agency.¹⁷⁷ In the interim, the District offered homebound instruction to ensure continuity of services; however, the Parent declined this offer.¹⁷⁸ The Parent did not provide the District with any explanation for refusing homebound services and did not offer further clarification during the hearing.¹⁷⁹ Had the Parent consented to the provision of homebound services, the Student would have received educational services during the period in which the underlying dispute remained unresolved.

C. Whether the District from October 2024 to the present denied the Student a FAPE by requiring the Student to participate in a pre-start visit/evaluation before attending school and requiring the Parent to sign medical/medication authorization forms?¹⁸⁰

Under the IDEA, a reevaluation must be conducted at least once every three years unless the parent and the school district agree otherwise.¹⁸¹ Under the IDEA, informed consent is

¹⁷⁴ FOF 8-10, 12, 15 & 16.

¹⁷⁵ JSOF 12, 14, 15, 17, 19 & 26-28. FOF 11, 15, 17 & 20.

¹⁷⁶ IHO Ex. 21.

¹⁷⁷ JSOF 7. FOF 7.

¹⁷⁸ FOF 7.

¹⁷⁹ FOF 7.

¹⁸⁰ IHO Ex. 21.

¹⁸¹ 34 CFR § 300.303(b)(2).

required for a reevaluation of a student.¹⁸² A school district must make reasonable efforts to obtain informed consent to assess a student.¹⁸³ Under Federal Regulation 34 CFR § 300.300(c)(1)(iii), if a parent refuses to consent to a reevaluation, a school district may use the consent override provisions described in paragraph (a)(3) of this section which includes using mediation or filing for a due process hearing.¹⁸⁴ In *Newark Unified School District*, 123 LRP 17899, (CSEA 2023), an ALJ authorized the school district to assess the student without parental consent. Here, the parent had refused to provide consent to an August 2022 assessment for approximately two years and the assessment data was necessary because the school district had never assessed the student and the available data was from 2019 which was not sufficient to support informed decisions regarding the student’s present levels of performance and unique needs.¹⁸⁵ In *Hueneme Elementary School District*, 123 LRP 23775 (CSEA 2023), an administrative law judge allowed the school district to override consent to reevaluate an interstate transfer student who was last evaluated at the age of 7 and was now 13 years old and had been receiving home hospital instruction. The grandparent had basically withdrew consent for a reassessment due to the conditions imposed on the reevaluation, would not provide requisite updated medical history on privacy grounds, and would not allow the school district to contact the student’s medical providers, cancelled testing sessions to assess the student’s academic functioning, speech/language needs and occupational therapy needs.¹⁸⁶

If a parent refuses to consent to a reevaluation, courts have also denied parental claims for reimbursement for a unilateral private placement where the parents have failed to cooperate and allow a school district with a reasonable opportunity to conduct an evaluation.¹⁸⁷ The Court in *Patricia P. v. Bd. of Education of Oak Park and River Forest High School*, 203 F.3d 462 (7th Cir. 2000), stated the Court “will look harshly upon any party’s failure to reasonably cooperate with another’s diligent execution of their rights and obligations under the IDEA.

Here, the Parent has not alleged any procedural violations, nor presented any evidence that the Student was denied a FAPE based on the District’s request for the Student to participate in a pre-start visit and evaluation prior to attending school. Both the Joint Stipulations of Fact and the Findings of Fact clearly demonstrate that a pre-start visit and assessment were necessary and the District made diligent efforts to obtain informed consent from the Parent.¹⁸⁸ The District has never met the Student and has no current information beyond an IEP dated October 25, 2023.¹⁸⁹ Given the Student’s medically fragile condition, it is critical that both the District and the contracted nursing agency receive updated medical and functional information to ensure the Student’s health, safety and access to appropriate

¹⁸² 34 CFR § 300.300(c)(1)(i).

¹⁸³ 34 CFR § 300.300(c)(2)(i) and *Newark Unified School District*, 123 LRP 17899 (CSEA 2023).

