

**COMPLAINT INVESTIGATION REPORT**  
**v. Maine School Administrative District No. 35**  
**Complaint 21.028C**  
**Complaint Investigator: Rebekah J. Smith, Esq.**  
**January 8, 2021**

**INVESTIGATION PROCEDURE**

Complainant: (“Parent”)

Respondent: Maine School Administrative District No. 35 (“School District”)  
John Caverly, Superintendent  
180 Depot Road  
Eliot, Maine 03903

Student: (“Student”)

The Department of Education received this complaint on November 13, 2020. On November 23, 2020, a Draft Allegations Report was issued. On November 24, 2020, a conference was convened to review the investigation process and deadlines for submission of information. On December 1, 2020, the School District provided a preliminary set of exhibits. On December 8, 2020, the School District submitted a response to the allegations and a final set of exhibits, identified as District Exhibits A to J. On December 9, 2020, the Parent submitted Exhibits 1 to 15. Both parties identified witnesses they requested be interviewed.

The Complaint Investigator reviewed all documents, information, and responses from the parties. Interviews with the following individuals were conducted on December 18, 2020: the Parent; Scott Reuning, Director of Special Services for the District; and Cathleen Gallo, Special Education Teacher and Case Manager.

**PRELIMINARY STATEMENT**

The Student is \_\_\_\_\_ years old. \_\_\_\_\_ began attending \_\_\_\_\_ grade at \_\_\_\_\_ School in the fall of 2020. The prior school year \_\_\_\_\_ had been unilaterally placed at \_\_\_\_\_ in New Hampshire. The Student resides with \_\_\_\_\_ parent \_\_\_\_\_ in South Berwick.

**ALLEGATIONS**

1. The School District violated the Student’s right to a FAPE and the Parent’s rights as a parent of a student receiving special education by deliberately excluding the Parent from the IEP process, specifically by holding a meeting regarding the Student’s reevaluation plan on September 21, 2020, without written notice, in violation of MUSER VI.2.A & H

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<sup>1</sup> It is noted that the complaint references the Student as \_\_\_\_\_ while court orders and other documents in the record reference the student as S.S.

(Each SAU must take steps to ensure that one or both of the parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate, including, notifying parents of the meeting early enough, at least 7 days prior to the meeting, to ensure that they will have an opportunity to attend; and scheduling the meeting at a mutually agreed on time and place); MUSER VI.2.B(1) (Each IEP Team shall include the child's parents); and MUSER VI.2.I (IEP meeting serves as a communication vehicle between parents and school personnel, and enables them, as equal participants, to make joint, informed decisions; the IEP Team should work towards consensus).

2. The School District violated the Student's right to a FAPE and the Parent's rights as a parent of a student receiving special education by initiating an evaluation of the Student without requesting or obtaining the Parent's consent in violation of MUSER V.1.B(3) (An SAU must obtain informed parent consent, in accordance with 34 CFR 300.300(a)(1), prior to conducting any reevaluation of a child with a disability).

### **FACTUAL FINDINGS**

1. On August 2, 2020, the Parent of the Student, filled out some of the documentation required to enroll the Student in MSAD 35 but did not complete the paperwork. (District Exh. A.) provided a phone number, but no email address for the Student's other Parent, (District Exh. A.) The enrollment form did not ask for the mailing address for (District Exh. A.) preferred that the Student remain at the , which the Student had attended the prior year. (Interview with Parent.)
2. On August 17, 2020, emailed John Caverly, Superintendent of the District, to inquire if had enrolled the Student in the District. (District Exh. J.) After receiving a phone call from a District staff person asking for documentation of her parental rights, . went to the Superintendent's office with the existing Parental Rights and Responsibilities Order, which was copied by a staff person at the Superintendent's office. (Interview with Parent; Interview with Reuning.) Later that day, the same staff person called and informed her that the Student was not enrolled. (Interview with Parent.) Because had not completed the enrollment documentation for the Student, the Student was not actually enrolled at that time and did not appear in the District's computer system. (Interview with Reuning.)
3. On August 28, 2020, a Temporary Protection from Abuse Order, brought by was issued against on behalf of the Student. (District Exh. B.) The order prohibited from having any contact with the Student or repeatedly and without cause being in the vicinity of the Student's school. (District Exh. B.) Temporary sole parental rights and responsibilities were awarded to (District Exh. B.) provided the Order to the District. (Interview with Reuning.) The District engaged legal counsel to determine the impact it had on educational issues. (Interview with Reuning.) The District concluded that the Protection from Abuse Order did not change anything about the way that the District would interact with the parents regarding special education matters. (Interview with Reuning.)

