BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

CUPERTINO UNION SCHOOL DISTRICT,

CUPERTINO UNION SCHOOL DISTRICT BOARD OF EDUCATION,

AND YMCA OF SILICON VALLEY.

OAH CASE NUMBER 2025110210

ORDER DETERMINING NON-EXPEDITED CLAIMS PARTIALLY SUFFICIENT

NOVEMBER 25, 2025

On November 5, 2025, Student filed a Due Process Hearing Request, called a complaint, with the Office of Administrative Hearings, referred to as OAH, naming Cupertino Union School District, Cupertino Union School District Board of Education, and YMCA of Silicon Valley. On November 20, 2025, Cupertino Union School District filed a Notice of Insufficiency as to the complaint.

The named parties have the right to challenge the complaint's sufficiency. (20 U.S.C. § 1415(b) & (c).) The party filing the complaint is not entitled to a hearing unless the complaint meets the requirements of title 20 United States Code section 1415(b)(7)(A).

Title 20 United States Code section 1415(k)(3) permits a party to request an expedited hearing for specific reasons. Specifically, an expedited hearing can be requested to appeal to appeal a disciplinary change of placement, such as placement in an alternative education setting or a manifestation determination regarding student conduct. This section requires an expedited hearing start within 20 school days from the hearing request. There is no provision for expedited hearings under section 1415(k) to test the complaint's sufficiency. Indeed, there is insufficient time to complete the notice of insufficiency process in expedited hearings.

A complaint is sufficient if it:

1. describes the problem relating to the proposed change regarding the student's identification, evaluation, or educational placement, or providing the student a free appropriate public education, called FAPE;
2. includes facts about the problem; and
3. includes a proposed resolution to the extent known and available to the party at the time.

(20 U.S.C. § 1415(b)(7)(A)(ii)(III) & (IV).) These requirements prevent vague and confusing complaints and promote fairness by providing the named parties with sufficient information to know how to prepare for the hearing and how to participate in resolution sessions and mediation. (See H.R.Rep. No. 108-77, 1st Sess. (2003), p. 115; Sen. Rep. No. 108-185, 1st Sess. (2003), pp. 34-35.)

The complaint provides enough information when it provides "an awareness and understanding of the issues forming the basis of the complaint." (Sen. Rep. No. 108-185, *supra*, at p. 34.) The pleading requirements should be liberally construed in light of the broad remedial purposes of the Individuals with Disabilities Education Act, called IDEA, and the relative informality of the due process hearings it authorizes. (*Alexandra R. ex rel. Burke v. Brookline School Dist.* (D.N.H., Sept. 10, 2009, CIV. 06-CV-0215-JL) 2009 WL 2957991[nonpub. opn.]; *Escambia County Board of Educ. v. Benton* (S.D.Ala. 2005) 406 F.Supp.2d 1248, 1259-1260; *Sammons v. Polk County School Board* (M.D.Fla., Oct. 28, 2005, 8:04CV2657T24EAJ) 2005 WL 2850076 [nonpub. opn.]; but cf. *M.S.-G v. Lenape Regional High School Dist. Board of Educ.* (3d Cir. 2009) 306 Fed.Appx. 772, 775 [nonpub. opn.].) Whether the complaint is sufficient is a matter within the sound discretion of the Administrative Law Judge. (*Assistance to States for the Educ. of Children with Disabilities & Preschool Grants for Children with Disabilities* (Aug. 14, 2006) 71 FR 46540-46541, 46699.)

Cupertino specifically contests the sufficiency of issues numbered in Student's complaint as 2 through 18, and 51 through 67, which Student identifies as expedited issues. Cupertino argues those issues are "expedited" only as a result of the wording of Student's complaint, asserting "the Respondent"—which is ambiguous because Student asserted all claims against three respondents – "violate[d] Title 20 United States Code section 1415(k)" by "removing" Student from various activities, that are each individually numbered, such as book reading time and nap time. Cupertino complains Student fails to state claims that are genuinely related to the expedited due process hearing mechanism and argues allowing Student to take to hearing these issues that fail to state a claim upon which relief can be granted under the law is absurd and a huge drain on public resources of both OAH and Cupertino.

