

*This is a redacted version of the original decision. Select details have been removed from the decision to preserve the anonymity of the student. The redactions do not affect the substance of the document.*

**Pennsylvania Special Education Due Process Hearing Officer  
Final Decision and Order**

**CLOSED HEARING**

**ODR No. 32045-25-26**

**Child's Name:**

L.Z.

**Date of Birth:**

[redacted]

**Parents:**

[redacted]

**Local Education Agency:**

Tredyffrin – Easttown School District  
940 W. Valley Road  
Wayne, PA 19807

**Counsel for LEA:**

Arin Schein, Esq. and Lawrence Dodds, Esq.  
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460 Norristown Road  
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**Hearing Officer:**

James Gerl, CHO

**Date of Decision:**

January 16, 2026

## **BACKGROUND**

The parent's due process complaint contends that the placement of the student in an Intermediate Unit Learning Academy was a procedural violation of IDEA, and therefore invalid. The complaint also asserts that the stay put placement for the student is a middle school in the school district. The school district contends that the placement of the student at an Intermediate Unit Learning Academy was consistent with the requirements of IDEA and that the stay put placement is the Intermediate Unit Learning Academy. I find in favor of the school district with regard to both issues.

## **PROCEDURAL HISTORY**

Prior to the hearing, there were a number of prehearing motions in this case. The school district raised a sufficiency challenge to the due process complaint. The sufficiency challenge was rejected as being without legal merit.

The student's mother requested a [redacted] interpreter for the due process hearing. The basis for the request is that although the parent can communicate effectively in professional settings, she did not understand certain legal terminology. I had previously informed the student's mother that she had the right to hire a lawyer. It is not the province of a language interpreter to explain legal terms to an unrepresented party. The mother did not need a [redacted] interpreter in order to fully participate in the hearing. Accordingly, I denied the request for an interpreter.

The parties agreed to only two stipulations of fact in this case. The failure of the parties to agree to more than two stipulations elongated the hearing process and delayed the decision in this case.

The hearing was conducted in one virtual session. Parent exhibits P-0 and P-1 through P-11 were admitted into evidence. School district exhibits S-15, S-16, S-18, S-19, S-20, S-21 and S-23 were admitted into evidence. All other school district exhibits were withdrawn.

After the hearing, each party presented written closing arguments/post-hearing briefs, and the school district submitted proposed findings of fact. It should be noted that both the school district's brief and the parent's brief in this case cite the opening statements by the parties as evidentiary citations for potential findings of fact. Opening statements are not sworn testimony but rather argument concerning what facts might be later proven during a hearing. Opening statements are not evidence. Any proposed finding of fact must be anchored to either a stipulation of fact, or to the record - the transcript page and line number for sworn testimony or an exhibit tag number and page number. Proposed facts anchored to the parties' opening statements, and not the evidentiary record, were not considered.

All arguments submitted by the parties have been considered. To the extent that the arguments advanced by the parties are in accordance with the findings, conclusions and views stated below, they have been accepted, and to the extent that they are inconsistent therewith, they have been rejected. Certain arguments and proposed findings have been omitted as not relevant or not necessary to a proper determination of the material issues as presented. To the extent that the testimony of various witnesses is not in accordance with the findings as stated below, it is not credited.

To the extent possible, personally identifiable information, including the names of the parties and similar information, has been omitted from the text of the decision that follows. FERPA 20 U.S.C. § 1232(g); and IDEA § 617(c).

## **ISSUES PRESENTED**

The parent's due process complaint contained an issue concerning a requested independent educational evaluation (IEE) at public expense. I determined at the prehearing conference in this case, however, that the issue concerning the IEE was moot because the school district had agreed to provide the parent the relief sought - an IEE at public expense. Because there was no live controversy with regard to the IEE issue, it was determined to be moot and no longer an issue in this case. The issues presented by the complaint, as explained and clarified at the prehearing conference, are the following:

1. Whether the parent has proven that the placement of the student at an Intermediate Unit Learning Academy violated IDEA? and
2. Whether the parent has proven that a middle school in the school district is the appropriate stay put placement for the student?

