

**STATE PUBLIC CHARTER SCHOOL AUTHORITY  
COMPLAINT INVESTIGATION  
(#SC110321)**

*Report Issued on December 29, 2021*

**INTRODUCTION**

On November 3, 2021 the Nevada Superintendent of Public Instruction received a Complaint from a Parent alleging violations of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq., and the IDEA regulations, 34 C.F.R. Part 300; and Chapter 388 of the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC).

The allegation in the Complaint was that Imagine School Mountain View (ISMV)/State Public Charter School Authority (SPCSA) failed to comply with the terms of a settlement agreement dated April 29, 2021 with regard to paying for a comprehensive psychoeducational evaluation with a certified professional selected from a list of named providers. The settlement agreement resulted from a due process hearing and both SPCSA and ISMV were parties and signed the settlement agreement. (Finding of Fact (FOF) #1) The Parent's proposed resolution was for the SPCSA-sponsored school, ISMV, to honor the terms of the settlement agreement and send payment to a specifically named provider.<sup>1</sup>

SPCSA is the local educational agency for all purposes for the charter schools it sponsors, including the provision of a free and appropriate public education to each enrolled student and the provision of special education and related services by the SPCSA-sponsored charter school. NRS §388A.159. The named charter school, ISMV, is sponsored by SPCSA.

ISMV's response submitted on behalf of SPCSA asserted a lack of clarity on the relevant statute, regulation, or legal obligation allegedly violated, NDE's or SPCSA's authority to enforce the terms of the settlement agreement or whether any alleged breach of the settlement agreement is in any way actionable by NDE and SPCSA. NDE's jurisdiction and authority over an alleged failure to comply with a settlement agreement resulting from a due process hearing arises under NRS §388.4685.

In relevant part, NRS §388.4685 provides that if a local educational agency or the governing body of a charter school fails to comply with the decision of a Hearing Officer or a settlement agreement resulting from a due process hearing, the parent may file a State Complaint with NDE pursuant to Title 34 C.F.R. § 300.153. After investigating the Complaint and providing the local educational agency or governing body with an opportunity to respond to the complaint, including, without limitation, any mitigating factors, NDE must issue a written decision concerning the Complaint and if NDE finds that the local educational agency or governing body has failed to comply with the decision or settlement agreement, as applicable, NDE must take any measures that NDE determines necessary to ensure that the local educational agency or governing body complies with the decision or settlement agreement, as applicable.

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<sup>1</sup> The Parent indicated in the interview with the Investigator that she intended to also request the investigation of ISMV's compliance with the requirements of the independent educational evaluation process under IDEA, 34 C.F.R. §300.502, generally. The Parent was informed that the current scope of the investigation was determined based on the stated violation in the Complaint and did not include this intended violation, but that the Parent could file an amended Complaint or a new Complaint if she elected to do so. The Parent declined to do so at the time of the interview. (November 19, 2021 Parent Interview)

In this case, as discussed above, SPCSA is the local educational agency for ISMV for all purposes. While both ISMV and SPCSA were specifically named in the Complaint, the governing board of ISMV was not named as a responsible public agency in the State Complaint. As such, NDE has jurisdiction over SPCSA as the local educational agency for ISMV in this State Complaint.

In the November 8, 2021 issue letter to SPCSA, NDE requested additional documents and information in order to investigate the State Complaint. SPCSA was notified in that same correspondence that if SPCSA disputed the allegations of noncompliance in the Complaint, the submitted documents and information must include a denial of the alleged noncompliance; a brief statement of the factual basis for the denial; and specifically reference the documentation provided to NDE that factually supported the denial and that a failure to do so by November 23, 2021 or an extended timeline authorized by NDE, would be considered a concession of noncompliance for purposes of this State Complaint. SPCSA did timely respond through ISMV and dispute the allegation of noncompliance in the Complaint in its entirety. (ISMV's response on behalf of SPCSA will be referred to as SPCSA's response hereinafter.)