¹⁸⁴ 34 CFR § 300.300(c)(1)(iii) and § 300.300(a)(3).

¹⁸⁵ *Newark Unified School District*, 123 LRP 17899 (CSEA 2023).

¹⁸⁶ *Hueneme Elementary School District*, 123 LRP 23775 (CSEA 2023).

¹⁸⁷ See, *Patricia P. v. Bd. of Education of Oak Park and River Forest High School*, 203 F.3d 462.

¹⁸⁸ JSOF 12, 14, 15 & 17. FOF 9, 15 & 17.

¹⁸⁹ JSOF 11. FOF 2, 6, 9 & 15.

services.¹⁹⁰ Updated information is also required to determine the equipment necessary to support the Student's functional mobility.¹⁹¹

The evidence further shows that the Parent has, for over a year, consistently obstructed efforts by both the District and the nursing agency to obtain such information. The Parent has also refused to allow the District to meet the Student to conduct the necessary pre-start evaluation. As of this time, the District does not know whether the Student returned to school for the 8th grade following the October 25, 2023 IEP meeting. Moreover, the Student was overdue for a reevaluation at the time of transfer into the District, and as of the conclusion of the 2024-2025 school, has not been reevaluated and remains out of school.

The District lacks current information regarding the Student's academic functioning, motor skills, health needs, communication and speech/language needs, functional mobility and social/emotion well-being. Enrollment and attendance for the 2025-2026 school year are necessary for the Student to receive special education and related services to which he is entitled. A reevaluation is essential for the District to fulfill its obligation to provide FAPE and for the Student to meaningfully benefit from services.

Under the IDEA, both the District and the Parent share the responsibility to work collaboratively in the special education process. Courts consistently hold that a party's failure to cooperate undermines the ability to ensure FAPE. Here, the Parent's ongoing refusal to cooperate and her obstruction of the Student's pre-start visit and assessment have materially impeded the District's ability to provide FAPE. As in *Hueneme Elementary School District*, the Parent's refusal to consent to a prestart visit/evaluation warrants an override of consent. The District must be permitted to move forward with the overdue reevaluation to assess the Student's current needs, including medical and functional mobility needs, and to fulfill its legal obligations under the IDEA.

Under Illinois law, there are requirements regarding the completion of medical authorization forms. Under the Seizure Smart School Act (the "Act"), if a child has epilepsy, a "seizure action plan" shall serve as the basis for the child's Section 504 plan and must be signed by the child's parent or guardian if the child requires assistance with epilepsy care at school.¹⁹² The plan must be submitted to the child's school at the beginning of the school year, upon enrollment, as soon as practicable following diagnosis, or when the child's needs change during the school year.¹⁹³ Additionally, under the Illinois School Code (School Code) the State of Illinois regulates the self-administration of asthma medication and epinephrine injectors by students.¹⁹⁴ The School Code defines an *Asthma Action Plan* as "a written plan developed with a pupil's medical provider to help control the pupil's asthma."¹⁹⁵ The goal of an asthma action plan is to reduce or prevent flare-ups and emergency department visits through day-to-day

¹⁹⁰ FOF 3, 4, 8-10, 12, 15 & 16.

¹⁹¹ FOF 4, 8-10 & 12.

¹⁹² 105 ILCS 150//15(a).

¹⁹³ 105 ILCS 150//15(c)

¹⁹⁴ 105 ILCS 5/22-30.