4. On September 3, 2020, the Special Education Administrative Assistant emailed [redacted] to inform her of an IEP Team transfer meeting on September 16. (District Exh. J.) The District did not provide notice of the meeting to [redacted] (District Exh. J.)
5. On September 14, 2020, [redacted] forwarded [redacted] the email invitation from the District to the IEP Team meeting on September 16. (District Exh. J.) That day, [redacted] emailed Anthony Bourbon, Principal at [redacted] School, indicating that on August 17 she had provided him with the September 19 Parental Rights and Responsibilities Order showing shared parental rights and was told that the Student was not enrolled, but she was now learning that the Student was enrolled and a meeting had been scheduled on September 3, 2020, for September 15, 2020, of which she had not been informed. (District Exh. J.)
6. On September 14 and 15, School District Staff communicated with each other trying to determine the status of parental rights between the two parents, noting that they had received an August 28 Protection from Abuse Order that scheduled a September 9 court date. (District Exh. J.) District Staff were trying to ascertain the outcome of the September 9 hearing. (District Exh. J.)
7. On September 15, 2020, as a result of the September 9 court date, an Interim Order was docketed in the family matters dispute between the Parents. (Dist. Exh. D.) The order, issued by agreement of [redacted] and [redacted] dismissed the Protection Order against [redacted] and limited contact between [redacted] and the Student to occurring by phone, video, or text and as recommended by the Guardian ad Litem. (District Exhs. C & D.) [redacted] agreed not to unenroll the Student from the District but did not waive the right to contest the Student's educational placement at the final hearing in the family matter. (District Exh. C.)
8. On September 15, 2020, [redacted] asked the District to forward the September 16 meeting invitation to [redacted] (District Exh. J.) The Special Education Administrative Assistant responded that she would contact [redacted] by phone to request her address and email address so that she could forward the Google invite. (District Exh. J.)
9. Also on September 15, 2020, Principal Bourbon emailed [redacted] to ask if she had received the invitation to the Student's IEP meeting the following day, which he indicated had been sent to her and her special education attorney. (District Exh. J.) [redacted] responded the same day that she did not enroll the Student in the District and would not be signing any documents that pertained to her education at this juncture. (District Exh. J.) [redacted] also emailed Superintendent Caverly to indicate that she had not enrolled the Student in the District and she would not be signing any documents pertaining to her education. (District Exh. J.) [redacted] asked Superintendent Caverly whether the IEP Team meeting would be occurring the next day. (District Exh. J.) [redacted] provided copies of part of the court order to the Superintendent's office that day, addressed to the School Principal, the Special Education Director, and the Superintendent. (Interview with Parent.) She wrote her contact information on the outside of each envelope. (Interview with Parent.)

10.        did not request a continuation of the September 16, 2020, IEP Team transfer meeting. (Interview with Parent.)
  
11. On September 16, 2020, the Student's transfer IEP Team meeting was held. (District Exh. E.)        and        were both present at the meeting. (District Exh. E.) The Team adopted the IEP goals from the Student's IEP at       , established the levels of specially designed instruction and related services        would receive, and updated        accommodations. (District Exhs. E & F.) The Student was due for triennial evaluations in November 2020. (District Exh. E.) The Team agreed to schedule a meeting to plan for evaluations in a few weeks. (District Exh. E.)        requested that Dr. Tom Grebouski not be the Student's evaluator. (District Exh. E.) The District responded that it had limited evaluators and would honor this request only if it was able to. (District Exh. E.)
  
12. The reason that the Team discussed an evaluation planning meeting was that Director Reuning had recently begun his position as Director of Special Services in the District. (Interview with Reuning.) He had previously been a special education administrator in New Hampshire, where evaluation planning meetings are standard. (Interview with Reuning.) After the September 16 IEP Team meeting, Director Reuning determined that a separate IEP Team meeting was not required to determine what evaluations the Student required for        triennial evaluation. (Interview with Reuning.) Cathleen Gallo, the Student's special education teacher and case manager, then explored what evaluations should be conducted. (Interview with Reuning.)
  
13. On September 17, 2020,        special education attorney provided the District with the order docketed on September 15, 2020. (District Exh. J.)        attorney noted that        Parent did not consent to the Student's enrollment in the District. (District Exh. J.) She provided the first six of fourteen pages of the Parental Rights and Responsibilities Order, which indicates that the parents had shared parental rights and responsibilities. (District Exh. J.) The District's attorney responded the same day that she would ask the District to ensure that        . was included in all correspondence going forward. (District Exh. J.)
  