SPCSA requested two extensions of the timeline for providing a response to, and documentation for, this Complaint due to an intervening holiday and the absence of several members of SPCSA and the school. NDE granted the requested extensions for both the Parent and SPCSA, but determined it was unnecessary to extend the timeline of January 2, 2021 for issuing the decision as a result of these extensions

The settlement agreement at issue, the Parent's Complaint and documents submitted with the Complaint, and thereafter, and the denial of all claims and all documents submitted by SPCSA in response to the issue in the Complaint were reviewed in their entirety in this investigation. The Parent requested an opportunity to provide information orally as well as in writing and NDE did afford the Parent this additional opportunity on two occasions. (See 34 C.F.R. §300.152(a)(2)) The Findings of Fact cite the source(s) of the information determined necessary to resolve the issue in this Complaint.

## **COMPLAINT ISSUE**

The allegation in the Complaint that is under the jurisdiction of NDE to investigate through the special education complaint process raises the following issue for investigation:

**Issue:** Whether SPCSA complied with the IDEA and NAC, Chapter 388, with regard to complying with a term of the April 29, 2021 settlement agreement entered into between SPCSA, ISMV, and the Parent, specifically with regard to the SPCSA-sponsored charter school, ISMV, paying for a comprehensive psycho-educational evaluation with a certified professional selected from a list of providers named in the settlement agreement.

## **FINDINGS OF FACT**

1. Parent filed for a due process hearing pursuant to IDEA on February 12, 2021. The Due Process Complaint included the issue of SPCSA's and ISMV's timely assessment of the student in areas of suspected disability. The Due Process Complaint was resolved by entry of a Compromise and Release Agreement (Settlement Agreement) between the Parent, ISMV and SPCSA. The Settlement agreement was signed by the Counsel for SPCSA on

April 28, 2021 and signed by the Parent and her Counsel and the Counsel for ISMV on April 29, 2021. (April 29, 2021 Settlement Agreement, Due Process Complaint, Hearing Officer Order of Withdrawal)

2. While the Settlement Agreement includes other agreements between the Parent, SPCSA and ISMV, only the payment for the comprehensive psychoeducational evaluation with a certified professional is at issue in this Complaint as set forth in subsection (a) below. In relevant part, the terms of the April 29, 2021 Settlement Agreement provide:
  - a. “The Parties understand and agree that IMAGINE will pay for a comprehensive psychoeducational evaluation with a certified professional selected by PETITIONER from the list of providers attached hereto as Exhibit A.”
  - b. Both IMAGINE and PETITIONER understand and agree that they will each be entitled to a copy of the report generated by the certified professional conducting the evaluation set forth in paragraph 1.”
  - c. PETITIONER and IMAGINE understand and agree that the payment referenced in paragraph 4 will be directly to the provider. PETITIONER will select the provider and notify IMAGINE’S Director of Special Education of the agreed-upon scope of services so that payment arrangements may be made with the provider...It is understood that some providers may agree to invoice IMAGINE as services are provided, in an amount not to exceed the scope of services agreed to with PETITIONER, while other providers may require an advance payment for agreed-upon increments of services.”
  - d. Following completion of the comprehensive psychoeducational the parties agreed to schedule and participate in a facilitated IEP Team meeting with a state-appointed IEP Facilitator. (Settlement Agreement)
3. The referenced Exhibit A to the Settlement Agreement was Clark County School District’s Independent Educational Evaluation Referral List for psychoeducational evaluations and neuropsychological and psychoeducational evaluations. Neither the Parent nor SPCSA or ISMV disputed that this list of providers was the agreed-upon list of certified professionals. (Hereinafter, Certified Professionals.) (Settlement Agreement, Exhibit A - List of Providers)
4. The list of Certified Professionals distinguished between providers of psychological evaluations and providers of neuropsychological and psychoeducational evaluations. All of the providers reflected in communications between ISMV and the Parent regarding selection were providers of both neuropsychological and psychoeducational evaluations. (Settlement Agreement, Exhibit A)
5. The Settlement Agreement does not include a time period for the Parent to select a Certified Professional. (Settlement Agreement)
6. In SPCSA’s response, SPCSA asserted “time was of the essence” and the Parent did not act with a “sense of urgency” in complying with the terms of the Settlement Agreement. After denying SPCSA’s breach of the Settlement Agreement with the Parent, SPCSA asserted that the Parent breached the Settlement Agreement, specifically the language bolded below in paragraph number 20 of the Settlement Agreement:

20. *Full Cooperation in Consummating Agreement.* Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be **necessary or appropriate to**

