

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

PARENT ON BEHALF OF STUDENT,

V.

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT.

CASE NO. 2026040005

DECISION

JUNE 11, 2026

On March 26, 2026, the Office of Administrative Hearings, called OAH, received a due process hearing request from Parent on behalf of Student, naming Manhattan Beach Unified School District. Administrative Law Judge, ALJ, Judith Pasewark heard this matter via videoconference on May 12, 2026. Parent represented Student. Attorneys Julie Coate and Siobhan Cullen represented Manhattan Beach Unified. Director of Special Education Dr. Kristopher Vegas attended the hearing on behalf of Manhattan Beach Unified.

The matter was continued to June 1, 2026, for written closing briefs. The record was closed, and the matter was submitted on June 1, 2026.

ISSUES

A free appropriate public education is called a FAPE.

1. From February 4, 2026, through March 26, 2026, did Manhattan Beach Unified deny Student a FAPE by failing to timely assess him?
2. From March 19, 2026, through March 26, 2026, did Manhattan Beach Unified deny Student a FAPE by failing to respond to Parent's request for an independent educational evaluation without unnecessary delay?

JURISDICTION

This hearing was held under the Individuals with Disabilities Education Act, its regulations, and California statutes and regulations. (20 U.S.C. § 1400 et. seq.; 34 C.F.R. § 300.1 (2006) et seq.; Ed. Code, § 56000 et seq.; Cal. Code Regs., tit. 5, § 3000 et seq.)

The main purposes of the Individuals with Disabilities Education Act, called the IDEA, are to ensure:

- all children with disabilities have available to them a FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment and independent living, and
- the rights of children with disabilities and their parents are protected. (20 U.S.C. § 1400(d)(1); see Ed. Code, § 56000, subd. (a).)

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The IDEA affords parents and local educational agencies the procedural protection of an impartial due process hearing with respect to any matter relating to the identification, assessment, or educational placement of the child, or the provision of a FAPE to the child. (20 U.S.C. § 1415(b)(6) & (f); 34 C.F.R. § 300.511; Ed. Code, §§ 56501, 56502, and 56505; Cal. Code Regs., tit. 5, § 3082.)

The party requesting the hearing is limited to the issues alleged in the complaint, unless the other party consents, and has the burden of proof by a preponderance of the evidence. (20 U.S.C. § 1415(f)(3)(B); Ed. Code, § 56502, subd. (i); *Schaffer v. Weast* (2005) 546 U.S. 49, 57-58, 62 [S.Ct. 528, 163 L.Ed.2d 387]; and see 20 U.S.C. § 1415(i)(2)(C)(iii).) Student bears the burden of proof on all issues.

The factual statements in this Decision constitute the written findings of fact required by the IDEA and state law. (20 U.S.C. § 1415(h)(4); Ed. Code, § 56505, subd. (e)(5).)

Student was 10 years old at the time of hearing. Pursuant to an order from the Superior Court of California, Parents share joint legal and physical custody of Student, providing Parents joint rights regarding Student's education and residence.

In 2025, Father moved to Redondo Beach, California, outside of the boundaries of Manhattan Beach Unified. Mother continued to reside within Manhattan Beach Unified's boundaries, and Student continued to attend school in Manhattan Beach Unified. At all times, Student qualified for special education and related services, and until his disenrollment from Manhattan Beach Unified on March 16, 2026, Student received home-hospital services pursuant to his individualized education program, called an IEP.

A FAPE means special education and related services that are available to an eligible child that meets state educational standards at no charge to the parent or guardian. (20 U.S.C. § 1401(9); 34 C.F.R. § 300.17.) Parents and school personnel develop an IEP for an eligible student based upon state law and the IDEA. (20 U.S.C. §§ 1401(14), 1414(d)(1); and see Ed. Code, §§ 56031, 56032, 56341, 56345, subd. (a), and 56363, subd. (a); 34 C.F.R. §§ 300.320, 300.321, and 300.501.)

