

District of Columbia
Office of the State Superintendent of Education
Office of Dispute Resolution
1050 - First Street, N.E.; Washington, D.C. 20002
(202) 698-3819 www.osse.dc.gov

Confidential

Parent on behalf of Student¹)	Case No. 2023-0213
)	
Petitioner)	Hearing Date: February 16, 2024
)	
v.)	Conducted by Video Conference
)	
Office of the State Superintendent of Education)	Date Issued: March 4, 2024
)	
Respondents)	Terry Michael Banks, Hearing Officer

HEARING OFFICER DETERMINATION

INTRODUCTION

Petitioner is the parent of an X-year-old student (“Student”) attending School A. On October 30, 2023, Petitioner filed a Due Process Complaint alleging that the District of Columbia Public Schools (“DCPS”) denied Student a free appropriate public education (“FAPE”) by failing timely to conduct initial evaluations of Student, and the Office of the State Superintendent of Education (“OSSE”) failed consistently to provide Student transportation services. On November 9, 2023, DCPS filed *District of Columbia Public Schools’ Response to Parent’s Administrative Due Process Complaint*, denying that it had denied Student a FAPE in any way. On November 9, 2023, OSSE filed *Office of the State Superintendent of Education’s Response to Complaint* denying that it had denied Student a FAPE in any way.

SUBJECT MATTER JURISDICTION

This due process hearing was held, and a decision in this matter is being rendered, pursuant to the Individuals with Disabilities Education Improvement Act (“IDEIA”), 20 U.S.C. Section 1400 *et seq.*, its implementing regulations, 34 C.F.R. Sect. 300 *et seq.*, Title 38 of the D.C. Code, Subtitle VII, Chapter 25, and the District of Columbia Municipal Regulations, Title 5-E, Chapter 30.

¹ Personally identifiable information is attached in the Appendix and must be removed prior to public distribution.

PROCEDURAL HISTORY

On October 30, 2023, Petitioner filed the *Complaint* alleging that DCPS had denied Student a FAPE by failing timely to conduct initial evaluations of Student upon Petitioner's request for evaluations on August 25, 2022. Petitioner also alleged that OSSE denied Student a FAPE by failing consistently to provide transportation services to Student during the 2023-24 school year. Petitioner provided alternative transportation for Student on those occasions, for which Petitioner requested reimbursement. Included within the *Complaint* was a *Motion for an Expedited Hearing* ("*Motion*"). The *Motion* alleged that OSSE's failure to provide related services "presents adverse educational experience and causes harm to the emotional health of the student." On November 2, 2023, OSSE filed *Office of the State Superintendent of Education's Opposition to Petitioner's Motion for Expedited Hearing* ("*OSSE Opposition*"), asserting that a Petitioner may request an expedited hearing only for disciplinary matters involving a change in placement.

On November 9, 2023, DCPS filed its *Response* to the *Complaint*, denying that it had denied Student a FAPE in any way. DCPS asserted that upon receiving consent from the parents on November 15, 2022, it evaluated Student in all areas of concern and subsequently found him/her eligible for services on January 24, 2023.

On November 9, 2023, OSSE filed its *Response*, denying that it had denied Student a FAPE in any way. OSSE admitted that it was responsible for providing transportation services to Student. It asserted that Student's pick-up time was adjusted three times during the current school year to accommodate specific location pick-up requests from the parent. The current pick-up time was 7:03 a.m., and the average ride time for Student's morning transportation route was fifty-five minutes. OSSE asserted that Student was not available for pick-up on 26 days during the 2023-24 school year.

Petitioner and DCPS participated in a resolution meeting on November 8, 2023 that did not result in a settlement. The prehearing conference in this case was conducted on December 5, 2023 through video conference facilities. At the beginning of the prehearing conference, I advised Petitioner that this case did not meet the criteria for an expedited hearing: disciplinary action resulting in an involuntary change of placement. Petitioner stated that he had reached an agreement resolving the claims against DCPS and intended to file a notice of withdrawal as to DCPS within a week. The *Prehearing Order* was issued later that day. I issued an *Amended Prehearing Order* on December 8, 2023 and a *Second Amended Prehearing Order* on January 12, 2024.

On December 11, 2023, Petitioner filed a *Petition to Withdraw Part of the Complaint*. The *Petition* indicated that Petitioner and DCPS had executed a settlement agreement. On February 20, 2024, I issued an order dismissing the *Complaint* with prejudice as to DCPS.

