

AGREEMENT AND RELEASE OF CLAIMS

THIS CONSENT AGREEMENT is made and entered by and between the **BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4**, Champaign County, Illinois ("School District" or "Board") and [REDACTED] and [REDACTED] ("Guardians"), on their own behalf and on behalf of their [REDACTED] and legal dependent, [REDACTED] ("Student") (collectively, the "Parties").

WHEREAS, the Student is currently enrolled in the School District; and

WHEREAS, the Student currently qualifies for special education and related services under the *Individuals with Disabilities Education Act*; and

WHEREAS, there is a dispute over the Student's special education services as well as systemic concerns surrounding School District students' educational services pursuant to the *Individuals with Disabilities Education Act*; and

WHEREAS, it is the expressed intention and desire of the Guardians and the School District to settle and resolve all disputes, differences, and claims between the Parties and to anticipate and avoid any and all future disputes, differences, claims, and litigation related to the issues alleged in or concerning [REDACTED]

NOW THEREFORE, in consideration of the promises and conditions as hereinafter set forth, and other good and valuable consideration, receipt of which is acknowledged, it is hereby understood and agreed by and between the Guardians and the School District as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Paragraph as though set forth here in their entirety.
2. **Scope.** The scope of this Agreement includes matters related to the allegations set forth in attached Exhibit A, [REDACTED] letter from the Illinois State Board of Education dated [REDACTED] which is in response to an official Complaint filed by the Guardians on [REDACTED] against the School District and includes individual and systemic allegations against the District pertaining to special education services for both the Student and all students receiving special education within the School District (systemic). The Agreement also resolves issues alleged in or concerning [REDACTED]
3. **Public Audit.** The Parties agree that Daniel Cates, former school psychologist, administrator, associate superintendent, superintendent, and now consultant, will conduct a public audit of the School District's special education practices. Dr. Cates shall consult with legal counsel, Neal Takiff, regarding the development of Dr. Cates' recommendations related to legal compliance as Dr. Cates determines is appropriate to complete the full scope of the audit. In the event that either Dr. Cates or Neal Takiff is unwilling or unable to complete the audit, the parties will agree to mutually agreeable replacement(s).

Day-to-day communication regarding facilitation of the audit shall be done by Dr. Cates through the Director of Special Education and other School District administration. Communication regarding legal compliance for the Board to receive legal advice shall be done by Dr. Cates through District legal counsel. Dr. Cates shall include Neal Takiff in closed or open-session reports at Dr. Cates' discretion. In the event Dr. Cates identifies any health, safety, or urgent matter related to legal compliance, Dr. Cates shall inform the full Board of such matters so that the School District can take remedial actions. Dr. Cates shall submit his progress and final reports to the full Board.

The Parties agree that Dr. Cates shall obtain and consider input from District stakeholder groups willing to participate including, but not limited to Guardians, CU Able, CU Autism Network, Linda Tortorelli, Special Education Parent Group, students (if appropriate and with the consent of parent/guardian), support staff, certified staff, and administrative staff.

The audit will assess the School District's special education compliance with best practices in the specific areas identified in the Parties' Complaint filed with the Illinois State Board of Education on [REDACTED] (the "Complaint") and set forth and incorporated as Exhibit A. The parties agree that Dr. Cates will submit an initial report by February 1, 2025, but that final completion of the audit may extend as Dr. Cates finds appropriate to complete the full scope of the audit. At the conclusion of the audit, Dr. Cates will publish a public report on his best practice findings and recommendations and will provide the public with a presentation on these findings at a public board meeting. The District shall facilitate public communication of Dr. Cates' findings and recommendations, including a dedicated webpage. The District agrees to accept and implement recommendations that Dr. Cates determines are necessary for legal compliance. The District shall make best efforts to seek funding and other necessary resources for implementation of best practices. The District agrees to provide a public response to recommendations regarding best practices and to either adopt such recommendations or provide a specific rationale for why the recommendation is not practicable.

Dr. Cates shall review the implementation of recommendations within two years of his final report and will produce a written document and public report regarding the District's implementation of final audit recommendations or lack thereof.