14. To determine what evaluations should be completed, in addition to considering her own observations, Ms. Gallo consulted Principal Bourbon and one of the Student's regular education teachers. (Interview with Gallo.) On September 21, Ms. Gallo contacted        by phone to discuss the proposed evaluations with her and directed the Special Education Administrative Assistant to send the evaluation consents to        (Interview with Gallo.) The District's practice is to notify both parents of evaluations being recommended. (Interview with Reuning.) Ms. Gallo generally directs consents, however, only to the parent with whom a student is living. (Interview with Gallo.) Ms. Gallo did not contact        because her contact information was not readily available,        was the more involved parent, and        had made clear her desire that the Student not be enrolled in the District. (Interview with Gallo.)

15. On September 21, 2020, Ms. Gallo issued a document entitled “Individualized Education Program Team Determinations of Need for Evaluation.” (District Exh. G.) The Student’s disability, Specific Learning Disability, was noted to manifest as auditory processing difficulties; weaknesses with phonemic awareness, reading fluency, and word attack skills; lack of cohesiveness and use of basic conventions in writing; and difficulty completing basic math functions. (District Exh. G.) Questions the Team sought to answer were what the Student’s current academic levels were, did [redacted] have processing disorders, and were her executive functioning skills age appropriate. (District Exh. G.) The individuals involved in the discussion regarding evaluation needs were identified as the [redacted] School Principal, a regular education teacher, and Ms. Gallo. (District Exh. G.)
16. On September 25, 2020, a Parental Consent for Evaluation was sent to [redacted] for academic/developmental testing, a psychological evaluation, and an observation of the Student. (District Exh. G.) The District received the consent form signed by [redacted] on October 8, 2020. (District Exh. G.)
17. On October 21, 2020, an Advance Written Notice of a November 18, 2020, meeting was sent to [redacted] and [redacted] (District Exh. H.) The purpose of the meeting was indicated to be an annual review and other IEP program/placement changes; and evaluation/reevaluation. (District Exh. H.) The Advance Written Notice identified Dr. Grebouski as an evaluator who had been invited to attend the Team meeting. (District Exh. H.)
18. On October 22, 2020, [redacted] special education attorney contacted the District’s attorney to request that the November 18 meeting be rescheduled due to a conflict in her schedule as well as in [redacted] schedule; she also requested additional individuals be invited. (District Exh. J.) She reiterated that [redacted] did not consent to the Student’s enrollment at [redacted] School. (District Exh. J.) On October 23, 2020, administrative staff reached out to [redacted] to reschedule the Student’s IEP. (District Exh. J.)
19. On October 26, 2020, an Advance Written Notice of a November 23, 2020, meeting was sent to [redacted] and [redacted] (District Exh. I.)
20. On November 2, 2020, Dr. Grebouski emailed [redacted] offering times to meet with the Student to begin [redacted] evaluation. (District Exh. J.)
21. On November 4, 2020, [redacted] emailed Mr. Grebouski to indicate that she would not be allowing him to test the Student and asking him to communicate exclusively through her special education attorney going forward. (District Exh. J.) Later that day, [redacted] emailed Dr. Grebouski again to indicate that she was surprised when she received his email because she did not have notice that the District intended to begin evaluating the Student. (District Exh. J.) She requested that Dr. Grebouski not go forward with any testing of the Student because she did not consent. (District Exh. J.) [redacted] also explained that the parents had a court date in less than two weeks to address multiple issues including a possible neuropsychological evaluation for the Student. (District Exh. J.) She informed Dr. Grebouski that if he were to move forward with testing the Student prior to the IEP

Team meeting, she would consider it a violation of his professional ethics responsibility and the District's duty to obtain parental consent and provide notice to her. (District Exh. J.) The same day, Director Reuning responded to [redacted] that the District had consulted with Dr. Grebouski and would hold off for a bit until the situation was resolved. (District Exh. J.)