In general, a child eligible for special education must be provided access to specialized instruction and related services which are individually designed to provide educational benefit through an IEP reasonably calculated to enable a child to make appropriate progress in light of the child's circumstances. (*Board of Education of the Hendrick Hudson Central School Dist. v. Rowley* (1982) 458 U.S. 176, 201-204; *Endrew F. v. Douglas County School Dist. RE-1* (2017) 580 U.S. 386, 402 [137 S.Ct. 988, 1000].)

RESIDENCY

As a threshold matter, Student was required to establish he was a resident of Manhattan Beach Unified and therefore entitled to assessment and an offer of FAPE. As such, Student's issues are subject to a determination of valid residency within the boundaries of Manhattan Beach Unified at the time of the claimed violation or denial of FAPE. However, the evidence showed Student was not a resident of Manhattan Beach Unified after March 16, 2026. Student did not establish that Manhattan Beach Unified maintained an obligation to provide Student with special education and related services after March 16, 2026.

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California Education Code section 48200 provides that a child subject to compulsory full-time education shall attend public school in the school district in which the child's parent or legal guardian resides. The determination of residency under the IDEA or the California Education Code is no different from the determination of residency in other types of cases. (*Union School Dist. v. Smith* (9th Cir. 1994) 15 F.3d 1519, 1525.)

Special education due process hearing procedures extend to the parent, the student and to the public agency in any decisions regarding a student. (Ed. Code, § 56501, subd. (a).)

The public agency, called the local educational agency, is generally responsible for providing a FAPE to students residing within its jurisdictional boundaries. The local educational agency is a school district, a county office of education, a charter school participating as a member of a special education local plan area, or a special education local plan area. (Ed. Code, § 56026.3.)

Unless subject to exemption, a child shall attend [public school] in the school district in which the residency of either parent or legal guardian is located. (Ed. Code, § 48200.) Based upon parental residency, the school district in which the parents reside is responsible for providing FAPE to a child with a disability.

A family's relocation to another school district generally ends the previous school district's obligation to provide FAPE. However, a school district may remain obligated to provide a FAPE to a child residing in another school district under special circumstances, such as placement in foster care, hospitalization, homelessness or other exceptions contained in Education Code section 48204.

There are no disputed underlying facts in this matter.

Prior to 2025, Parents and Student resided within the boundaries of Manhattan Beach Unified. In 2025, Father moved to Redondo Beach, California, outside of the boundaries of Manhattan Beach Unified. Mother continued to reside in Manhattan Beach, California and Student continued to attend school in Manhattan Beach Unified based upon Mother's residence.

On October 13, 2025, Manhattan Beach Unified prepared a comprehensive assessment plan to reevaluate Student's special education needs in the areas of:

- academic achievement;
- health, intellectual development;
- motor development;
- social-emotional;
- adaptive behavior; and
- behavior.

Parents did not provide consent to the assessment plan at that time. Mother and Student continued to reside within Manhattan Beach Unified.

On January 6, 2026, Mother contacted Manhattan Beach Unified to request an inter-district attendance permit for Student to allow Student to continue attending school in Manhattan Beach Unified, based upon Father's residence in Redondo Beach, California. Mother informed Manhattan Beach Unified that she intended to relocate to Orange County, California. However, as of January 6, 2026, Mother had not yet moved and did not have a new residence address. On January 12, 2026, Manhattan Beach Unified rejected Mother's request for an inter-district attendance permit, pending

Parents' obtaining a permit release from Redondo Beach Unified School District. Manhattan Beach Unified provided Mother with the information and forms needed to complete an inter-district attendance permit.

On February 3, 2026, Manhattan Beach Unified held an IEP team meeting for Student. Student's possible relocation was discussed. Student's October 2025 assessment plan was also discussed. Parents signed the assessment plan on February 4, 2026. As of February 4, 2026, Mother and Student continued to reside within Manhattan Beach Unified.