¹⁹⁵ 105 ILCS 5/22-30(a).

management and to serve as a student-specific document to be referenced in the event of an asthma episode.”¹⁹⁶ Pursuant to this Code, a school district is required to notify parents or guardians that the district shall not be held liable for any injury arising from the self-administration of asthma medication, an epinephrine injector, or an opioid antagonist, except in cases of willful and wanton conduct.¹⁹⁷ Parents or guardians must sign a form acknowledging and agreeing to this waiver of liability.¹⁹⁸

In the instant case, the District’s request for the completion of medical authorization forms was reasonable and necessary to provide the Student with a FAPE.¹⁹⁹ The District, in coordination with the contracted nursing agency, required these forms to ensure the Student’s medical needs could be appropriately addressed while at school.²⁰⁰ Additionally, the evidence shows the Student had both an Asthma Action Plan and a Seizure Action Plan, which, under Illinois law, must be signed by the Parent.²⁰¹ The Parent has not provided any testimony indicating that the District’s request for these forms was unreasonable or that it resulted in a denial of FAPE. Furthermore, the evidence shows the Parent signed all required medical forms on January 9, 2025, and has not offered any explanation or testimony regarding the subsequent revocation of consent.²⁰²

Based upon the above Findings of Fact and Conclusions of Law, it is hereby ordered:

1. The Parent’s claims and requested relief are hereby denied.
2. The Parent’s refusal to consent to an assessment of the Student is hereby overridden and the District is hereby ordered to complete a reevaluation of the Student within 30 school days of receipt of this Final Determination and Order.
3. Within 60 school days of receipt of this Final Determination and Order, the District shall submit proof of compliance to:

Illinois State Board of Education
Program Compliance Division
100 N. First St.
Springfield, IL 62777

NOTICE OF RIGHT TO REQUEST CLARIFICATION

¹⁹⁶ 105 ILCS 5/22-30(a).

¹⁹⁷ 105 ICCS 5.22-30(c),

¹⁹⁸ 105 ILCS 5/22-30(c).

¹⁹⁹ FOF 12, 14, 15 and 18.

²⁰⁰ FOF 18.

²⁰¹ FOF 3, 13, 14 & 18.

²⁰² FOF 20 & 21.

Pursuant to 105 ILCS 5/14-8.02a(h), either party may request clarification of this decision by submitting a written request to the Hearing Officer within five (5) days of receipt of the decision. The request for clarification must specify the portions of the decision for which clarification is sought. A copy of the request must be mailed to all other parties and the Illinois State Board of Education, Program Compliance Division, 100 North First Street, Springfield, IL 62777. The right to request clarification does not permit a party to request reconsideration of the decision itself and the Hearing Officer is not authorized to entertain a request for reconsideration.

NOTICE OF RIGHT TO APPEAL

This is the final administrative decision in this matter. Pursuant to 105 ILCS 5/14-8.02a(i), any party aggrieved by this Hearing Officer Determination may bring a civil action in any state court of competent jurisdiction or in a District Court of the United States without regard to the amount in controversy within one hundred and twenty (120) days from the date the decision is mailed to the party.

Dated: October 18, 2025

Leah Trinkala
Impartial Hearing Officer

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

APPENDIX A

[REDACTED] v. [REDACTED] High School District [REDACTED]

ISBE Case No. 2025-DP-0244

Child/Student	[REDACTED]
Location of the Hearing	Remote Hearing and at [REDACTED] High School at [REDACTED]
N High School	[REDACTED] High School
H Elementary School	[REDACTED] Elementary School
Parent/Mother	[REDACTED]
Assistant Superintendent	[REDACTED] – Asst. Superintendent for Special Education and Student Services
Assistant Director	[REDACTED] – Assistant Director of Special Education
Physical Therapist	[REDACTED]
School Nurse	[REDACTED]
President	[REDACTED] -CEO and President of [REDACTED]
Director	[REDACTED] – Director of Special Education

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the Final Decision and Order was sent to the District through its respective counsel identified below and to ISBE by UPS (signature required) and electronic mail and a true and copy of the Final Decision and Order was mailed to the Parents by UPS (signature required) and directed to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

and

[REDACTED]
[REDACTED]
[REDACTED]

Electronic Mail: [REDACTED]

and

Mr. Andy Eulass
Due Process Coordinator
Illinois State Board of Education
100 N. First Street
Springfield, IL 62777-0001
Email: aeulass@isbe.net

On October 18, 2025

Leah M. Trinkala
Impartial Hearing Officer
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