## **FINDINGS OF FACT**

Based upon the parties' stipulations of fact, I have made the following findings of fact:

1. The student's date of birth is [redacted].
2. The student is a resident of the school district.

Based upon the evidence in the record compiled at the due process hearing, I have made the following findings of fact: <sup>1</sup>

3. The student enjoys [activities]. (NT 157 – 158)

4. The student is a [redacted] year-old middle school student. (P-2)

5. The student is eligible for special education and related services under the category of emotional disturbance and a secondary classification of autism. The student is also eligible for [redacted] services. (P-2)

6. On May 21, 2025, the student’s IEP team met for an annual meeting and discussed the student’s lack of progress at the middle school in the school district and significant behavior issues that the student was having. The student’s father attended this meeting; the student’s mother was not present. At the meeting, the IEP team discussed potential out-of-district placements for the student. The team also discussed a CATCH-2 evaluation of the student by a children’s hospital to determine whether the student met the criteria for autism. (NT 111 – 113, 133, 140, 144 – 145, 154 – 156; P-1)

7. During the summer of 2025, school district staff discussed the results of the CATCH-2 evaluation report with the student’s mother and began the process of making referrals to alternative out-of-district placements for the student. (NT 111 – 112, 125-128)

8. In July 2025, the student’s mother had a telephone conversation with the school district’s previous special education supervisor. During the

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<sup>1</sup> (Exhibits shall be referred to as “P-1,” etc. for the parents’ exhibits; and “S-1,” etc. for school district exhibits; and references to page numbers of the transcript of testimony taken at the hearing is hereafter designated as “NT\_\_\_\_”).

call, the special education supervisor explained again that the school district's middle school was not providing an appropriate education to the student and that the student was exhibiting certain serious behaviors. The special education supervisor explained the various alternative out-of-district placement options that might be available to the student. The special education supervisor explained each placement in detail and answered the mother's questions regarding the placements. (NT 117 – 128)

9. On July 21, 2025, the school district issued a release of records to the parent granting the school district permission to communicate with and send records to multiple placement options for the student, including an Intermediate Unit Learning Academy. The student's mother signed and returned the release granting permission on July 28, 2025. (S-15; NT 111)

10. On July 29, 2025, the school district sent the student's educational records to five potential out-of-district placements to determine whether the student might be accepted at the placements. (S-16; NT 118 – 120)

11. In August and early September 2025, the student's mother and the student investigated and toured approximately three of the out-of-district placements, including the Intermediate Unit Learning Academy. (S-19; NT 55 – 56, 120, 125, 130)

12. On September 8, 2025, the school district's supervisor of special education emailed the student's mother to provide an update concerning the out-of-district referrals. The supervisor of special education indicated that the student had been accepted to the intensive emotional support program at the Intermediate Unit and that she believed that the program was a great fit for the student's needs socially, emotionally and academically. (S-18; NT 55-56)

13. On September 10, 2025, the student's mother responded to an e-mail from the supervisor of special education stating that the student had a

strong preference for placement at the Intermediate Unit Learning Academy, and that the parent supported the student's decision. The student's mother asked the supervisor of special education to move forward placing the student at the Intermediate Unit Learning Academy and requested that the supervisor of special education issue a Notice of Recommended Educational Placement (NOREP) reflecting the change of placement. (S-18; NT 55-57)

14. On September 10, 2025, the supervisor of special education spoke with the student's mother on the telephone, and they agreed to a revision of the May 21, 2025 IEP to reflect the placement of the student at the Intermediate Unit Learning Academy. During the call, the supervisor of special education also informed the mother that the annual IEP team meeting was scheduled for September 18, 2025. (NT 62)

15. On September 11, 2025, the supervisor of special education issued an IEP revision and a NOREP to the parent confirming the placement of the student at the Intermediate Unit Learning Academy. (S-20; S-18; NT 56-57)

16. On September 11, 2025, the student's mother sent an email to the supervisor of special education, thanking the supervisor for her guidance and stating in part, " I confirm my agreement with the district's recommendation for [the student] to attend the [IU] Early Learning Academy and will complete the DocuSign forms accordingly..." (S-18; NT 57)

17. On September 11, 2025, the student's mother signed the NOREP approving the placement of the student in the full-time special education support program at the Intermediate Unit Learning Academy. (S-20, S-18; NT 57)

18. On September 18, 2025, prior to the student's beginning at the Intermediate Unit Learning Academy, the student's IEP team met. Among

those who were present at the IEP team meeting were the mother, the Learning Academy program administrator, the dean of students from the Learning Academy and the school district's school psychologist, case manager, special education supervisor, and [redacted] teacher. During the IEP team meeting, there was discussion of the program at the Intermediate Unit and discussion of what the student's school day would look like at the Learning Academy. The team also discussed the transition of the student to the new program. The student's mother did not express any disagreement with the Learning Academy program at the IEP team meeting. (S-21; NT 59 - 60)

19. The placement at the Intermediate Unit Learning Academy was not temporary. There was no discussion with the parent or other IEP team members concerning a temporary or trial placement at the Intermediate Unit. On September 22, 2025, the student began attending the Intermediate Unit Learning Academy. (NT 58 - 60)

20. On September 26, 2025, the school district issued a NOREP reflecting the student's placement at the Intermediate Unit Learning Academy. (S-23)

21. On September 29, 2025, the parent emailed the Intermediate Unit's director, copying the school district's supervisor of special education, requesting that the mother be permitted to observe the student's classroom the same day due to concerns about the placement. This was the first time that the parent made school district staff aware that the parent had concerns. (P-9; NT 60)

22. On September 29, 2025, the parent signed and returned the September 26, 2025 NOREP indicating disapproval of the Intermediate Unit Learning Academy as the student's placement. (S-23).