22. On November 5, 2020, the District's attorney emailed the Parent's attorney to indicate that the District would likely agree to put the evaluation on hold while it determined whether another evaluator was available if both parents would agree to extend the date of the Student's triennial evaluation. (District Exh. J.) The District did not receive a response. (Interview with Reuning.)
23. On November 10, 2020, [redacted] emailed Ms. Gallo, responding to an invitation for a parent teacher conference on November 14. (Parent Exh. #9; Interview with Parent.) She did not receive a response from Ms. Gallo. (Parent Exh. #9; Interview with Parent.)
24. Also on November 10, 2020, Director Reuning emailed [redacted] noting that the prior week the Student's evaluation by Dr. Grebouski had been put on hold while the attorneys for the parties sought a resolution regarding [redacted] concerns about the evaluator but given the District's obligation to meet evaluation timeframes, he was inquiring whether the resolution proposed was acceptable to her. (Parent Exh. #11.)
25. The same day, [redacted] emailed Director Reuning to clarify her request that the District not evaluate the Student. (District Exh. J.) She noted that the Student was scheduled to be evaluated by Dr. Laura Rubin, as arranged by the Guardian ad Litem in the family matter. (District Exh. J.) She indicated that Dr. Rubin's evaluation was expected to be completed within the next month or so. (District Exh. J.) [redacted] also noted that she had not consented to an evaluation and indicated that she was not refusing to consent to all evaluations but that the District should respect that the Student was scheduled for a full neuropsychological evaluation with Dr. Rubin. (District Exh. J.) She also expressed concerns about the District's selection of Dr. Grebouski as the Student's evaluator. (District Exh. J.) [redacted] indicated that she had provided information about the Student's parenting agreement to the District and asked that the District respect the agreement and involve her in the decision-making process as fully as [redacted] (District Exh. J.)
26. Also on the same day, Director Reuning responded and apologized that [redacted] felt that she had not been meaningfully involved in the process of discussing reevaluations. (District Exh. J.) He offered to schedule a quick IEP meeting to discuss evaluations the morning of November 12 or anytime on November 13, asking her to let him know if she could find 30 minutes to have a discussion. (District Exh. J; Interview with Reuning.) Mr. Reuning provided [redacted] with the consent form signed by [redacted] and noted that the Student was due for a triennial evaluation that month and the District was obligated to conduct the evaluation since [redacted] had consented. (District Exh. J.) Director Reuning indicated that he would ask the District's evaluator to consult with Dr. Rubin to ensure that no assessments were replicated, thereby ensuring the validity of both evaluations. (District Exh. J.) Director Reuning concluded that with a request that [redacted] share her concerns

about Dr. Grebouski so that the District could investigate them. (District Exh. J.) He did not receive a response. (Interview with Reuning.)

27. On November 11, 2020, special education attorney emailed Director Reuning the complaint in this matter. (District Exh. J.)
28. On November 12, 2020, Director Reuning emailed indicating that he was still waiting for her response to his offer to meet to discuss the evaluations for the Student, reiterating that he was more than happy to speak to her about the evaluations either in an IEP meeting or over the phone. (District Exh. J.)
29. Also on November 12, 2020, special education attorney informed the District's attorney that a family court judge had ordered to withdraw her consent to the District's evaluation of the Student until the neuropsychological evaluation by Dr. Rubin had been completed. (District Exh. J.)
30. On November 13, 2020, Director Reuning emailed and with a release form asking if one or both of them could return it to allow the District to obtain records from the in advance of the IEP Team's upcoming annual review. (District Exh. J.)
31. On November 16, 2020, emailed Director Reuning that she was required to withdraw her consent for the Student to be evaluated. (District Exh. J.) Ms. Gallo had already conducted the Student's academic evaluation, including administration of the WIAT-III, and had written up a report, which she was holding until the psychological evaluation was conducted. (Interview with Gallo.)
32. On November 16, 2020, Director Reuning emailed to alert her that emails sent to her at her email address of record with the District were being returned as undeliverable. (District Exh. J.) The email address was the one that has provided for on the Student's enrollment paperwork. (District Exh. J.) responded with her preferred email address, noting that she had been communicating from the preferred email address with the Superintendent's Office and School since the start of all correspondence. (District Exh. J.)
33. On November 17, 2020, emailed Director Reuning indicating that the Student's records had been sent to the District from without her consent. (District Exh. J.) She inquired whether the District was seeking additional records at that time. (District Exh. J.) The same day, Director Reuning responded that the District had received records from the York School District, where the Student attended school prior to attending the , but he was unsure whether it was a complete set of the Student's records. (District Exh. J.)
34. The IEP Team meeting scheduled for November 23, 2020, was not held because the meeting was intended to review the Student's triennial evaluations, which are not yet

complete. (Interview with Reuning.) Once the District obtains Dr. Rubin's evaluation, it will schedule an IEP Team meeting. (Interview with Reuning.)