The due process hearing was conducted on February 16, 2024 by video conference. The hearing was open to the public at Petitioner's request. Petitioner filed disclosures on February 9, 2024 containing a witness list of two witnesses and documents P1 through P17, as well as a revised set of disclosures on February 12, 2024. Respondent did not file objections to Petitioner's disclosures. Therefore, Petitioner's Exhibits P1- P17 were admitted into evidence. Respondent also filed disclosures on February 9, 2024, containing a witness list of one witness and documents R1

through R7. Petitioner did not file an objection to OSSE’s disclosures. Therefore, OSSE’s Exhibits R1-R7 were admitted into evidence.²

Petitioner presented as witnesses in chronological order: Witness A and Petitioner. Respondent presented one witness, Witness B. At the conclusion of testimony, the Petitioner and Respondent’s counsel gave oral closing arguments.

ISSUES

As identified the *Complaint* and the *Second Amended Prehearing Order*, the issue to be determined in this case is as follows: whether OSSE denied Student a FAPE by failing consistently to provide transportation services to Student. Specifically, the *Complaint* alleges that Student was not picked up during the first week of the 2023-24 school year. Petitioner contacted School A to provide OSSE with a pick-up location that would make it easier for the bus driver to locate Student. This arrangement worked for three days. Thereafter, OSSE changed Student’s pick-up time from 7:54 a.m. to 7:00 a.m. This pick-up time is two hours before the school day begins, is unreasonably burdensome, and violates District of Columbia policy that limits school transportation to 75 minutes each way. To mitigate the harm to Student, Petitioner provided alternative transportation for Student, for which reimbursement is requested.

FINDINGS OF FACT

1. Student is X years old and is enrolled in grade A at School A for the 2023-24 school year.³ On April 11, 2023, DCPS developed Student’s annual Individualized Education Program (“IEP”). Student’s IEP provided that Student required transportation as a related service.⁴

2. On August 28, 2023, the first day of the school year, OSSE’s Department of Transportation (“DOT”) trip ticket for Student’s school bus indicated that the pickup point was Location A; Student did not ride the morning bus, was dropped off in the afternoon at the corner of 37th & Prospect at or about 4:00-4:05 p.m.⁵ On August 29, 2023, the bus arrived at Location at 7:42 a.m.; Student did not ride the bus in the morning or afternoon.⁶ On August 30, 2023, the morning trip ticket indicated “wrong address; Student did not ride the bus in the morning or afternoon.”⁷ On August 31, 2023, the morning trip ticket indicated “wrong address; Student did not ride the bus in the morning or afternoon.”⁸ On September 1, 2023, the bus picked up Student at 7:40 a.m., arrived at School A at 8:38, and dropped her/him off in the afternoon at 3:48 p.m.⁹ On September 5, 2023, the bus picked up Student at 7:53 a.m., arrived at School A at 9:00 a.m., and

² I was unable to access Respondent’s Exhibit R6 in Respondent’s downloaded disclosures.

³ Respondent’s Exhibit (“R:”) 1 at page 1 (1). The exhibit number and exhibit page number are followed by the electronic page number in the disclosure, i.e., R1:1 (1); Petitioner’s testimony.

⁴ *Id.* at 24 (24).

⁵ R7:1-8 (83-90).

⁶ *Id.* at 9- 16 (91-98).

⁷ *Id.* at 17 -24 (99-106).

⁸ *Id.* at 25-32 (107-14).

⁹ *Id.* at 33-39 (115-121).

dropped him/her off in the afternoon at 4:19 p.m.¹⁰ On September 6, 2023, the bus arrived at 7:00 a.m., and arrived at School A at 8:15 a.m.; Student did not ride in the morning, but was dropped off in the afternoon at 4:40.¹¹ On September 7, 2023, the bus did not leave the DOT terminal until 7:12 a.m., after the pickup time of 7:00 a.m., and did not transport Student in the afternoon.¹² On September 8, 2023, the bus did not arrive to pick up Student until 8:15; Student did not ride the bus in the morning or afternoon.¹³ On September 11, 2023, the bus arrived at 7:10 a.m. and arrived at School A at 8:15 a.m.; Student did not ride the bus in the morning or afternoon.¹⁴ On September 12, 2023, the bus arrived at 7:10 a.m. and arrived at School A at 8:20 a.m.; Student did not ride the bus in the morning or afternoon.¹⁵ On September 13, 2023, the bus arrived at 7:29 a.m.; Student did not ride the bus in the morning or afternoon.¹⁶ On September 14, 2023, the bus arrived at 7:40 a.m. and arrived at School A at 8:45 a.m.; Student did not ride the bus in the morning or afternoon.¹⁷ On September 15, 2023, the bus arrived at 6:45 a.m. and arrived at School A at 8:57 a.m.; Student did not ride the bus in the morning or afternoon.¹⁸ On September 18, 2023, the bus arrived at 6:50 a.m. and arrived at School A at 8:17 a.m.; Student did not ride the bus in the morning or afternoon.¹⁹