**give full force and effect to the terms and intent of this Agreement.** (SPCSA Response, Settlement Agreement)

7. Any modification of the Settlement Agreement is required to be by writing only and signed by all of the parties. No modification of the Settlement Agreement was made in writing and signed by all of the parties. The Settlement Agreement also provides that any uncertainty or ambiguity cannot be interpreted against any one Party. (Settlement Agreement, Paragraph numbers 24 and 26, Review of the Record)
8. On August 1, 2021, Counsel for ISMV notified the Parent's Counsel that: "If your client does not provide my client with her selection of a certified professional from Exhibit A to the agreement by August 6, 2021, we consider this provision of the settlement agreement waived by your client and will finalize the IEP as is without any modification from the last version prepared by the IEP Team. (August 1, 2021 Email Correspondence to Parent's Counsel)
9. On August 3, 2021, Counsel for ISMV notified the Parent: "You must comply with the terms of the agreement or forever waive your rights related to the litigated issues we resolved through the settlement agreement. You have until Friday August 6, 2021, to make your selection." It remains the position of SPCSA that the Parent waived her rights under the Settlement Agreement by failing to make a timely selection. (August 3, 2021 ISMV Email Correspondence with Parent, SPCSA Response)
10. On August 3, 2021, the Parent responded to ISMV's August 3, 2021 notice of waiver of rights: "I want to make it very clear that I am not waiving any IDEA procedural safeguard rights. This also includes any deadline dates that you have mentioned in your last email. As you are aware, the delays have been related to the difficulty in getting providers to work with us and schedule an appointment..." (August 3, 2021 Parent Email Correspondence)
11. On or about May 14, 2021, the Parent selected the Certified Professional who later conducted the evaluation that is the subject of this Complaint. ISMV contacted the Certified Professional's office and provided the requirements of the evaluation. On May 18, 2021, the selected Certified Professional contacted declined to conduct the evaluation. ISMV requested the Parent choose another provider and the Parent did so on May 25, 2021. On June 9, 2021, ISMV notified the Parent that this new Certified Professional also declined to conduct the evaluation. Parent was instructed by selected Certified Professionals to check back in the Fall due to waitlists. (Neither SPCSA nor ISMV contested that there were existing waitlists for testing services in the area during this time period.) (SPCSA Response, Parent, ISMV, and Certified Professional Email Communications, Review of the Record)
12. On October 26, 2021, the Parent notified ISMV that she was able to get an appointment with one of the Certified Professionals for the comprehensive psychoeducational evaluation of the student commencing November 15, 2021 and the fee for the comprehensive psychoeducational evaluation was in the amount of \$2,600.00 to be paid in advance. This Certified Professional was one previously contacted by ISMV who had declined to conduct the evaluation. (October 26, 2021 Parent Email Correspondence)
13. On November 1, 2021, after noting the passage of six months and repeated attempts of ISMV for the Parent to make a selection, ISMV responded to the Parent's October 26, 2021 notification of the scheduled evaluation with the Certified Professional that the selection would not be honored and that the Parent had waived her rights by failing to "abide by the

- terms of the settlement agreement.” (November 1, 2021 ISMV Email Correspondence to Parent)
14. Notwithstanding ISMV’s response to the selection, the Parent proceeded with the evaluation by the Certified Professional which commenced with an intake telehealth appointment on November 15, 2021. After the intake telehealth appointment, the neuropsychological evaluation of the student in the Doctor’s physical office was conducted on November 30, 2021, December 2, 2021, and December 16, 2021 and ended with a feedback appointment with the Parent in the Doctor’s physical office on December 20, 2021. (October 19, 2021 Email from Certified Professional’s Office, December 13 and 14, 2021 Email Responses from Parent, December 21, 2021 Email from Certified Professional’s Office and Kept Appointments Document)
  15. Prior to the intake appointment on November 15, 2021, the Certified Professional required complete payment in the amount of \$2,600.00 to conduct the evaluation of the student. On November 15, 2021, the Parent paid the \$2,600.00 advance for the evaluation by the Certified Professional by credit card. The invoice lists the advance as a retainer for a “neuropsychological evaluation.” The Parent was provided the opportunity to submit documentation from the credit card company on any charged interest, and did so. As of December 3, 2021, no interest had been charged on payment for the evaluation and no interest rate was provided in the documentation. ((October 19, 2021 Email from Certified Professional’s Office, November 15, 2021 Payment Receipt, Parent’s Credit Card Bill)
  16. Parent requested the Certified Professional match the testing ISMV conducted in November 2020 in the following areas: Educational history/ background, Cognitive Functioning and Ability, Academic Achievement, Social-Emotional Assessment and Adaptive Skills. ISMV’s November 18, 2021 Psychoeducational Report on the student includes all of these areas as components of the previously conducted comprehensive psychoeducational evaluation. (December 13, 2021 Email Response from Parent, ISMV November 18, 2021 Psychoeducational Report)
  17. The Certified Professional informed the Parent that the final evaluation Report would take approximately six to seven weeks after the December 20, 2021 feedback appointment. (December 21, 2021 Email from Certified Professional)
  18. ISMV’s Guidelines and Requirements for an independent educational evaluation provide that an independent educational evaluation at public expense may also include reasonable related expenses (such as transportation costs) at the State approved rate, upon approval of the ‘district’. (ISMV January 15, 2020 Prior Written Notice to Parent – Independent Educational Evaluation Request and Attachments)
  19. It is 61.6 miles<sup>2</sup> round trip from the Parent’s and student’s place of residence to the Certified Provider. (Google Maps)
  20. The rate of mileage reimbursement for the use of a personal vehicle is as follows:

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<sup>2</sup> In the absence of documentation of the miles driven for the required in-person sessions at the Certified Provider’s office, the distance between the residence of the student and the Parent and the office of the Certified Provider was calculated using Google Maps. According to Google Maps, using the fastest route the trip is 30.8 miles one way, with a round trip of 61.6 miles.

- a. For an employee using his/her own personal vehicle for the State's convenience, the mileage reimbursement is 56 cents per mile.
- b. For an employee using his/her own personal vehicle for the employee's convenience, the employee will be reimbursed at one-half the standard mileage reimbursement rate, 28 cents per mile. (State Mileage Reimbursement Rate, January 14, 2021)<sup>3</sup>

## CONCLUSIONS OF LAW

**Issue:** Whether SPCSA complied with the IDEA and NAC, Chapter 388, with regard to complying with a term of the April 29, 2021 Settlement Agreement entered into between SPCSA, ISMV, and the Parent, specifically with regard to the SPCSA-sponsored charter school, ISMV, paying for a comprehensive psychoeducational evaluation with a certified professional selected from a list of providers named in the Settlement Agreement.

As previously discussed, following resolution of a Due Process Complaint by a Hearing Officer decision or settlement agreement, the student - or parents of student under the age of majority - who was the subject of a Due Process Complaint may file a State Complaint with NDE regarding the local educational agency's compliance with the settlement agreement. NDE must issue a written decision concerning the Complaint and if NDE finds that the local educational agency or governing body has failed to comply with the decision or settlement agreement, as applicable, NDE must take any measures that NDE determines necessary to ensure that the local educational agency or governing body complies with the decision or settlement agreement, as applicable. NRS §388.4685.

In this case, the student's Parent filed a special education Due Process Complaint on February 12, 2021 and it was resolved by entry of a Settlement Agreement between the Parent, ISMV and SPCSA executed by the parties on April 29, 2021. (FOF #1) It is uncontested that the April 29, 2021 Settlement Agreement between the Parent, SPCSA and ISMV required ISMV to pay for a psychoeducational evaluation of the student by a Certified Professional selected by Parent from the list of providers. (FOFs #2, #3) What is at issue in this Complaint is whether the selection of the Certified Professional was required by a date certain and, if the Parent did not exercise the selection by such date, whether the Parent either waived or breached this agreed-upon term of the Settlement Agreement. (FOFs #6, #8 -#10, #13)

After the Settlement Agreement, the Parent actively attempted to select a Certified Professional commencing on or about May 14, 2021. On at least two occasions, Certified Professionals selected by the Parent notified ISMV that they declined to conduct the evaluation. The Parent's selection of a Certified Professional who would agree to conduct the evaluation was further complicated by a waitlist for testing services. (FOF #11)

On October 26, 2021, the Parent notified ISMV of the selection of a Certified Professional (FOF #12) in accordance with the terms of the agreement. (In that same notice, the Parent also notified ISMV of the date of the appointment with the selected Certified Professional for the conduct of the evaluation and the quoted \$2,600.00 fee.) Rather than proceeding with making payment arrangements with the provider, the SPCSA-sponsored charter school notified the Parent that the