35. As of December 18, 2020, the Student had attended two testing sessions with Dr. Rubin; one more session was required to complete the testing. (Interview with Parent.) The time frame for completion of the testing was unclear. (Interview with Parent.)
36. requests that the District be respectful of her status as the Student's Parent and fully include her in the Student's IEP Team process. (Interview with Parent.)
37. The District's standard practice is to provide notice of IEP Team meetings to one parent and expect that that parent will inform the other parent. (Interview with Reuning.) The Special Education Administrative Assistant sends out Advance Written Notices of IEP Team meetings. (Interview with Reuning; Interview with Gallo.) Director Reuning has instructed special education staff to include on all correspondence. (Interview with Reuning.)
38. Director Reuning understood correspondence and statements to clearly convey that she would not sign any educational paperwork including consents to evaluate the Student. (Interview with Reuning.)

## **DETERMINATIONS**

1. The School District violated the Parent's rights as a parent of a student receiving special education by excluding the Parent from the IEP process, specifically by excluding the Parent from determinations regarding evaluations, in violation of MUSER VI.2.A & H; MUSER VI.2.B(1); and MUSER VI.2.I.

MUSER VI.2.A and H require that a school district take steps to ensure that one or both of the parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate, including notifying parents of the meeting early enough, at least seven days prior to the meeting, to ensure that they will have an opportunity to attend and scheduling the meeting at a mutually agreed time and place. MUSER VI.2.B(1) indicates that an IEP Team includes the student's parents. MUSER VI.2.I states that the IEP meeting serves as a communication vehicle between the parents and school personnel and enables them, as equal participants, to make joint, informed decisions; the IEP Team should work towards consensus.

Advance Written Notices for IEP Team meetings in the District are not sent by the Student's special education teacher or case manager but instead are sent by the Special Education Administrative Assistant. Complicating matters here, District Staff understandably experienced confusion regarding the multiple court orders that were provided to them and required legal counsel to determine their impacts.

On September 3, 2020, the Special Education Administrative Assistant emailed to inform her of an IEP Team transfer meeting on September 16. was not provided notice of the meeting at that time. The Temporary Protection from Abuse Order was in effect on



September 3, which prohibited [redacted] from repeatedly and without reasonable cause being in the vicinity of the Student's school. Although the order also granted exclusive parental rights and responsibilities to [redacted] the District did not consider the order to require them to exclude [redacted] from IEP Team meetings.

Moreover, by September 9, the Protection from Abuse Order had been dismissed. Although Director Reuning indicated that the District generally only communicates with one parent and expects information to get relayed to the other parent, in this case, [redacted] did not inform [redacted] of the meeting until the day before it was scheduled to occur. By September 14 and 15, District staff were working to determine the status of court orders and were processing a request from [redacted] to invite [redacted] to the meeting, using several avenues to ensure [redacted] was invited. Although [redacted] did not receive seven days advance notice, she did not request a change in the meeting date and attended along with her special education attorney. There is no indication in the record that lack of seven days advance notice compromised [redacted] ability to fully participate in the September 16 meeting.

[redacted] and her attorney left the September 16 IEP Team meeting with the understanding that a follow up meeting would be scheduled to review the evaluations that the Student would undergo for [redacted] triennial evaluation, due in mid-November 2020. The meeting minutes reflect that understanding. After Director Reuning subsequently concluded that a separate IEP Team meeting was not required to determine what reevaluations were necessary, Ms. Gallo spoke with the [redacted] Principal and one of the Student's regular education teachers and then, on September 21, had a phone call with [redacted] Ms. Gallo explained to [redacted] what evaluations were being recommended for the Student and thereafter issued an Individualized Education Program Team Determinations of Need for Evaluation, identifying the specific evaluations to be conducted, and directed support staff to forward consents for the evaluations to [redacted] Even though the District's attorney had indicated to the Parent's attorney on September 17 that she would ask District Staff to include [redacted] on all correspondence going forward, Ms. Gallo did not have a similar conversation with [redacted] on September 21 nor were the consents for evaluations forwarded to [redacted]

The issue is whether MUSER requires that this determination of evaluations include input from [redacted] Although Ms. Gallo normally contacts both parents if the parents are divorced to review the evaluations being considered, she did not contact [redacted] regarding the evaluations because [redacted] contact information was not readily available, [redacted] was the more involved parent, the Student primarily resided with [redacted] and [redacted] had made clear her desire that the Student not be enrolled in the District. Although MUSER does not explicitly dictate that decisions about what evaluations will be completed will be made at a full IEP Team meeting in all cases, the document that Ms. Gallo issued in this case indicated that the evaluations were Team determinations, as evidenced by her consultation with key members of the Team.