3. On September 7, 2023, Petitioner notified OSSE by email that the bus driver was refusing to pickup Student at any location other than her/his “residence.” Petitioner explained that the family lives on a university campus, making access at the residence impossible, but the parents would make Student available for pickup at a particular corner adjacent to the university in the morning, and that location would be appropriate for drop-off in the afternoon. Petitioner also objected to DOT’s communication to the parents that Student’s pickup time in the morning would be 7:00 a.m., because it would result in Student’s morning ride exceeding “the district policy that pick up time be no more than 75 minutes before the start of the school day,” 8:45 a.m. Petitioner complained that the afternoon bus arrived at school twenty-five minutes late on the previous day, “which means that [s/he] was left waiting for 25 minutes at the school in excessive heat. Petitioner also objected to the use of a rideshare alternative, because Student would not be accompanied by a trusted adult.²⁰ Administrator A replied later that day, indicating his understanding that Petitioner wanted Student picked up at the designated corner at 8:00 a.m. and dropped off there in the afternoon.²¹ Petitioner responded promptly, “Yes, this is an accurate representation of shared expectations.”²²

4. On September 13, 2023, Petitioner notified Administrator A that “The scheduled pick up/drop off time has not been modified but communications continue to be sent reflecting

¹⁰ *Id.* at 40 -47 (122-129).

¹¹ *Id.* at 48-55 (130-137).

¹² *Id.* at 57-62 (139-144).

¹³ *Id.* at 66-72 (148-154).

¹⁴ *Id.* at 76-81 (158-163).

¹⁵ *Id.* at 84-91 (166-173).

¹⁶ *Id.* at 93-100 (175-182).

¹⁷ *Id.* at 102-107 (184-189).

¹⁸ *Id.* at 111-118 (193-200).

¹⁹ *Id.* at 120-127 (202-209).

²⁰ Petitioner’s Exhibit (“P:”) 4 at page 1 (6). The exhibit number and exhibit page number are followed by the Bates page number in the disclosure, i.e., P4:1 (6).

²¹ *Id.* at 2 (7).

²² *Id.* at 3 (8).

delay of 20-40 minutes.”²³ Petitioner informed Administrator A that the parents would be providing Student’s transportation to and from school “until we have a reliable resolution.”²⁴ On September 18, 2024, Petitioner reiterated his frustration that DOT had not resolved the transportation problems. Administrator A replied later that day, encouraging Petitioner to apply for reimbursement and indicating that in order to meet Petitioner’s preferred pickup time, “we have to strategize and move resources. Or we can change your timing to better reflect what we are able to do.”²⁵

5. On September 19, 2023, the parents received a text message indicating that Student’s pickup time would remain 7:00 a.m. and his/her drop-off time in the afternoon would be 4:10 p.m.²⁶

6. The distance from Student’s pickup corner to School A is 4.0 - 4.5 miles.²⁷ DOT’s “planned ride time” within the District is 90 minutes each way.²⁸

7. DOT’s reimbursement rate is \$1.48 per mile.²⁹

8. Witness A, Student’s mother, testified that during the 2022-23 school year, the bus picked up and delivered Student at the corner of 37th and Prospect consistently. Before the beginning of the 2023-24 school year, DOT advised the parents that the morning pickup time for Student was 7:42 a.m., and the expected bus arrival window at the pickup location was from fifteen minutes before the scheduled pickup time to fifteen minutes after that time. However, at the beginning of the 2023-24 school year, the bus driver informed the parents that he was not responsible for picking up the student from the parent’s workplace, and the bus stopped coming. Witness A notified Administrator B at School A about the lack of service during the first week of school. Administrator B confirmed that the pickup location remained the corner of 37th and Prospect. On September 5, 2023, DOT notified the parents that the new pickup time was changed from 7:42 a.m. to 7:00 a.m. By September 13, 2023, due to the failure of the morning bus to arrive timely, inconsistent service in the afternoon, and due to what they believed was an unreasonably long ride time in the morning, well in excess of the 75-minute planned ride time provided in DOT’s Transportation Handbook, the parents decided to provide Student’s round-trip transportation to and from School A.³⁰