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<sup>3</sup> [https://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/Policy\\_Directives/2021/2021-01\\_State\\_Mileage\\_Reimbursement\\_Rate.pdf](https://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/Policy_Directives/2021/2021-01_State_Mileage_Reimbursement_Rate.pdf)

selection would not be honored and that the Parent had waived her rights by failing to “abide by the terms of the settlement agreement.” (FOF #13)

Notwithstanding the ISMV’s assertion that the Parent had waived her rights by the selection of the Certified Professional approximately six months after the Settlement Agreement (FOF #14), the Settlement Agreement did not include a date certain by which the Parent’s selection of the Certified Professional had to be completed. (FOFs #2, #5) ISMV’s unilateral establishment of a date by which the Parent was required to select a Certified Professional was counter to paragraph number 26 of the Agreement that required any modification of the Agreement to be in writing and signed by all of the parties. Neither the Parent nor SPCSA agreed to ISMV’s modification of the Settlement Agreement by the inclusion of the date by which the Parent was required to select a Certified Professional (FOFs #5, #7, #10)

SPCSA’s response also asserted that “time was of the essence” and action by the Parent with a “sense of urgency” was an additional action necessary or appropriate to give full force and effect to the terms and intent of the Settlement Agreement in accordance with paragraph number 20 of the Agreement. Accordingly, it is SPCSA’s alternative position that the Parent breached the Settlement Agreement by failing to cooperate in the completion of this necessary or appropriate additional action. (FOF #6)

In the absence of these explicit time limitations as terms in the Settlement Agreement, NDE declines to interpret the Agreement as posited by SPCSA. Paragraph number 24 of the Settlement Agreement provides that the Settlement Agreement is not to be construed as drafted by one party and any uncertainty or ambiguity cannot be interpreted against any one Party. (FOF #7) As such, even assuming for the sake of argument that the absence of a time requirement is uncertain or ambiguous, NDE’s interpretation of the Settlement Agreement consistent with SPCSA’s interpretation of an intended date certain or additional necessary or appropriate action to be taken with a “sense of urgency” would be an interpretation against one party, the Parent.

Therefore, it is determined that the Parent did fully cooperate in the consummation of the Settlement Agreement term to select a Certified Professional and notify ISMV of that selection, including with regard to the evaluation selection on October 26, 2021. As such, SPCSA was required to comply with, or ensure compliance with, the term of the April 29, 2021 Settlement Agreement that the SPCSA-sponsored charter school ISMV would pay for a comprehensive psychoeducational evaluation with a Certified Professional selected by Parent, and did not.

*Therefore, SPCSA failed to comply with the IDEA and NAC, Chapter 388, with regard to complying with a term of the April 29, 2021 Settlement Agreement entered into between SPCSA, ISMV, and the Parent, specifically with regard to the SPCSA-sponsored charter school, ISMV, paying for a comprehensive psychoeducational evaluation with a certified professional selected from a list of providers named in the Settlement Agreement.*

### **Corrective Action**

NDE’s determination that SPCSA has failed to comply with the term of the April 29, 2021 settlement agreement to pay for a comprehensive psychoeducational evaluation of the student with a Certified Professional requires NDE to take any measures that NDE determines necessary to ensure that SPCSA complies with the Settlement Agreement. NRS §388.4685.

As discussed previously, the Parent's proposed resolution in this Complaint was for the SPCSA-sponsored school, ISMV, to directly pay the Certified Professional who agreed to conduct the evaluation of the student in advance of the evaluation of the student to commence November 15, 2021. Given the passage of time, in the course of the investigation of this Complaint, the Parent privately paid for the scheduled evaluation of the student that she believed was a comprehensive psychoeducational evaluation and the evaluation was completed on December 20, 2021 with the final report to follow. (FOFs #14, #15)

Of concern, however, is that the parentally-obtained evaluation as documented on the Certified Professional's invoice may have been a neuropsychological evaluation of the student, rather than the agreed-upon comprehensive psychoeducational evaluation in the Settlement Agreement. (FOF #15) If the obtained evaluation was a deviation from the Settlement Agreement, even if unintended, that deviation must be considered in the determination of the appropriate corrective action.