Notwithstanding the merits of Cupertino's characterization of the expedited claims in Student's complaint, and the facial insufficiency of asserting "the Respondent" did or failed to do a thing when there are three respondents separately named in the complaint, the IDEA and California's Education Code do not have a process for challenging the sufficiency of a complaint asserting claims that are phrased as expedited ones. If Student takes these claims to hearing and loses them, the law allows Cupertino to seek recovery for its attorney's fees if Student is determined to have brought and lost claims that were frivolous, unreasonable, without foundation, or to have presented claims for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation. (20 U.S.C. § 1415(i)(3)(b)(II), (III).) That would be Cupertino's sole remedy for Student's frivolous, so-called "expedited" claims. Further, nothing in this Order prevents Cupertino from seeking clarification of the expedited issues at the expedited prehearing conference.

Cupertino also asserts all but the issues numbered 40, 44, 46, 48, and 49 are either insufficiently pleaded or are outside OAH's jurisdiction. This Order does not dismiss any claims as being outside OAH's jurisdiction and Cupertino may and must file a separate motion to dismiss claims on any basis, including that any specific claim is outside OAH's jurisdiction, outside the statute of limitations, or is barred by a prior settlement agreement. This Order only determines whether each issue asserted by Student was pleaded in a way that provided the named parties with sufficient information to know how to prepare for the hearing and how to participate in a resolution session and mediation. The fact that some claims have enabled Cupertino to determine that its defenses to those claims are that OAH does not have jurisdiction to resolve the issues, and/or the claims are barred either by the two-year statute of limitations or a settlement agreement from April 2025, reflects that the issues may be sufficiently pleaded for purposes of surviving a notice of insufficiency.

Since April 2025, Student filed six due process complaints with OAH that asserted both expedited and non-expedited claims naming Cupertino. The cases were designated by OAH as case numbers:

- 2025040244 (dismissed on April 11, 2025, based on a combined settlement of this case as well as a case filed by Student and a case filed by Cupertino in fall 2024);
- 2025041265 (expedited hearing held beginning May 28, 2025, and Decision issued on June 27, 2025);
- 2025060187 (dismissed by OAH on July 7, 2025, based on Student's failure to prosecute);
- 2025080032 (dismissed by OAH on September 5, 2025, based on Student's failure to file an amended complaint after the non-expedited claims of the complaint were determined insufficiently pleaded);
- 2025090479 (dismissed on October 6, 2025, at Student's request); and
- 2025110210 (current complaint).

In the same period, Student filed other cases that asserted both expedited and non-expedited claims against the other named parties to this case:

- 2025080037, naming only YMCA of Silicon Valley "via Cupertino Union School District" (dismissed by OAH on August 18, 2025, based on the YMCA of Silicon Valley not being a public agency over which OAH has jurisdiction);
- 2025090579, naming only YMCA of Silicon Valley (dismissed by OAH on September 23, 2025, based on the YMCA of Silicon Valley not being a public agency over which OAH has jurisdiction); and

- 2025090763, naming only Cupertino Union School District Board of Education (dismissed by OAH on September 23, 2025, based on the School Board not being a public agency over which OAH has jurisdiction).

Student filed the current complaint on November 5, 2025. The 71-page complaint, which begins the claims on page 16 – labeled as page 1 of Student's attachment – , asserts 67 enumerated issues, many with multiple subparts. The issues and relevant time periods are almost identical to those pleaded in Student's previously filed due process complaints. Student's complaint includes issues that OAH previously determined to be insufficiently pleaded in OAH case numbers 2025041265, 2025080032, and 2025090479, and did not include the additional necessary allegations Student has been informed were missing. Pages 27 through 42, numbered 12 through 27 of Student's attachment, purport to provide factual allegations regarding issues 1 through 30. Pages 42 through 56, numbered 27 through 41 of Student's attachment, purport to provide factual allegations regarding issues 31 through 67.