9. Witness B is DOT’s Lead Compliance Specialist. She testified that the expected ride time is up to 90 minutes each way. She conceded that it had been 75 minutes in prior years, but a traffic analysis was conducted that led to an increase for the 2023-24 school year. Witness B conceded that the Transportation Request Form, submitted by School A on August 30, 2024,³¹

²³ *Id.*

²⁴ *Id.* at 4 (9)

²⁵ *Id.* at 5 (10).

²⁶ *Id.* at 10 (15).

²⁷ P10:1-2 (22-23).

²⁸ *Student Transportation Family Handbook: 2023-24 School Year*. R4:6 (64). Petitioner also disclosed a DOT handbook reflecting a 75-minute ride time. However, the cover page, which would reflect the applicable school year, was not disclosed. P15:6 (86).

²⁹ Division of Transportation: Parent Provided Transportation Reimbursement Certification Form.

³⁰ Testimony of Witness A.

³¹ R3:2 (58).

reflected the pickup point to be the corner of 37th & Prospect. The scheduled arrival time at School A for Student's bus is 8:15 – 8:35, and the “bell time” at School is 8:45 a.m. Witness B conceded that the bus driver assumed that s/he had an incorrect address August 28 through August 31, 2023, but it was corrected for the pickup on September 1, 2023. Witness B testified that Student's pickup time in the morning was changed to 7:00 a.m. to facilitate a timely arrival at school for all riders on the route.³²

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the arguments of counsel, and this Hearing Officer's own legal research, the Conclusions of Law of this Hearing Officer are as follows: The burden of proof in District of Columbia special education cases was changed by the local legislature through the District of Columbia Special Education Student Rights Act of 2014. That burden is expressed in statute as the following:

Where there is a dispute about the appropriateness of the child's individual educational program or placement, or of the program or placement proposed by the public agency, the public agency shall hold the burden of persuasion on the appropriateness of the existing or proposed program or placement; provided, that the party requesting the due process hearing shall retain the burden of production and shall establish a prima facie case before the burden of persuasion falls on the public agency. The burden of persuasion shall be met by a preponderance of the evidence.³³

The issues in this case do not involve the alleged failure of OSSE to provide an appropriate IEP or placement. Therefore, under District of Columbia law, Petitioner bears the burden of persuasion as to all issues presented.³⁴

Whether OSSE denied Student a FAPE by failing consistently to provide transportation services to Student. Specifically, the *Complaint* alleges that Student was not picked up during the first week of the 2023-24 school year. Petitioner contacted School A to provide OSSE with a pick-up location that would make it easier for the bus driver to locate Student. This arrangement worked for three days. Thereafter, OSSE changed Student's pick-up time from 7:54 a.m. to 7:00 a.m. This pick-up time is two hours before the school day begins, is unreasonably burdensome, and violates District of Columbia policy that limits school transportation to 75 minutes each way. To mitigate the harm to Student, Petitioner provided alternative transportation for Student, for which reimbursement is requested.

³² Testimony of Witness B.

³³ D.C. Code Sect. 38-2571.03(6)(A)(i).

³⁴ *Schaffer v. Weast*, 546 U.S. 49 (2005).

Background

IDEA requires that states enforce policies and procedures to ensure that a free appropriate public education is available to all children in the states between the ages of three and twenty-one, inclusive, including children with disabilities who have been suspended or expelled from school.³⁵ Each state's state educational agency ("SEA") is responsible for ensuring compliance with the statute, including all programs administered by any other state agency or local agency.³⁶ Local educational agencies ("LEAs") are eligible for federal assistance if they have policies, procedures, and programs in effect that are consistent with the FAPE mandates of IDEA.³⁷ An SEA shall use the federal funds that would otherwise have been available to an LEA to provide FAPE if, *inter alia*, the LEA is unable to maintain programs that meet the requirements of IDEA.³⁸ District of Columbia regulations obligate LEAs to make FAPE available to each child with a disability, and specifically requires the District of Columbia Public Schools ("DCPS") to make FAPE available to all such students who are not enrolled in a public charter school LEA, private school, or religious school.³⁹