The audit shall specifically address the following areas for the school years of 2022-23, 2023-24, and 2024-25:

- a. Continuum of special education placement options and appropriate determinations of LRE for students, including provision of supplementary aids, curriculum, and services to ensure ability to participate in regular education to the extent practicable;
- b. Special education programming compliance with age range requirements and class size requirements;
- c. Adequacy of special education transportation and supervision, including means of transportation and average travel times for students, and student safety;

- d. Special education personnel staff development;
- e. Special education personnel substitute qualifications and training;
- f. Related services adequacy;
- g. Facilities adequacy for special education programming;
- h. Special education records maintenance and information confidentiality compliance;
- i. Coordination with private providers for special education students;
- j. Administrative oversight of special education best practices;
- k. Hiring policies, practices, procedures, and training for special education personnel,
- l. Parent communication and coordination of special education services, and
- m. District Title I spending plan.

4. **BCBA Services.** In response to the allegations contained in the Complaint, the Parties agree the School District will provide the Student and the Student's specialized program with compensatory services from a Board-Certified Behavior Analyst ("BCBA"). The BCBA will support the Student and the Student's program through professional development support, direct services, and implementation of [REDACTED] per school year in which the Student remains enrolled. A schedule for service shall be established by the District in collaboration with a private provider and mutually agreed to by the Guardians. All service hours provided according to the schedule of services shall constitute [REDACTED] regardless of the Student's attendance on those dates and times. In the event the Student is absent, the BCBA will support program development and professional development of program staff.
5. **Private Providers for Implementation.** The Parties agree to a reasonable period of negotiation with private providers to enter into consultancy agreement(s) and service agreement(s). The District agrees to use best efforts to finalize agreements as soon as feasible, but within no longer than 30 days of the execution of this Agreement.
6. **Release of Claims Related to the Complaint.** By executing this Agreement and in consideration of the promises made herein, the Guardians, on their own behalf and on behalf of the adult Student, release the School District from claims related to those alleged in the Parties' Complaint filed with the Illinois State Board of Education and described in the letter from the Illinois State Board of Education [REDACTED] and those filed with any other agency or court. The Guardians, on their own behalf, and on behalf of the Student agrees that they shall not refile any complaint with the Illinois State Board of Education or in any other forum regarding the allegations contained in the Illinois State Board of Education Complaint [REDACTED]. The Guardians also agree to dismiss [REDACTED] filed on [REDACTED] against the District and not refile those claims in any other forum. This release of claims includes but is not limited to claims pursuant to the Illinois School Code, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Illinois Human Rights Act, or any regulations promulgated by the Illinois State Board of Education or the United States Department of Education up to and through the date of full execution of this Agreement. The Guardians agree that ISBE [REDACTED] and

_____ will be dismissed or withdrawn within 5 business days of the execution of this Agreement. The parties agree that this release of claims shall not include allegations solely of retaliation against the Guardians or Student and that any such claims are not waived.

7. **No Additional Expenses.** The Guardians, on behalf of themselves, their heirs, successors, executors, administrators, attorneys, and assigns, and as Guardians and legal guardians and next friend of the Student, specifically waive, covenant, and agree not to file any petition or any other action against the Board to recover any future or additional amounts for reimbursements or expenses that they have incurred or will incur in connection with this matter according to the scope of this agreement, including but not limited to any claims for prior services, evaluations, compensatory services, transportation costs, attorneys' fees, or any other expenses or costs other than those specifically delineated in this Agreement up to and through the date of this Agreement.
8. **Effect of Agreement.** This Agreement shall inure to the benefit of and bind the School District and its predecessors, successors, and assigns, and its past, present, and future officers, employees, agents, and the Parent, the Student, and their heirs, agents, representatives, successors, and assigns.
9. **No Modifications.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto, and no provisions or requirements expressed herein may be altered, modified, changed, and/or canceled after the execution of this Agreement, except upon the express written consent of the Parties hereto.
10. **Residency.** In the event the Student does not remain a resident of the School District, the School District's obligations pursuant to Paragraph 4 (BCBA Services) pursuant to this Agreement shall immediately cease. The Guardians and the Student are obligated to notify the School District, in writing, immediately upon ceasing residency in the School District. All terms of this Agreement pertaining to the audit will remain in effect regardless of the Student's or Guardians' residency status.
11. **Contractual Capacity.** The Guardians represent that they have carefully read this Agreement and know and understand its contents and are fully competent to understand the meaning of this Agreement. The Guardians understand that they are entitled to discuss all aspects of this Agreement with her attorney, at their own cost. Further, the Guardians represent that they entered into this Agreement voluntarily and knowingly and with the full and complete contractual capacity to do so.
12. **Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois and federal law binding therein.
13. **No Admission of Liability.** This Agreement and any actions taken pursuant to this Agreement shall not in any way be construed as an admission by the School District to any wrongful acts which make it liable to the Guardians or the Student.