But the factual narrative across these pages is impossible to decipher as to what events occurred when and support which enumerated issue. Student's complaint mixes in accusations of violations of the Penal Code, Education Code sections not related to special education, school district policies and plans not related to special education, and other grievances that do not provide Cupertino, Cupertino's School Board, or YMCA of Silicon Valley sufficient information to understand what Student contends each did that denied him a FAPE, under the IDEA. Student repeatedly alleges that actions and inactions of Cupertino, Cupertino's School Board, or YMCA of Silicon Valley violated Student's rights under the IDEA, "Title VI of the Civil Rights Act of 1964, Equal Educational Opportunities Act of 1974 (EEOA), U.S. Department of Education & U.S. Department of Justice policies, U.S. Supreme Court decision in

Plyler v. Doe, 457 U.S. 202 (1982), [and] U.S. Executive Order 13166." But it is very difficult to determine what claims Student assert arise under the only law over which OAH has jurisdiction – the IDEA.

The issues Student numbered 1 through 18 at least facially invoke the expedited procedures under title 20 United States Code section 1415(k) and are not subject to a notice of insufficiency. Issue 1 regarding "basis of knowledge" and "disciplinary actions" relates to the expedited procedures available under title 20 United States Code section 1415(k) although Student did not outright invoke that statute in his statement of the issue.

Issue 19 asserts "the Respondent" violated Education Code sections 51101, 11503, 48985, 49061, and 32282 by imposing wrongful sanctions against Student and Parents. Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 19 is insufficiently pleaded.

Issue 20 asserts "the Respondent" violated Education Code section 48900, subdivision (k)(2), "in connection with the special education process." Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 20 is insufficiently pleaded.

Issue 21 asserts "the Respondent" violated Education Code section 48911 "in connection with the special education process" by subjecting Student to multiple informal suspensions. Student's complaint does not provide Cupertino, Cupertino's

Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 21 is insufficiently pleaded.

Issue 22 asserts "the Respondent" violated Education Code section 46120 "in connection with the special education process." Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 22 is insufficiently pleaded.

Issue 23 asserts "the Respondent" violated Education Code section 42238.07, subdivision (a)(4), by denying Student California Department of Education-mandated "Increased or Improved Services for High Needs Students in the Local Control and Accountability Plan for the 2025-26." Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 23 is insufficiently pleaded.

Issue 24 asserts "the Respondent" violated California Code of Regulations, title 5, section 15496 by denying Student California Department of Education-mandated "Increased or Improved Services for High Needs Students in the Local Control and Accountability Plan for the 2025-26." Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 24 is insufficiently pleaded.

Issue 25 asserts "the Respondent" significantly impeded Parents' opportunity to participate in the decisionmaking process regarding provision of a FAPE to Student by refusing Parent's requests for a trained health/behavioral aide to accompany Student at school. The complaint does not specify when or how or to whom Parent made these alleged requests. Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 25 is insufficiently pleaded.

Issue 26 asserts "the Respondent" denied Student's rights for observations since January 2023, in violation of Education Code section 49091.10. Although not as specific as it could have been, Student's complaint includes factual allegations that indicate Student intended this claim only against Cupertino and relates to some permission Student contends all non-employees/contractors have for 45 minutes of observation per month, and that Cupertino did not allow Parents to observe Student at school monthly since January 2023. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem adequate to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 26 is sufficiently pleaded.

Issue 27 asserts "the Respondent" violated Student's rights under Education Code section 32280 when "the Respondent" "authorized and directed repeated ambushes by staff against Student and parent between March 2025 and September 25, 2025." The complaint alleges events characterized as "ambushes" on:

- March 19, 2025, by Daric Jackson in the afternoon;
- September 4, 2025, by Michael Kim-Stevens while Parent was exiting Faria Elementary School;

- September 24, 2025, by Cynthia Canino and Ranferis Martinez around 2:35 PM while Parent was picking up Student; and
- October 23, 2025, by YMCA employee Ranferis Martinez "at the direction of [Daric] Jackson and [Michael] Kim-Stevens."

Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problems described above to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. However, any other claims Student attempted to assert in issue 27 are insufficiently pleaded.

Issue 28 asserts "the Respondent" denied Student's rights to attend to Expanded Learning Opportunities Program "by adding an unlawful precondition of Meaningful Access Plan fully being in place in September 2025." The complaint alleges "Respondent" "mentioned" on September 18, 2025, that a Meaningful Access Plan had to be in place before Student would be allowed to attend the Expanded Learning Opportunities Program. This detail alone does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 28 is insufficiently pleaded.