[redacted] had attended the September 16 IEP Team meeting and even though she made clear that she was not content with the Student's enrollment in the District and would not sign educational documents, she also evidenced an intent to remain involved in educational decisions regarding the Student as she was authorized to do by the court order in effect at that time. [redacted] reasonably expected to be involved in the determinations of what evaluations would be

conducted based on the representations made at the September 16 meeting regarding a follow up meeting to discuss the evaluations. She believed that the November IEP Team meeting would include this topic until she was surprised by correspondence indicating that the District was preparing to begin Dr. Grebouski's psychological examination of the Student.

It is understandable that faced with a transfer student whose triennial evaluation deadline was soon after she became enrolled in the District and encountering confusion from the multiple court orders provided during this short period, the District sought to move quickly in initiating the evaluation process. Nevertheless, should have been included in the determination of what evaluations would be completed, as appears to be the District's standard practice, and the District's failure to include constituted a violation of MUSER VI.2.A and H, requiring the District to take steps to ensure that one or both parents are present for IEP Team meetings; MUSER VI.2.B(1), indicating that a Team includes the Student's parents; and MUSER VI.2.I, noting that a meeting serves as the communication vehicle between the parents and school personnel and enables them, as equal participants, to make joint, informed decisions.

On October 21, 2020, an Advance Written Notice of an IEP Team meeting was issued to both and for a meeting to be held on November 18 to conduct an annual review and other IEP program/placement changes and review reevaluations. At request, the meeting date was moved to November 23.

When informed Dr. Grebouski on November 4 that she would not consent to his testing of the Student, Director Reuning informed that the District would hold off on the Student's evaluation with Dr. Grebouski until the situation was resolved. Once Director Reuning realized that was frustrated at being excluded from the decision-making process, he made significant efforts to resolve the situation, including offering to meet with her or convene an IEP Team meeting quickly in order to review the evaluations that had been decided upon. did not respond to Director Reuning's offer.

As such, the only point at which the District failed to meet its MUSER obligations to as the parent of a student with a disability was with regard to the initial determination of triennial evaluations for the Student.

2. The School District did not violate the Student's right to a FAPE and the Parent's rights as a parent of a student receiving special education by initiating an evaluation of the Student without requesting or obtaining the Parent's consent in violation of MUSER V.1.B(3).

MUSER V.1.B(3) requires that a school district obtain informed parental consent prior to conducting a reevaluation of a student with a disability. MUSER Appendix I states as follows: "Generally, either parent may grant consent. In the case of divorced parents with shared parental rights and responsibilities, either parent may grant consent. However, in the event that one parent grants consent and the other parent refuses, the school administrative unit is obligated to initiate the action for which consent has been granted." This provision of MUSER makes clear that a district must move forward with an evaluation upon one parent's consent if the other parent refuses consent. As Director Reuning noted in his communications to the District's obligation to move forward under MUSER Appendix I was heightened in this situation by the

need to conduct the triennial evaluation by mid-November and lack of response to a request to consent to postpone the deadline for the triennial evaluation.

As such, the District's decision to move forward with the evaluations with only one parent's consent was not a violation of MUSER V.1.B(3). argument that the District is allowed to move forward with one parent's consent only when the other parent has explicitly refused to consent to evaluations does not find support in MUSER. Furthermore, once consent was withdrawn, the District immediately ceased the evaluation process.

### **CORRECTIVE ACTION TO BE COMPLETED BY THE DISTRICT**

The District violated MUSER VI.2.A and H, MUSER VI.2.B(1), and MUSER VI.2.I by excluding in its September 2020 determinations regarding the reevaluations to be conducted for the Student's triennial evaluation. Mitigating factors, however, are that the psychological evaluation was not begun; Director Reuning attempted to remedy the situation by offering to meet with or convene an IEP Team meeting; and the Parent failed to take Director Reuning up on his offer to meet or to extend the deadline for the Student's triennial evaluation. The corrective action ordered is that the District must make determinations about evaluations to be conducted for the Student only at IEP Team meetings to which both parents are invited and the District must provide copies of Advance Written Notices of IEP Team meetings and Written Notices from IEP Team meetings held by the Student's Team during the remainder of the 2020-2021 school year to the Department.