IDEA regulations provide that when an SEA provides services directly to students, it assumes the same obligations to provide FAPE as would an LEA:

If the SEA provides FAPE to children with disabilities, or provides direct services to these children, the agency must comply with any additional requirements of §§ 300.201 and 300.202 and §§ 300.206 through 300.226 as if the agency were an LEA...⁴⁰

On May 5, 2010, the federal district court issued an order transferring responsibility for conducting day-to-day operations of the local school system's Division of Transportation from a Transportation Administrator appointed by the court to the District of Columbia.⁴¹ In its *Response* to the *Complaint*, OSSE admitted that it provides special education transportation services when transportation is appropriately identified and documented on IEPs as a related service.

Under District law, OSSE receives all the funding for transportation of disabled students, in the District and is charged with the responsibility for providing that transportation. "'Special Education Compliance Funding' means funds provided to public schools through the 'Formula' to support ... regulations regarding the provision of special education services to students with disabilities... For purposes of the Formula, transportation of students with disabilities and payment of tuition for private placements of children with disabilities are considered state level costs."⁴²

The cost of transportation for students with disabilities, tuition payments for private placements for students with disabilities, and the cost of performing state education functions for the District of Columbia are not covered by the Formula and shall be

³⁵ 20 U.S.C. §1412(a)(1)(A).

³⁶ 20 U.S.C. §1412(a)(11)(A).

³⁷ 20 U.S.C. §1413(a)(1).

³⁸ 20 U.S.C. §1413(g)(1)(B).

³⁹ 5-A DCMR §3001.1 and 3001.2.

⁴⁰ 34 C.F.R. §300.175.

⁴¹ *Petties v. District of Columbia*, Civil Action No. 95-0148 (D.D.C. May 5, 2010).

⁴² D.C. Code § 38-2901 (11B) and (12).

allocated by the Mayor and Council to the Office of the State Superintendent of Education (“OSSE”) ... The OSSE, as the state education agency for the District of Columbia, shall perform all state education functions for public charter schools and for DCPS, which are local education agencies.⁴³

In furtherance of its obligation to provide transportation services to disabled students, OSSE promulgated its *Special Education Transportation Policy* (“*Policy*”).⁴⁴ The *Policy* provides that the OSSE Division of Student Transportation (“DOT”) “shall provide special education transportation services to students with disabilities when transportation is appropriately identified and documented on an IEP as a related service under the IDEA.”⁴⁵ The *Policy* sets forth eligibility criteria for transportation services for which the LEA’s IEP teams are tasked with determining for each child.⁴⁶ The *Policy* imposes on LEAs the responsibility to upload all documentation associated with special education transportation services into specified databases within five days of the eligibility determination.⁴⁷ LEAs are required to recertify each student’s continued eligibility for transportation services twice a year.⁴⁸ The *Policy* authorizes DOT to notify parents and the LEA if a student misses three consecutive days of transportation and to request an explanation. The LEA is responsible for communicating with parents to resolve absence issues. If DOT does not receive a satisfactory response within seven days, it is authorized to notify the parent and LEA of its intent to terminate services. If no satisfactory response is received within an additional three days, DOT is authorized to terminate services.⁴⁹

Analysis

Student’s IEP includes transportation services as a related service. OSSE concedes that it is responsible for providing transportation services to Student as a special education student eligible for transportation services.⁵⁰

The parents herein essentially gave up trying to work with DOT to solve Student’s transportation problems after the first two weeks of the school year. Witness A, Student’s mother, testified that as of September 13, 2023, they unilaterally elected to provide Student’s roundtrip transportation to school for three reasons. DOT transportation was unreliable and the ride time was excessive. Moreover, use of rideshare options was unacceptable because their very young child would not be accompanied by a trusted adult. The parents seek reimbursement for their lost wages and for the expenses incurred providing Student’s transportation during the 2023-24. The parents’ entitlement to reimbursement for expenses incurred providing Student’s transportation to and from school depends upon a determination that their decision to abandon DOT transportation was justified.

⁴³ D.C. Code § 38-2907.

⁴⁴ The *Policy* is published on OSSE’s website:

<https://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/OSSE%20Transportation%20PolicyV07292014.pdf>.

⁴⁵ *Id.* at 3.

⁴⁶ *Id.* at 4-7.

⁴⁷ *Id.* at 11.

⁴⁸ *Id.* at 12.

⁴⁹ *Id.* at 9.

⁵⁰ *Response* at 2.