As of March 3, 2026, although Student was not yet disenrolled from Manhattan Beach Unified nor reenrolled in another school district, Manhattan Beach Unified became aware that Mother and Student were no longer residing within the boundaries of Manhattan Beach Unified. This information was confirmed by Mother's disenrollment of Student's sibling from Manhattan Beach Unified, and information obtained from Student's home-hospital teacher confirming that Student was residing with Mother in Mission Viejo, California, within the boundaries of Capistrano Unified School District. Father also confirmed this information at hearing by presenting a signed agreement between Mother and Father, dated March 12, 2026, which indicated Mother secured a rental home in Mission Viejo, California, as of February 27, 2026.

On March 6, 2026, Manhattan Beach Unified notified Father that Student was disenrolled from Manhattan Beach Unified because Parents and Student no longer resided within the jurisdictional boundaries of Manhattan Beach Unified, nor was Student attending school in Manhattan Beach Unified pursuant to a valid inter-district

attendance permit. Manhattan Beach Unified notified Father that Student's home-hospital instruction would cease on March 16, 2026. Manhattan Beach Unified informed Father that:

1. Manhattan Beach Unified provided Mother with inter-district attendance permit information on January 9, 2026;
2. no active permit was on file; and
3. Parents could appeal Manhattan Beach Unified's decision to disenroll Student within 10 days by providing new evidence of residency or a viable inter-district transfer attendance permit.

Parents did not appeal Student's disenrollment.

On March 9, 2026, Father responded to the notice of disenrollment by indicating he did not wish to create conflict over residency issues, instead Parents' primary concern was ensuring that the assessment agreed to on February 4, 2026, would proceed within the statutory timeline. Father emphasized that Manhattan Beach Unified offered to assess Student, making no representation of restrictions regarding Student's residency. Parents consented to the assessment plan and made financial and legal decisions based upon Manhattan Beach Unified's agreement to assess; therefore, in Father's view, Manhattan Beach Unified was responsible to complete the assessments as agreed.

Also on March 9, 2026, Manhattan Beach Unified timely responded to Mother's request for copies of Student's 2025 IEP and amendments to send to Student's elementary school in Mission Viejo, California.

On March 10, 2026, Father obtained approval from Redondo Beach Unified for a 2025-2026 inter-district attendance permit release, however the inter-district attendance permit procedure was never completed by either Parent with Manhattan Beach Unified.

On March 18, 2026, Director of Special Education at Manhattan Beach Unified, Dr. Kristopher Vegas, followed up with Father and informed him that once Student was enrolled in his school district of residence, the new school district would complete the assessment.

On March 19, 2026, Father doubled down and requested an independent educational evaluation based upon Manhattan Beach Unified's failure to assess Student pursuant to the assessment plan signed on February 4, 2026, and filed this request for due process hearing on March 26, 2026.

Parents provided no basis for holding that the determination of Student's residency under either the IDEA or the Education Code should be different from the ordinary determination of residency.

Father did not reside within the boundaries of Manhattan Beach. Mother obtained a residence in Mission Viejo, California on February 27, 2026; and she established residency within the boundaries of Capistrano Unified School District as of March 3, 2026; and Student primarily resided with Mother. Neither Mother nor Father completed a request for an inter-district attendance permit with Manhattan Beach Unified.

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As part of its obligation to provide a student who qualifies for special education and related services a FAPE, a local educational agency must assess a special education student in all areas of suspected disability. (20 U.S.C. § 1414(b)(3)(B); 34 C.F.R. § 300.304(c)(4) (2006); Ed. Code, § 56321.)

This obligation is mandatory upon a school district while the student resides within the boundaries of the school district. During the February 3, 2026 IEP team meeting, when the team again proposed to assess Student; Student still resided within the boundaries of Manhattan Beach Unified. On February 4, 2026, when Parents provided consent to the assessment plan; Student still resided within the boundaries of Manhattan Beach Unified. Assuming the IEP team knew Mother intended to relocate in the future, she had not done so as of signing the assessment plan. Manhattan Beach Unified therefore had an ongoing obligation to provide FAPE, assess Student, and hold an IEP team meeting upon completion of the assessment, until such time as Student actually relocated outside the boundaries of Manhattan Beach Unified.