Issue 29 asserts "the Respondent" violated Student's right to attend the Expanded Learning Opportunities Program "despite confirmation of registration in ELO-P in school years 2024-2025 and 2025-2026." The complaint alleges "Respondent" "banned" Student from attending the Expanded Learning Opportunities Program since August 14, 2025. This detail alone does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow

Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 29 is insufficiently pleaded.

Issue 30 asserts "the Respondent" denied Student a FAPE by delaying the Meaningful Access Plan meeting until late October 2025. Although thin, this information provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. However, any other claims Student attempted to assert in issue 30 are insufficiently pleaded.

Issue 31 asserts "the Respondent" significantly impeded Parents' ability to "participate in IEP," understood to mean an individualized education program and more broadly the decisionmaking process regarding provision of a FAPE to Student, from December 2022 through the filing of the complaint. The complaint does not specify when or how or possibly who significantly impeded Parents' opportunity to participate in the decisionmaking process regarding provision of a FAPE to Student. Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 31 is insufficiently pleaded.

Issue 32 asserts "the Respondent" denied Student a FAPE since January 2023. This statement of the issue lacks any description of what happened or did not happen since January 2023 that denied Student a FAPE. The factual allegations of the complaint are too rambling and unclear to provide factual support for this overbroad summary Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's

Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 32 is insufficiently pleaded.

Issue 33 asserts "the Respondent" failed to assess Student in all areas of suspected disability to determine eligibility for special education and related services since December 2022. The complaint does not specify what areas of suspected disability Student contends any respondent failed to assess. However, this information can be readily gained through a resolution session, mediation, and at the latest upon request at the non-expedited prehearing conference. While minimal, Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 33 is sufficiently pleaded.

Issue 34 asserts "the Respondent" failed to offer an IEP that was reasonably calculated to enable Student to make progress appropriate in light of his circumstances since December 2022. The complaint does not specify what Student contends he needed that was not offered or when those things were needed. The breadth of goals, placements, related services, modifications, and accommodations a student can require is too great for a local educational agency to understand from Student's general allegation what Student intended to put at issue in this case. Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 34 is insufficiently pleaded.

Issue 35 asserts "the Respondent" failed to offer Student an appropriate educational placement since December 2022. The complaint includes facts regarding

the mix of time Student should have spent in general education and special education settings and Student's disagreement with Cupertino's proposed placement at a different elementary school campus than what Parent wanted. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 35 is sufficiently pleaded.

Issue 36 asserts "the Respondent" failed to offer Student "appropriate services and supports" since December 2022 to address six listed areas:

- Social;
- Emotional;
- Behavioral;
- Academic;
- Transition; and
- Safety.

The complaint does not specifically describe why Student needed services and supports to address those areas or what services and supports Student contends he needed but was not offered. However, this information can be readily gained through a resolution session, mediation, and at the latest upon request at the non-expedited prehearing conference. While minimal, Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 36 is sufficiently pleaded.

Issue 37 asserts "the Respondent" failed to "consistently provide" Student since January 2023 six listed services:

- "Speech language," presumably therapy;
- Physical therapy;
- Occupational therapy;
- "SCIA," understood to be some type of adult aide;
- Behavior therapy; and
- Transportation.

The complaint contends Parents partially revoked consent for special education and related services on November 19, 2024, only regarding placement, but Cupertino stopped providing all special education and related services. Student's complaint states the date as November 19, 2025, which would have been after the complaint was filed. But from context it is understood Student meant November 19, 2024. Student's complaint therefore alleges a failure to implement Student's January 2023 IEP after November 19, 2024. But it does not describe any failures to implement the six listed services for Student after January 2023, but before November 19, 2024. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem as described above to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. However, any other claims Student attempted to assert in issue 37 are insufficiently pleaded.

Issue 38 asserts "the Respondent" failed to implement goals and failed to report on any goal progress since January 2023. Although thin, this information provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and

YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 38 is sufficiently pleaded.