The parents elected to provide Student's transportation because they believed the ride time was excessive. Witness A testified that on September 5, 2023, DOT informed the parents that Student's pickup time would change from 7:42 to 7:00 a.m. The parents believed this to be unacceptable because it would require them to get up at 5:00 a.m. to get Student ready for school. Witness B, DOT's Compliance Specialist, testified that Student's pickup time was changed to facilitate on-time arrival at School A for all riders on Student's bus route.

The bell time at School A is 8:45 a.m. Thus, DOT set an expected arrival time for the bus at School A of 8:15 to 8:35 a.m. Once Student's pickup time was changed to 7:00 a.m., the bus arrived at Student's pickup location at 7:00 on September 6th and arrived at School A at 8:15. On September 11th, the bus arrived at the pickup location at 7:10 a.m. and at School A at 8:15. On September 12th, the bus arrived at the pickup location at 7:10 and at School A at 8:20. Thus, the pickup time of 7:00 would allow the bus to meet the expected 8:15 – 8:35 a.m. arrival window at School A, and the ride time would not exceed the current goal of 90 minutes or less, or the previous years' goal of 75 minutes or less.

During the first two weeks of the school year, the bus did not arrive in the morning six times, August 28-31 and September 7-8, 2023. Student did not ride the afternoon bus on five of those days. DOT transported Student both ways on September 1 and 5, 2023, and in the afternoon only on September 6th.

DOT's performance during the first two weeks was inconsistent, unreliable, and unquestionably poor, with six no-shows. However, by September 1st, DOT had corrected the pickup location error, and was within the on-time window in the morning on Friday, September 1st, Tuesday, September 5th, and Wednesday September 6th. During the first two days of the third week, the bus was on-time on the mornings of September 11th and 12th (7:10 both days), but Student did not ride in the morning or afternoon. Witness A conceded that as of September 13, 2023, the parents decided to forego DOT transportation.

The failure to appear for the on-time morning buses on September 11th and 12th indicates that the parents would not accept the 7:00 a.m. pickup time. As was previously discussed, this pickup time was not unreasonable, as it produced an on-time arrival at School A with a ride-time of 75 minutes for Student. While the bus was late on September 13th and early on September 14th and September 15th, Petitioner's Exhibit P20 reveals that DOT provided the parents texts informing them when the bus would be outside the expected arrival window. I conclude that there was insufficient justification for the parents to reject transportation service from DOT and to expect to be reimbursed for providing Student's transportation on their own.

RELIEF

For relief, Petitioner requested (1) compensatory education, (2) attorney's fees, (3) injunctive relief, (4) reimbursement for travel expenses, and (5) reimbursement for lost wages. Petitioner did not retain an attorney for this proceeding, and Hearing Officers have no role in the awarding of attorneys' fees in this jurisdiction. I am also unaware of any precedent under IDEA to award reimbursement for lost wages. The parents offered no persuasive explanation for their failure to request reimbursement for DOT's no-shows during the first two weeks of the school year. Nevertheless, I will order reimbursement for five roundtrip no-shows on August 29, 30, and

31, and September 7-8, 2023, concluding that the parents were justified in picking up Student in the afternoon when the bus did not appear in the morning, and for the no-show in the morning of August 28, 2023. Petitioner made no showing of Student's entitlement to compensatory education services; there was no showing that DOT's failures resulted in any loss of classroom instruction.

ORDER

Upon consideration of the *Complaint*, the *Response*, the exhibits admitted into evidence, the testimony of the witnesses during the hearing, and the parties' closing arguments, it is hereby

ORDERED, that within fifteen business days of the issuance of this order, Respondent shall reimburse Petitioner in the amount of \$73.26⁵¹ for failure to provide Student transportation services on August 28, 29, 30, and 31, and September 7-8, 2023.

APPEAL RIGHTS

This decision is final except that either party aggrieved by the decision of the Impartial Hearing Officer shall have ninety (90) days from the date this decision is issued to file a civil action, with respect to the issues presented in the due process hearing, in a district court of the United States or the Superior Court of the District of Columbia as provided in 34 C.F.R. §303.448 (b).

Terry Michael Banks
Terry Michael Banks
Hearing Officer

Date: March 4, 2024

Copies to: Petitioner
 Attorney A
 Attorney B
 OSSE Office of Dispute Resolution

⁵¹ \$1.48/mile x 4.5 miles x 11 trips = \$73.26.