14. **Complete Understanding.** The Guardians and the School District each agree that no promises have been made by any party to provide any other party any additional or future consideration except as contemplated by this Agreement, and that this Agreement contains all of the terms and conditions agreed upon by the Parties hereto. No provisions or requirements expressed herein may be altered, modified, and/or canceled except upon the express written consent of all Parties hereto.
15. **Severability.** If any term or provision of this Agreement is held invalid, this Agreement shall be construed as if such invalid term or provision were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
16. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all Parties have signed a single document. In the event that any signature to this Agreement is delivered by facsimile or email, such signature shall create a valid and binding obligation of the executing party, with the same force and effect as if such facsimile or email were an original thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) written below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

PLEASE CONSULT WITH LEGAL COUNSEL AND READ CAREFULLY BEFORE
SIGNING. THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS AND
WAIVER OF RIGHTS.

GUARDIAN

BOARD OF EDUCATION OF CHAMPAIGN
COMMUNITY UNIT SCHOOL DISTRICT
NO. 4, Champaign County, Illinois

ON HER OWN
BEHALF AND ON BEHALF OF HER _____

AND LEGAL DEPENDENT, _____

By _____

DATE: _____

DATE: 8/20/2024

GUARDIAN

ON HIS OWN
BEHALF AND ON BEHALF OF HIS _____

AND LEGAL DEPENDENT, _____

DATE: _____

January 12, 2024

Exhibit A

Suzanne Meislahn
Director of Special Education
Champaign CUSD 4
502 W Windsor Rd
Champaign, IL 61820

and

Shelia Boozer
Superintendent
Champaign CUSD 4
502 W Windsor Rd
Champaign, IL 61820

Re: [REDACTED] Complaint
Case Number [REDACTED]

Dear Suzanne Meislahn and Shelia Boozer:

This agency is in receipt of a January 3, 2024 complaint from [REDACTED] regarding the special education services for her child, [REDACTED]. Federal regulations require that the Illinois State Board of Education (ISBE) adopt procedures for investigating and resolving complaints alleging a violation of one of the statutes or regulations regarding the provision of special education to students.

Early Resolution

Early resolution is an informal means for districts and parents to resolve complaints at the local level. As part of the complaint procedures, the school district has the opportunity to provide a resolution to the issues in the complaint. Additionally, the parent(s) and school district may engage in state-sponsored Individualized Education Program (IEP) facilitation or mediation, to resolve the areas of concern. Should the parties wish to participate in a state-sponsored IEP facilitation or mediation, please contact the coordinator of these systems at 217/782-5589 or 866/262-6663.

If the parties pursue mediation or other alternative means of conflict resolution, please inform the complaint investigator as soon as possible.

Copy of Complaint for School District

In accordance with 34 Code of Federal Regulations, 300.153(d), the party filing a complaint with this agency is required to forward a copy of the complaint to the school district that is serving the child. The *Request for State Complaint Investigation* form submitted to this agency indicated that a copy of the complaint has already been forwarded to the district.

Complaint Timelines

Federal regulations require that a complaint must allege a violation occurring not more than one year prior to the date on which the complaint is received. Any issues prior to that time will not become a part of the investigative process. ISBE received this complaint on January 3, 2024.