NDE has "broad flexibility to determine the appropriate remedy or corrective action necessary to resolve a complaint in which the SEA has found that the public agency has failed to provide appropriate services to children with disabilities." (See Federal Register / Vol. 71, No. 156 / Monday, August 14, 2006 / Rules and Regulations, pg.46602, NRS §388.4685(2)) NDE carefully considered alternative remedies and determined the appropriate remedy in this case was payment for the parentally-obtained evaluation for the following reasons:

- a. The evaluation of the student has been completed and the Certified Professional who conducted the evaluation was on the list of professionals qualified to conduct neuropsychological and psychoeducational evaluations and was previously contacted by ISMV for the conduct of the evaluation of the student, including the requirements of the agreed-upon evaluation. (FOFs #3, #4, #11, #12)
- b. As previously discussed, consistent with the terms of the Settlement Agreement, on October 26, 2021 the Parent notified ISMV of the selection of the Certified Professional. Pursuant to the terms of the Settlement Agreement, this notification to ISMV of the agreed-upon scope of services was so that payment arrangements could be made with the provider. ISMV elected not to make payment arrangements with the selected Certified Professional for the agreed-upon scope of services, a comprehensive psychoeducational evaluation. (FOFs #12-#13) Had ISMV done so, the scope of services could have been clearly established consistent with the Settlement Agreement.
- c. The Parent requested the Certified Professional match the testing ISMV conducted in November 2020 in designated areas. ISMV's November 18, 2021 Psychoeducational Report on the student includes all of the requested areas as components of the comprehensive psychoeducational evaluation. (FOF # 16)

Given the above-described reasons, NDE determined the actions of the Parent were reasonable in proceeding with the Certified Professional's evaluation characterized as a neuropsychological evaluation.

### **Order of Corrective Action**

Given the nature of the violation, compensatory reimbursement for the costs of the neuropsychological evaluation of the student is warranted. The ordered compensatory reimbursement includes the verified cost of the evaluation paid by the student's Parent in advance of the evaluation (FOF #15) and the reasonable related expense of the cost of transportation to complete the evaluation as set forth in ISMV's Guidelines and Requirements for an independent



educational evaluation.<sup>4</sup> (FOFs #14, #18, #19) For purposes of this investigation, NDE determined that the State-approved rate of 56 cents per mile established for the use of a personal vehicle for the State's convenience (FOF #19) is the appropriate rate for reimbursement.

### **Student-Specific Remedy<sup>5</sup>**

SPCSA, as the responsible local educational agency party to this Complaint, remains responsible for the implementation of this Order of Corrective Action. (The manner in which SPCSA exercises its local educational agency responsibilities relative to the sponsored charter school, ISMV, including in the implementation/enforcement of this ordered remedy, is outside the scope of this investigation.)

As soon as possible, but no later than **15 business days of the receipt of this Report**, SPCSA must either ensure a payment is made or make a payment in the amount of \$2737.98<sup>6</sup> to the Parent. (If payment is mailed to the Parent, it must be mailed on or before **12 business days** to the address of residence on the State Complaint and that action will satisfy the 15-business day requirement.) SPCSA must provide NDE documentation of the completion of this directed action within 15 business days of its completion.

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<sup>4</sup> Given the absence of documentation of the interest rate on the credit card the Parent utilized to pay the Certified Provider on November 15, 2021, the Investigator was unable to calculate the interest, if any, incurred by the Parent by the advance payment of the Provider's fee. (FOF #15) Therefore, no reimbursement is provided relative to this cost, if any.

<sup>5</sup> While the Settlement Agreement includes actions agreed upon by the Parent, SPCSA and ISMV after the conduct of the evaluation, these prospective actions were not the subject of this Complaint. As such, this Order of reimbursement for the conduct of the evaluation of the student is neither conditioned on implementation of these or any other agreed upon actions in the Agreement nor otherwise impacts those agreed-upon prospective actions.

<sup>6</sup> This amount represents the cost of the evaluation, \$2,600.00, and the cost of the use of a personal vehicle per mile for the four in-person appointments at the Certified Professional's place of business. (In the absence of documentation of the miles driven for the four required in-person sessions at the Certified Provider's office, the distance between the residence of the student and the Parent and the office of the Certified Provider was calculated using Google Maps. According to Google Maps, using the fastest route the trip is 30.8 miles one way, with a round trip of 61.6 miles (FOF #19) and four round trips totaling 246.4 miles. At the calculated rate of 56 cents a mile, the reimbursement amount is \$137.98.