Issue 39 asserts "the Respondent" failed to hold an IEP team meeting within 30 days of Parents' request since December 2022. The complaint fails to specify on what dates Parents requested any IEP team meetings since December 2022 for which any respondent did not convene an IEP team meeting within 30 days. There is only one factual allegation, contextually inferred to have occurred after the November 19, 2024 IEP team meeting, claiming, "With multiple confirmations by the parents that the Student is still eligible for special education while being placed at McAuliffe, the parents reinstated consent and requested an IEP meeting at McAuliffe, which the District has failed to hold as of date of this pleading." Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 39 is insufficiently pleaded.

Issue 40 asserts "the Respondent" failed to hold an IEP team meeting 60 days after Parents signed the assessment plan in March 2025. The complaint specifies Parents signed consent on March 18, 2025. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 40 is sufficiently pleaded.

Issue 41 asserts "the Respondent" denied Student a FAPE by discontinuing transportation services from November 19, 2024, through the filing of the complaint. This issue is duplicative of a sufficiently pleaded part of Issue 37, discussed above.

Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 41 is sufficiently pleaded.

Issue 42 asserts "the Respondent" violated federal regulations that supersede Education Code section 56346, subdivision (f), regarding parental consent from November 2024 through the filing of the complaint. The complaint alleges "the District" failed to follow the proper process required by federal regulations in response to Parents' partial revocation of consent for special education and related services on November 19, 2024. Student states Cupertino should have sent Parents a prior written notice and waited some time before discontinuing any services, but instead immediately stopped providing special education and related services on November 19, 2024. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 42 is sufficiently pleaded.

Issue 43 asserts "the Respondent" violated Education Code section 8482.6, subdivision (a), "in connection with special education processes during the 2024-2025 and 2025-2026 school years." Student's complaint alleges "the District unlawfully requested to collect financial documents that includes [social security number] and other restricted information" related to enrollment in the Expanded Opportunities for Learning Program. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 43 is sufficiently pleaded.

Issue 44 asserts "the Respondent" denied Student a FAPE during the 2024-2025 school year by failing to provide timely prior written notice in response to Parent's September 2024 request for independent educational evaluations. The rest of the complaint does not describe this request. However thin, this statement of the issue provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 44 is sufficiently pleaded.

Issue 45 asserts "the Respondent" violated the "Child Find Mandate under 20 U.S.C. § 1412(a)(3)(A) and 34 C.F.R. § 300.111 around November 2022 and in the subsequent dates." The complaint alleges "District's" initial assessment report in December 2022 confirmed that Student is eligible for special education under the categories of Autism and Speech or Language Impairment, "District's" assessment report in May 2024 confirms that Student is eligible for special education under the categories of Autism and Speech or Language Impairment, and the most recently completed assessment in May 2025 confirms that Student is eligible for special education under the categories of Autism, Speech Language Impairment - Language Disorder, and Other Health Impairment. Student's complaint does not provide any facts related to Cupertino, Cupertino's Board, or YMCA of Silicon Valley failing to identify, locate, and evaluate Student as a child suspected of having a disability and being in need special education. Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 45 is insufficiently pleaded.

Issue 46 asserts "the Respondent" denied Student a FAPE during the 2024-2025 school year by failing to provide timely prior written notice in response to Parent's November 2024 request for change of placement to McAuliffe. The complaint includes facts about Parent's request, that appears to have been made during the November 19, 2024 IEP team meeting, to change Student's placement from Collins Elementary School to McAuliffe. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 46 is sufficiently pleaded.

Issue 47 asserts "the Respondent" denied Student a FAPE during the 2024-2025 and 2025-2026 school years by failing to provide timely prior written notice in response to Parent's request for having IEP meetings with virtual attendance option for parents. The complaint fails to specify on what dates Parents requested any IEP team meeting with virtual attendance in the 2024-2025 or 2025-2026 school years. Nowhere else in the complaint, other than the statement of Issue 47, is "virtual" mentioned. Student's complaint does not provide Cupertino, Cupertino's Board, or YMCA of Silicon Valley an awareness and understanding of the problems to allow Cupertino, Cupertino's Board, or YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 47 is insufficiently pleaded.