Federal regulations require the investigation of complaints and identification of findings within 60 days, unless exceptional circumstances require an extension of time to properly investigate and resolve the complaint. The complaint investigator will determine such extensions on an individual basis. This agency must grant an extension if the parties involved agree to extend the complaint timeline to engage in mediation or other alternative means of resolution.

Summary of Complaint

The parent alleges the following issues pertaining to her Child, as well as systemic concerns:

1. The District failed to provide the Child with [REDACTED]
[REDACTED]
2. The District failed to utilize [REDACTED]
[REDACTED]
3. The District failed to properly implement the Child's [REDACTED]
Specifically, the District failed to notify all staff (including classroom aides, general education teachers, etc.) of the [REDACTED] train staff on how to implement the [REDACTED]
4. Failure to develop [REDACTED] to meet the Child's needs; including failing to use consistent language throughout the [REDACTED] regarding the supports that will be provided to the Child; failing to properly collect data to understand the Child's needs and failure to provide proper behavioral strategies. [REDACTED]
[REDACTED] violated the Child's [REDACTED] isolated the Child and infringed on the Child's access to FAPE in an LRE.
5. The District failed to distribute the Child's [REDACTED] to all necessary staff to ensure proper implementation.
6. The Parent alleges that Districtwide, students were denied access to supports as required pursuant to their IEPs when Assistive Technology licensures were deactivated during the 2023-2024 school year. Students, [REDACTED] could not access their AT/AAC devices until the licensures were reactivated many weeks later. Per the Parent, no meetings were held to consider the impact this deactivation had on the individual students and therefore, whether compensatory education service were warranted.
7. Class size in the self-contained special education programs (Essential Skills (ES) and Functional Life Skills (FLS)) are too large and not in compliance with statutory requirements.
8. Age range in the high school self-contained special education programs (ES and FLS) are not in compliance with statutory requirements. Specifically, middle school students aged 10/11 are placed in programs in the high school setting with students as old as 18 years old.
9. The Child qualifies for transportation pursuant to her IEP, however, the Parent cannot accept these services because the routes are too long. [REDACTED]
[REDACTED]

10. The District failed to allow the Parent's "Qualified Professional" access to observe the Child and support the [REDACTED] with the development of the Child's [REDACTED]. The Parent further alleges that the District failed to allow the BCBA to enter the school to support those servicing the Child with implementation of the Child's [REDACTED]. The Parent alleges that the District's Board policies are not legally compliant, including failing to consider 105 ILCS 5/14-8.02(g-5).
11. The staff are not provided with the proper professional development and training as required for proper implementation of the Child's [REDACTED].
12. Special education service providers are not provided with a proper space to maintain student information in a confidential manner as required by state and federal law. Pursuant to the parent, the staff in the new administrative building are required to work in an open workspace where phone calls are held in a public setting and records are kept in an open space where anyone can access them.

Possible Violations

The following requirements are relevant to the investigation of this complaint:

34 Code of Federal Regulations, §300.623, which states

- a) *Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.*

34 Code of Federal Regulations, §300.501, which states

- b) *Parent participation in meetings.*
 - 1) *The parents of a child with a disability must be afforded an opportunity to participate in meetings with respect to-*
 - i) *The identification, evaluation, and educational placement of the child; and*
 - ii) *The provision of FAPE to the child.*

34 Code of Federal Regulations, §300.321, which states

- a) *General. The public agency must ensure that the IEP Team for each child with a disability includes-*
 - 6) *At the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and*

34 Code of Federal Regulations, §300.322, which states

- a) *Public agency responsibility- general. Each public agency 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-*

23 Illinois Administrative Code, 226.720, which states

- a) *Facilities of school districts, special education cooperatives, or joint agreements used for special education services shall be appropriate to, and adequate for, the specific programs or services for which they are used and, pursuant to Section 14-8.01 of the School Code, shall be subject to the applicable provisions of 23 Ill. Adm. Code 180 (Health/Life Safety Code for Public Schools). The facilities shall be comparable to those provided to the students in the general education environment. The facilities of special education providers under Section 14-7.02 of the School Code [105 ILCS 5/14-7.02] are governed by 23 Ill. Adm. Code 401.*