23. Prior to September 29, 2025, the school district staff had no conversations or other communications with the parent in which the parent indicated any concerns or disagreement with the out-of-district Intermediate Unit Learning Academy placement for the student. (NT 59-60)

24. On September 30, 2025, the parent sent an email to school district and Early Learning Academy staff stating in part that the student would not be returning to the IU Early Learning Academy. The email states " [t]his is not truancy; it is the direct result of an unresolved placement issue." (P-10)

### **CONCLUSIONS OF LAW**

Based upon the arguments of the parties, all of the evidence in the record, as well as my own legal research, I have made the following conclusions of law:

1. A parent or a local education agency may file a due process complaint alleging one or more of following four types of violations of the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, *et seq.*, (hereafter sometimes referred to as "IDEA"): an identification violation, an evaluation violation, a placement violation or a failure to provide a free and appropriate public education (hereafter sometimes referred to as "FAPE"). IDEA §615(b)(6)(A); 34 C.F.R. § 300.507(a); 22 Pa. Code § 14.162.

2. The United States Supreme Court has developed a two-part test for determining whether a school district has provided a free appropriate public education (hereafter sometimes referred to as "FAPE") to a student with a disability. There must be: (1) a determination as to whether a school district has complied with the procedural safeguards as set forth in IDEA, and (2) an analysis of whether the individualized educational program is reasonably calculated to enable the child to make meaningful educational benefit in light

of the child's unique individual circumstances. Endrew F by Joseph F v. Douglass County School District RE-1, 580 U.S. \_\_\_\_, 137 S. Ct. 988, 69 IDELR 174 (2017); Board of Educ., etc. v. Rowley, 458 U.S. 178, 553 IDELR 656 (1982); KD by Theresa Dunn and Jonathan Dunn v. Downingtown Area School District, 904 F.3d 248, 72 IDELR 261 (3d Cir. 2018).

3. For a procedural violation to be actionable under IDEA, the parent must show that the violation results in a loss of educational opportunity for the student, seriously deprives the parents of their participation rights, or causes the student a deprivation of educational benefit. Ridley School District v. MR and JR ex rel. ER, *supra*; IDEA § 615(f)(3)(E); 34 C.F.R. § 300.513(a).

4. Changes to an IEP must be made by the student's IEP team and not unilaterally by school district personnel. The parents are important members of the IEP team. IDEA § 614; 34 C.F.R. §§ 300.320 – 300.328 and § 300.501; see, Ridley Sch Dist v. MR & JR ex rel ER, *supra*. IDEA also provides, however, that the parent of a child with a disability and the local education agency may make changes to the student's IEP in between annual IEP team meetings by agreeing to do so without convening the IEP team. IDEA § 614(d)(3)(D); 34 C.F.R. § 300.324(a)(4) and (6).

5. "Consent" for purposes of IDEA means that the parent has been informed of all relevant information, that the parent understands and agrees in writing to the activity and that the parent understands that the granting of consent is voluntary. 34 C.F.R. § 300.9.

6. When a due process complaint is filed under IDEA, the student remains in the then current educational placement during the pendency of the administrative proceeding unless the parties agree otherwise. IDEA § 615(j); 34 C.F.R. § 300.518. This is sometimes referred to as the "stay put" placement. The Supreme Court has noted that the purpose of the stay put rule is to maintain the educational status quo. Honig v Doe, 484 U.S. 305, 559