Manhattan Beach Unified acknowledged it did not commence or complete Student's assessment between February 4, and March 16, 2026, when Student was disenrolled.

Both the IDEA and California law established procedures for continuing a child's special education program when faced with a transfer of residency between school districts.

In the case of an individual with an IEP who transfers into a school district from another school district not operating programs under the same local plan in which last enrolled in a special education program within the same academic year, "the local

educational agency shall provide the student with a [FAPE], including services comparable to those described in the previously approved IEP ... for a period not to exceed 30 days.” (20 U.S.C. § 1414 (I)(i)(C)(2)(d); Ed. Code, § 56325, subd. (a)(1).)

Assessments of a child with a disability who transfers from one public agency to another public agency in the same school year are coordinated with the child’s prior and subsequent schools as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations. (20 U.S.C. § 1414(b)(1)-(3); 34 C.F.R. § 300.304(C)(5).)

Student presented no evidence to suggest that Manhattan Beach Unified failed to cooperate with the exchange of Student’s educational and special education records once notified of Student’s enrollment in Capistrano Unified.

Therefore, no residency exception existed to maintain Student’s enrollment in Manhattan Beach Unified. Manhattan Beach Unified ceased being Student’s local educational agency upon Mother and Student’s relocation to Orange County, California, and Manhattan Beach Unified’s obligation to provide Student with special education and related services terminated at that time.

Manhattan Beach Unified appropriately notified Father that as of March 16, 2026, Student’s enrollment and special education services were terminated in Manhattan Beach Unified and provided Parents with a means to appeal its decision. Parents did not dispute the residency determination, nor did Parents seek an appeal. Parents’ choice not to formally enroll Student in Capistrano Unified School District until April 2026 did not create an obligation for Manhattan Beach Unified to maintain Student’s special

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education services. This included the obligation to complete an assessment on a child voluntarily removed from Manhattan Beach Unified, and no longer receiving special education and related services from Manhattan Beach Unified.

As a result, Student's issues are limited to the period of February 4, 2026, to March 16, 2026, when Manhattan Beach Unified was obligated to provide Student with a FAPE.

ISSUE 1: FROM FEBRUARY 4, 2026, THROUGH MARCH 26, 2026, DID MANHATTAN BEACH UNIFIED DENY STUDENT A FAPE BY FAILING TO TIMELY ASSESS HIM?

Student contended Manhattan Beach Unified had an ongoing obligation to assess Student pursuant to the assessment plan signed by Parents on February 4, 2026, which was not extinguished by Student's disenrollment from Manhattan Beach Unified on March 16, 2026.

Manhattan Beach Unified contended it had no obligation to complete Student's assessment after his disenrollment on March 16, 2026.

An IEP required as the result of an assessment of a student shall be developed within a total time not to exceed 60 days, not counting the days between the student's regular school sessions, terms or days of school vacation in excess of five school days from the date of receipt of the parents' written consent to assess. (Ed. Code, § 5634, subd. (f)(1).)

As already discussed, Manhattan Beach Unified's obligation to complete the assessment ceased to exist upon Student's relocation to Orange County, California.

Parents provided written consent to assess on February 4, 2026, which triggered the 60-day requirement for holding an IEP team meeting to review assessment reports. Manhattan Beach Unified was closed for the mid-winter break from February 9, through 16, 2026, the anticipated 60-day assessment period would have expired on April 13, 2026, provided Student continued to reside within the boundaries of Manhattan Beach Unified. Student, however, filed his complaint on March 26, 2026, thereby rendering Issue One procedurally unripe for litigation, as no violation of state or federal law occurred prior to the expiration of the 60-day assessment period.

Student presented no evidence nor cited any authority to suggest that an anticipatory failure to assess Student was sufficient to support his claim that Manhattan Beach Unified was required to complete Student's assessment.