- b) *The age range of students within a special education grouping shall not exceed four years at the elementary level and six years at the secondary level. Early childhood classes and services shall serve only children from three through five years of age, except that a district shall not be prohibited from permitting a child who reaches his or her sixth birthday during a year to complete that year.*
- c) *Special education classes and services shall be delivered in age-appropriate settings.*

23 Illinois Administrative Code, 226.730, which states

- b) *Class size means the total number of students an educator serves during any special education class. As used in this subsection (b), "class" means any circumstance in which only students with IEPs are served and at least one special education teacher is assigned and provides instruction and/or therapy exclusively to students with IEPs. In the formation of special education classes, consideration shall be given to the age of the students, the nature and severity of their disabilities, the educational needs of the students, and the degree of intervention necessary, subject to the limitations of this subsection (b).*
- 3) *Except as provided in subsection (b)(5), each class in which any student receives special education services for more than 60 percent of the school day shall have at least one qualified teacher for each eight students in attendance during that class. However, the district may increase the class size by a maximum of five students when a paraprofessional educator is provided for the entire class.*

23 Illinois Administrative Code, 226.700, which states

- a) *Each school district, independently or in cooperation with other districts, shall provide a comprehensive program of special education for children with disabilities who are from three through 21 years of age and who are resident in the district. A "comprehensive program" is one that includes:*
- 4) *Qualified personnel who are employed in sufficient number to provide:*
 - A) *Administration of the program;*
- 9) *Continuous planning for program growth and improvement based on internal and external evaluation.*

23 Illinois Administrative Code, 226.710, which states

- a) *Each local school district, or the special education cooperative of which it is a member, shall develop written policies and procedures conforming to the requirements of subsection (b). The policies and procedures shall be kept on file and presented to the State Board of Education upon request.*
- b) *Each set of policies and procedures shall address the district's compliance with at least the requirements for:*

34 Code of Federal Regulations, §300.323, which states

- d) *Accessibility of child's IEP to teachers and others. Each public agency must ensure that-*
 - 1) *The child's IEP is accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for its implementation; and*
 - 2) *Each teacher and provider described in paragraph (d)(1) of this section is informed of-*
 - i) *His or her specific responsibilities related to implementing the child's IEP; and*
 - ii) *The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.*

23 Illinois Administrative Code, 226.230, which states

The content of each child's IEP shall conform to the requirements of 34 CFR 300.320. The additional requirements of this Section shall also apply.

- b) *The IEP of a student who requires a behavioral intervention plan shall:*

- 1) Summarize the findings of the functional behavioral assessment;
- 2) Summarize prior interventions implemented;
- 3) Describe any behavioral interventions to be used, including those aimed at developing or strengthening alternative or more appropriate behaviors;
- 4) Identify the measurable behavioral changes expected and methods of evaluation;
- 5) Identify a schedule for a review of the interventions' effectiveness; and
- 6) Identify provisions for communicating with the parents about their child's behavior and coordinating school-based and home-based interventions

23 Illinois Administrative Code, 226.750, which states

- b) *Transportation* Each child who is eligible for special education and related services pursuant to this Part shall be eligible for special transportation. Such transportation shall be provided as the child's disability or the program location may require.
- 2) Every effort should be made to limit the child's total travel time to not more than one hour each way to and from the special education facility
 - 3) The special transportation shall be scheduled in such a way that the child's health and ability to relate to the educational experience are not adversely affected.

23 Illinois Administrative Code, 226.200, which states

Each school district shall provide special education and related services to eligible children in accordance with their IEPs.

Requested Information

To determine whether there have been any violations of any statutes or regulations, the district must provide the following documents and information as soon as possible, but no later than **February 2, 2024**.