IDELR 231 (1988). The stay put rule functions as an automatic preliminary injunction and applies regardless of whether or not the underlying case is meritorious. Drinker by Drinker v Colonial Sch Dist, 78 F.3d 859, 23 IDELR 1112 (3d Cir. 1996); Hatikvah Int'l Academy Charter Sch v East Brunswick Twp Bd of Educ, 10 F.4th 215, 79 IDELR 121 (3d Cir. 2021). The question of what constitutes a change of educational placement for stay put purposes is necessarily fact specific. Placement for stay put purposes is not necessarily a specific classroom or a specific school; rather it involves satisfying the requirements of the IEP. DM & LM ex rel EM v New Jersey Dept of Educ, 801 F.3d 205, 66 IDELR 93 (3d Cir 2015). The "then current educational placement" is an inexact science requiring a fact-driven approach. Respect for the purpose of the stay put provision requires focus upon the child's educational needs so that the educational status quo for a "growing, learning, young person" is maintained. Rigid adherence to a particular educational methodology is not required. Stay put, therefore, requires flexibility in interpreting the educational placement per the last agreed upon IEP and flexibility concerning the child's needs. See, John M. by Christine M & Michael M v. Bd of Educ of the Evanston Township HS Dist No. 202, 502 F.3d 708, 48 IDELR 177 (7th Cir. 2007). The last agreed upon IEP, or the operative placement functioning at the time the due process complaint is filed is the stay put placement unless the parties agree otherwise. Drinker by Drinker v Colonial Sch Dist, 78 F.3d 859, 23 IDELR 1112 (3d Cir. 1996); Hatikvah Int'l Academy Charter Sch v East Brunswick Twp Bd of Educ, 10 F.4th 215, 79 IDELR 121 (3d Cir. 2021); MR& JR ex rel ER v. Ridley Sch Dist, 744 F.3d 112, 62 IDELR 251 (3d Cir. 2014).

7. The parent has not proven that the change of placement for the student to the Intermediate Unit Learning Academy violated IDEA.

8. The parent has not proven that the school district middle school is the stay put placement for the student.

## **DISCUSSION**

### **1. Whether the parent has proven that the change of placement for the student in September 2025 violates IDEA?**

The student's mother contends that the September 2025 change of placement for the student was a procedural violation of IDEA because the change of placement was not made at an IEP team meeting. The school district contends that the change of placement did not violate IDEA.

The evidence in the record does not support the mother's contention that the September 2025 placement of the student violates IDEA. Instead, the evidence reveals that the student's programming and placement was discussed in detail at the May 2025 IEP team meeting. The student's father was present at the meeting; the mother did not attend. At that meeting, school district staff shared that they believed that the school district's schools could not provide an appropriate program for the student. The team agreed that it would explore various out-of-district placements for the student that would be able to provide a free and appropriate public education.

The school district requested consent from the parent to contact various placement options for the student. The student's mother signed the consent form, and information about the student was sent to various potential out-of-district placements.

The student's mother and the student then toured some of the potential out-of-district placements that were being considered. The student expressed a strong preference for the Intermediate Unit Learning Academy, and the student's mother supported the student's choice of that program. The mother requested that the school district issue a Notice of Recommended Educational Placement (NOREP) placing the student at the Intermediate Unit Learning Academy. Thereafter, the school district issued a NOREP on September 11, 2025 placing the student at the IU Learning Academy, and the student's mother signed the NOREP and sent an email indicating her agreement with the placement choice.

The student's IEP team met on September 18, 2025. The mother attended this meeting as did representatives of the IU Learning Academy. During the IEP team meeting, there was discussion of the program at the Intermediate Unit and discussion of what the student's school day would look like at the new placement. The team also discussed the transition of the student to the new program. The student's mother did not express any disagreement with the Intermediate Unit Learning Academy program at the IEP team meeting.

On September 22, 2025, the student began attending the Intermediate Unit Learning Academy. On September 26, 2025, the school district issued a NOREP pertaining to the September 18, 2025 IEP team meeting. On September 29, 2025, the parent raised concerns about the IU Learning Academy program for the first time and disagreed with the September 26th NOREP.

The parent now contends that the September 11, 2025 NOREP is legally invalid because it was not preceded by an IEP team meeting concerning the change of placement. The parent's argument is rejected.

In a nutshell, the mother is faulting the school district for doing precisely what the mother, and the student, specifically asked the school district to do. Considerations of fundamental fairness require that the parent's argument be rejected.

Moreover, although IDEA provides that, in general, changes to an IEP, including the placement of the student, must be decided at an IEP team meeting, IDEA also provides that a student's parent and school district staff can agree to amend an IEP in between annual meetings by agreement of the parties. In this case, that is precisely what happened. The student's parent and school district staff agreed that the student could not be appropriately educated in schools within the school district and that an out-of-district placement was required in order to meet the central IDEA requirement that a free appropriate public education be provided to the student. This change of placement was discussed in principle at the May 2025 IEP team meeting, and the amendment of the IEP to provide for the specific change of placement was agreed to by the student's mother and school district staff. The change was also discussed in detail at the subsequent September 18, 2025 IEP team meeting.