ISSUE 2: FROM MARCH 19, 2026, THROUGH MARCH 26, 2026, DID MANHATTAN BEACH UNIFIED DENY STUDENT A FAPE BY FAILING TO RESPOND TO PARENT'S REQUEST FOR AN INDEPENDENT EDUCATIONAL EVALUATION WITHOUT UNNECESSARY DELAY?

Student contended he requested an independent educational evaluation on March 19, 2026, and Manhattan Beach Unified failed to assess Student, denied his request for an independent educational evaluation, and failed to timely file for a due

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process hearing to defend its assessment. Student contended his request for an independent educational evaluation survived Student's disenrollment because the underlying obligation to assess Student arose prior to Student's disenrollment.

Manhattan Beach Unified contended that Student's disenrollment on March 16, 2026, extinguished its obligation to complete Student's assessment, as well as any obligation to provide an independent educational evaluation at public expense.

A parent may request an independent educational evaluation at public expense if the parent disagrees with the evaluation obtained by the public agency. (34 C.F.R. § 300.502 (b).) Once an independent educational evaluation is requested, the public agency must either fund the independent educational evaluation or file for due process hearing to defend its assessment. (34 C.F.R. § 300.502(2)(i)(ii).)

While Student's argument that a request for an independent educational evaluation may survive Student's reenrollment in another school district is correct, there must first be a legal obligation which arose prior to the child leaving the prior school district. As indicated in Issue One, Manhattan Beach Unified had no obligation to complete Student's assessment, therefore no obligation arose on which Student may base his claim for an independent educational evaluation.

On March 19, 2026, Father made a written request for an independent educational evaluation. On March 23, 2026, Father sent a follow-up email request confirmation on whether Manhattan Beach Unified intended to fund the independent educational evaluation or intended to file for due process. On March 24, 2026,

Dr. Vegas responded to Father through email confirming that Manhattan Beach Unified received the independent educational evaluation request and would be responding formally the following week.

On April 3, 2026, Dr. Vegas responded to Parents with a prior written notice letter which denied the request for an independent educational evaluation. The prior written notice specified that Manhattan Beach Unified was not obligated to complete an assessment of a student who did not reside within the boundaries of Manhattan Beach Unified and who was disenrolled from the school district. As a result, Manhattan Beach Unified was not obligated to complete the assessment, fund an independent educational evaluation or file a due process complaint to defend its assessment. The prior written notice, sent within 10 business days of Parent's request, was timely and stated with specificity the reasons for denying the request.

Further, even in arguendo, Student's request for an independent educational evaluation was based on a written request made on March 19, 2026, which was prior to the April 13, 2026 deadline for completion of Manhattan Beach's Unified assessment report and IEP team meeting as claimed by Student. With no assessment required at that time, there was nothing on which to base parental disagreement, and therefore nothing for Manhattan Beach Unified to defend in a due process hearing.

Student did not establish that Manhattan Beach Unified was obligated to assess and therefore failed to establish Student was entitled to an independent educational evaluation at public expense or that Manhattan Beach Unified was required to defend an assessment which did not exist.

CONCLUSIONS AND PREVAILING PARTY

As required by California Education Code section 56507, subdivision (d), the hearing decision must indicate the extent to which each party has prevailed on each issue heard and decided.

ISSUE 1:

From February 4, 2026, through March 26, 2026, Manhattan Beach Unified did not deny Student a FAPE by failing to timely assess him.

Manhattan Beach Unified prevailed on Issue 1.

ISSUE 2:

From March 19, 2026, through March 26, 2026, Manhattan Beach Unified did not deny Student a FAPE by failing to respond to Student's request for an independent educational evaluation without unnecessary delay.

Manhattan Beach Unified prevailed on Issue 2.

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ORDER

Student's request for relief is denied.

RIGHT TO APPEAL THIS DECISION

This is a final administrative decision, and all parties are bound by it. Pursuant to Education Code section 56505, subdivision (k), any party may appeal this Decision to a court of competent jurisdiction within 90 days of receipt.

Judith L. Pasewark

Administrative Law Judge

Office of Administrative Hearings