Issue 48 asserts "the Respondent" denied Student a FAPE in the November 19, 2024 IEP by:

a. Failing to have all required participants at the IEP team meeting;
b. Failing to offer any support and services for behavior;
c. Failing to offer any behavioral management goals;

d. Failing to offer any impulse control goals;
e. Failing to offer an appropriate placement;
f. Predetermining Student's placement;
g. Failing to offer goals in the areas of executive functioning, attention, and social skills;
h. Failing to offer sufficient IEP accommodations; and
i. Failing to offer placement in the least restrictive environment.

Like with Issue 36, the complaint does not specifically describe who was required but did not attend the meeting, why Student needed goals in the areas listed, why Student needed behavior supports and services, what accommodations Student contends he needed but was not offered, or in what way the placement offer was predetermined. However, this information can be readily gained through a resolution session, mediation, and at the latest upon request at the non-expedited prehearing conference. While minimal, Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. Issue 48 is sufficiently pleaded.

Issue 49 asserts "the Respondent" denied Student a FAPE in the September 11, 2025 IEP by failing to have all required participants at the IEP team meeting. The complaint does not specifically describe who was required but did not attend the meeting. However, this information can be readily gained through a resolution session, mediation, and at the latest upon request at the non-expedited prehearing conference. While minimal, Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to

prepare for hearing and to participate in a resolution session and mediation. Issue 49 is sufficiently pleaded.

Issue 50 asserts "the Respondent" voided and terminated "the Release and Discharge terms from the April 2025 Settlement Agreement that Respondent duressed parents." The content of the complaint reveals Parents allege they entered into the April 2025 settlement agreement under duress, and also that Cupertino breached the settlement agreement. The complaint alleges "Respondent repeatedly breached their commitments and promises under that disputed agreement, the validity of release of Student's claims against District is deemed void." Student claims Cupertino did not provide written specified services required by the agreement related to a one-to-one behavior aide supervised by a Cupertino behavior specialist, and consultation between the behavior aide and the speech-language pathologist and the occupational therapist. Student's complaint provides Cupertino, Cupertino's Board, and YMCA of Silicon Valley an awareness and understanding of the problem described above to allow Cupertino, Cupertino's Board, and YMCA of Silicon Valley to prepare for hearing and to participate in a resolution session and mediation. However, any other claims Student attempted to assert in issue 50 are insufficiently pleaded.

MEDIATOR ASSISTANCE FOR NON-REPRESENTED PARENTS: A parent without an attorney may request that OAH provide a mediator to assist the parent in identifying the issues and proposed resolutions that must be included in a complaint. (Ed. Code, § 56505.) Parents have previously been advised of the availability of this assistance and are again encouraged to contact OAH for assistance if Parents intend to amend the due process hearing request.

ORDER

1. Non-expedited Issues 26, 27, 30, 33, 35, 36, 37, 38, 40, 41, 42, 43, 44, 46, 48, 49, and 50 of Student's complaint are sufficient under title 20 United States Code section 1415(b)(7)(A)(ii), as defined and limited above.
2. Non-expedited Issues 19, 20, 21, 22, 23, 24, 25, 28, 29, 31, 32, 34, 39, 45, and 47 of Student's complaint are insufficiently pleaded under title 20 United States Code section 1415(c)(2)(D), as are any parts of Issues 26, 27, 30, 33, 35, 36, 37, 38, 40, 41, 42, 43, 44, 46, 48, 49, and 50 Student attempted to plead that are not described by this Order.
3. If Student seeks to state any claims beyond those identified as sufficiently pleaded in this Order, Student is permitted to file an amended complaint under title 20 United States Code section 1415(c)(2)(E)(i)(II). An amended complaint shall comply with the requirements of title 20 United States Code section 1415(b)(7)(A)(ii), and shall be filed not later than 14 days from the date of this Order. An amended complaint must be retyped or rewritten in its entirety and may not incorporate any part of the original complaint by reference.
4. The filing of an amended complaint will restart the applicable timelines for a due process hearing.

5. If Student fails to file a timely amended complaint, the hearing shall proceed only on Issues 26, 27, 30, 33, 35, 36, 37, 38, 40, 41, 42, 43, 44, 46, 48, 49, and 50 of Student's complaint, as defined and limited above.

IT IS SO ORDERED.

Kara Hatfield

Kara Hatfield

Administrative Law Judge

Office of Administrative Hearings