Moreover, it is clear that the student's mother made the agreement to place the student at the Intermediate Unit Learning Academy with informed consent as required by IDEA. Over the summer before the 2025 – 2026 school year, school district staff explained the various out-of-district placement options to the mother in detail and discussed the nature of the programs that would be provided at the various placements. In particular, the school district's special education supervisor discussed the various placement options and the types of programs available at each out-of-district placement being considered with the student's mother in a telephone call in July 2025. After

that discussion, the student's mother and the student toured a number of the out-of-district placements. The student, and the student's mother, expressed a strong preference for the Intermediate Learning Academy to be the student's new out-of-district placement. The student's mother specifically asked the special education director to issue a NOREP changing the student's placement to the Intermediate Unit Learning Academy. The school district issued the NOREP requested by the mother changing the student's placement to the Intermediate Unit Learning Academy. The mother now challenges the NOREP that she specifically requested. These facts require a conclusion that the change of placement of the student to the Intermediate Unit Learning Academy was fully consistent with the provisions of IDEA regarding the amendment of IEPs in between annual IEP team meetings and that the decision was made with informed consent.

Moreover, even assuming *arguendo* that the decision to place the student out-of-district at the Intermediate Unit Learning Academy constitutes a procedural violation of IDEA, it is clear that any procedural violation is harmless. There is no evidence of any kind in the administrative record to support the conclusion that the placement of the student at the Intermediate Unit Learning Academy adversely affected the student's education or significantly impaired the parent's right to meaningful participation in the process. Indeed, all parties previously agreed that the change of placement was necessary to ensure that the student received FAPE. Also, it is very clear from the evidence in the record that the parent was permitted to, and did, actively participate in all phases of the educational decision-making regarding the student in this case.

It must also be noted that special education IEPs are never written in stone. If the mother believes that the student's program or placement going

forward should be changed or tweaked, she may request an IEP team meeting at any time to suggest or discuss potential changes. Indeed, the parties have already agreed that the parent may obtain an independent educational evaluation at public expense. After that evaluation is completed, an IEP team meeting will be needed. Before and after that time, the parent may raise any concerns. This does not, however, mean that the parent may rewrite history and invalidate a previously agreed upon NOREP/IEP because the parent later had concerns and changed her mind.

The testimony of the school district staff was more credible and persuasive than the testimony of the student's mother with regard to this issue. This conclusion is made because of the demeanor of the witnesses, as well as the following factor: the student's mother provided testimony concerning what was said and done at the May 2025 IEP team meeting. On cross-examination, however, the mother was forced to concede that only the student's father, and not the student's mother, attended the May 2025 IEP team meeting, and, therefore, that the student's mother had no direct knowledge of what was said or done at the May 2025 IEP team meeting. This contradiction severely impairs the mother's credibility and persuasiveness.

It is concluded that the student's parent has not proven that the school district violated IDEA by changing the student's placement to the Intermediate Unit Learning Academy.

**2. Whether the parent has proven that the appropriate stay put placement for the student is the school district schools?**

The student's mother contends that the appropriate stay put placement for the student is a school in the school district. The school district

contends that the Intermediate Unit Learning Academy is the appropriate stay put placement.

As I noted on the record at the hearing, I did not receive a prehearing motion concerning the stay put issue. The parent raised the issue in the complaint, and mentioned it in the parent's post-hearing brief, and it is addressed herein.

IDEA provides that the status quo will be maintained during a due process hearing by keeping a student in the student's "then current" placement. In this case, it is clear beyond doubt that the parties agreed the Intermediate Unit Learning Academy would be the placement for the student when the parent requested and then signed and approved the September 11, 2025 NOREP placing the student at the Intermediate Unit Learning Academy. The IU Learning Academy was the last agreed upon placement. Thus, it is clear beyond doubt that the Intermediate Unit Learning Academy is the appropriate stay put placement for the student.

It appears that the parent is arguing that because she contends that the September 11, 2025 NOREP was procedurally invalid, that it did not change the student's placement. The September 11, 2025 NOREP and placement were not procedurally invalid or a violation of IDEA. See the discussion in the previous section of this decision. The parent's argument is rejected.

The testimony of the school district staff was more credible and persuasive than the testimony of the student's mother with regard to this issue. See credibility discussion in the preceding section of this decision.

It is concluded that the parent has not proven that the appropriate stay put placement for the student is a school district school.

**ORDER**

Based upon the foregoing, it is **HEREBY ORDERED** that all relief requested in the due process complaint is hereby denied. The complaint is dismissed.

**IT IS SO ORDERED.**

ENTERED: January 16, 2026

*James Gerl*

James Gerl, CHO  
Hearing Officer