1. A detailed response to the issues identified in the Summary of Complaint section, with citations (e.g., exhibit number, page number, dates of correspondence, etc.) to the documents and information submitted by the district.
2. All IEPs in effect since [REDACTED].
3. All FBA/BIPs in effect since [REDACTED], including any data collection mechanisms used as part of the creation of the FBA/BIP.
4. Documentation or detailed written summary describing the implementation of the Child's [REDACTED] from [REDACTED] to the present.
5. Documentation or a detailed written summary describing the implementation of PECS, as well as all records documenting staff training on the implementation of PECS.
6. Documentation describing class size for students in the self-contained special education programs (ES and FLS) from [REDACTED] until the present for all district schools.
7. Documentation describing the age range of students in the self-contained special education programs (ES and FLS) in the high school setting from [REDACTED] until the present for all district schools.
8. Documentation or a detailed written summary describing District procedures for distributing IEPs to relevant staff and specifics pertaining to how the Child's [REDACTED] was distributed and to whom it was distributed.
9. Documentation regarding any lapse of AAC licensure and the impact on implementing student IEPs, including any and all communications amongst school staff regarding the matter or between school staff and the licensing agents. Any documentation regarding holding IEP

meetings with families regarding the lapse of services while the licenses were deactivated, including IEP meetings to consider potential compensatory education services.

10. Documentation pertaining to the bus route times for the Child during the 2023-24 school year.
11. Any and all Board policies, procedures or guidance documents pertaining to school visits and student observations.
12. Any communications with the Parent regarding observations of the Child and school visits, including but not limited to Parent's request for their BCBA to observe the Child.
13. Any documentation or a detailed description of parent requests for Qualified Professionals or private service provider's observations of their children.
14. List of professional development related to special education matters and servicing students with disabilities offered by the District and any attendance records for such professional development from January 2023 to the present.
15. Any documentation, including board policies, procedures or guidance regarding maintaining student records in a confidential manner.
16. Detailed description of the new administrative center and how the records are maintained in the new setting.

In accordance with the requirements of the 105 Illinois Compiled Statutes, 5/14-8.02e, the District will be required to provide a copy of the written complaint response and supportive documentation to the complainant simultaneously with the submission of those materials to the investigator. In the event of a complaint filed by an individual other than a parent/guardian, the district/cooperative must secure an appropriate written and signed release prior to the issue of any child-specific documentation.

In the event that the requested documentation is not received within the identified time frame, the agency will proceed with the investigation based upon the information previously submitted by the parties and issue a letter of findings within the original timeline.

Additional Issues/Findings

If information reviewed during the investigation identifies a possible additional area of noncompliance not alleged by the complainant, the assigned complaint investigator will contact the district/cooperative to request additional information/documentation to support or refute the suspected area(s) of concern. Additionally, if needed, the assigned complaint investigator will contact the complainant for further clarification of the issue(s). If, after reviewing the additional information, ISBE determines that the district is not in compliance with an additional area that was not alleged in the original complaint, the issue will be addressed in the letter of finding and corrective action will be required. This will occur within the required 60-day timeline, unless extended due to exceptional circumstances.

Complaint Issues in a Due Process Hearing

Federal regulations at 34 CFR, 300.152(c) explain that when a written complaint is received that is also the subject of a due process hearing, the state must set aside the issues in the complaint that are being addressed in the due process hearing until the conclusion of the hearing. Further, the regulations explain that the due process hearing decision is binding. If either the district or parent(s) involved requests a hearing during this complaint investigation, please notify the investigator immediately.

Retaliation

All parties involved in the complaint are reminded that persons who may initiate a complaint or a due process hearing or provide information or testimony at such hearings are protected from retaliation. No person may discharge, intimidate, retaliate, threaten, coerce, or otherwise take adverse action against any person because such person has filed a complaint, testified, furnished information, assisted or participated in any manner in a meeting, hearing, review, investigation, or other activity related to the administration of, exercise of authority under, or right secured by the Individuals with Disabilities Education Act (IDEA), P.L. 108-446. Issues involving harassment, discrimination and/or retaliation may be addressed through the Office for Civil Rights at 312/730-1560.

Closing

Should either party have additional documentation which they would like to have reviewed as part of the investigation, please submit the information to my attention by the date previously noted. I look forward to working with you to resolve these issues in an expeditious manner. If you have any questions regarding this matter, I can be reached at 312-768-2277 or ewagman@tresslerllp.com.

Sincerely,

/s/ Elizabeth Wagman

Elizabeth Wagman
Contract Investigator
Special Education Services Division

cc: [REDACTED] Student
[REDACTED] Parent
Jennifer Smith, District Attorney