BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

PARENTS ON BEHALF OF STUDENT,

V.

SANTA CRUZ CITY SCHOOLS.

CASE NO. 2025060821

DECISION

November 10, 2025

On June 19, 2025, the Office of Administrative Hearings, called OAH, received a due process hearing request from Student, naming Santa Cruz City Schools. On July 21, 2025, OAH granted the parties' request to continue the hearing. Administrative Law Judge Theresa Ravandi heard this matter via videoconference on September 23, 24, and 30, 2025.

Parents appeared on behalf of Student and attended each hearing day. Attorney Ankita Sheth represented Santa Cruz and was accompanied by Attorney Nezhia Burkes. Special Education Director Stacy O'Farrell attended all hearing days on Santa Cruz's behalf.

At the parties' request the matter was continued to October 28, 2025, for written closing briefs. The record was closed, and the matter was submitted on October 28, 2025. Student's closing brief referenced exhibits that were not admitted into evidence and included factual assertions outside the evidentiary record. Any information outside the evidentiary record was not considered in this Decision.

ISSUES

A free appropriate public education is called a FAPE. An individualized education program is called an IEP. Throughout this Decision, specialized academic instruction is used synonymously for tutoring services. Similarly, the qualifier "one-to-one" is used interchangeably with "individual."

1. Did Santa Cruz deny Student a FAPE by failing to hold a transition meeting after Parent's March 10, 2025 request?
2. Did Santa Cruz deny Student a FAPE by failing to timely provide prior written notice when making a change to Student's educational placement?
3. Did Santa Cruz deny Student a FAPE in developing the May 2025 IEP, by:
    a. Failing to include Parents as part of the IEP team;
    b. Failing to consider Parents' concerns that Student made negligible progress on his IEP goals in middle school, and the need for one-to-one tutoring services;

c. Predetermining Student's IEP offer by not giving Student one-to-one tutoring services; and

d. Failing to offer one-to-one tutoring services?

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, referred to as the IDEA, are to ensure:

- all children with disabilities have available to them a free appropriate public education 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).)

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 (2006); see also 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 [126 S.Ct. 528, 163 L.Ed.2d 387]; see also 20 U.S.C. § 1415(i)(2)(C)(iii).) Student filed the due process complaint and bore the burden of proving each issue. 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 14 years old and in ninth grade at the time of hearing. Student graduated from eighth grade in the Soquel Union Elementary School District on May 29, 2025. Student resided with Parents within Santa Cruz City Schools' geographic boundaries. As a high school district, Santa Cruz was responsible for offering Student a FAPE for the 2025-2026 school year. Student was eligible for special education under the categories of specific learning disability and other health impairment. The evidence established that Student was hard working, intelligent, motivated, engaged, and showed strong all-around study skills.

ISSUE 1: DID SANTA CRUZ DENY STUDENT A FAPE BY FAILING TO HOLD A TRANSITION MEETING AFTER PARENT'S MARCH 10, 2025 REQUEST?

Student alleges Santa Cruz was required to convene a transition to high school IEP team meeting within 30 days of Parents' March 10, 2025 request. Student acknowledges Santa Cruz convened a transition meeting on May 23, 2025. However, Student contends the meeting was untimely, and Santa Cruz's delay denied him a FAPE.

Santa Cruz responds that generally the elementary school district is responsible for scheduling and hosting a transition meeting and inviting Santa Cruz to attend as the receiving high school district. Santa Cruz argues that once the appropriate personnel learned Student's elementary district would not host a transition meeting, it gathered

necessary information and convened a transition IEP team meeting before the end of Student's eighth grade year. Santa Cruz maintains the May 23, 2025 transition meeting was timely, and any delay was justified, so there was no procedural denial of FAPE.

A FAPE means special education and related services that are available to an eligible child that meet state educational standards at no charge to the parent. (20 U.S.C. § 1401(9); 34 C.F.R. § 300.17 (2006).) Absent a statutory exception, for a local educational agency to be eligible for federal assistance under the IDEA, it must offer a FAPE to all eligible students who reside within it. (20 U.S.C. § 1413(a)(1).) Under California law, the local educational agency responsible for making a FAPE available to an eligible student is typically the school district where the student and their parents reside. (See Ed. Code, § 48200; *Katz v. Los Gatos-Saratoga Joint Union High Sch. Dist*. (2004) 117 Cal.App.4th 47, 57.)

A school district must convene an IEP team meeting when a parent requests a meeting to develop, review, or revise the IEP. (Ed. Code, § 56343, subd. (c).) In California, the meeting must be held within 30 days of receipt of the written request, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays. (Ed. Code, § 56343.5.) These code sections only apply to the local educational agency that is responsible for providing FAPE to a student. Santa Cruz was not legally responsible for providing Student a FAPE prior to the 2025-2026 school year when Student enrolled in high school as a ninth grader.

For students transferring from an elementary school district to a high school district, California Code of Regulations, title 5, section 3024, subdivision (b) governs the transfer IEP team meeting process. When a student is to enroll in a high school district from an elementary district, the elementary district shall invite the high school district to

the IEP team meeting prior to the last scheduled review. (Cal. Code Regs., tit. 5, § 3024(b).) If the high school district's authorized representative has not participated in the IEP development before the student's transfer from the elementary program, the elementary district shall notify the high school district of that student and their need for special education and related services. (*Ibid.*) The high school district has no legal obligations toward an identified student while the student is the responsibility of the elementary district. Rather, for an identified, eligible student who enrolls in the high school district, the high school district shall make an interim placement pursuant to Education Code section 56325, or shall immediately convene an IEP team meeting. (*Ibid.*; Ed. Code, § 56325, amended by Stats. 2025, Assem. Bill 1412, Ch. 453 (effective October 7, 2025).) A school district must have an IEP in place for a student with exceptional needs at the beginning of each school year. (20 U.S.C. § 1414(d)(2)(A); 34 C.F.R. § 300.323(a) (2006); Ed. Code, § 56344, subd. (c).)

The IDEA, its implementing regulations, and the Education Code are silent on the specific procedure by which a district is to provide FAPE to a student with a disability who moves into the school district during the summer. In this case, Student matriculated from Soquel Union to Santa Cruz during the summer of 2025. In its Comments to the 2006 IDEA Regulations, the United States Department of Education addressed whether it needed to clarify its regulations regarding the responsibilities of a new school district for a child with a disability who transferred during summer. The Department of Education declined to change the regulations, reasoning that the rule requiring all school districts to have an IEP in place for each eligible child at the beginning of the school year applied, such that the new district could either adopt the

prior IEP or develop a new one. (*Assistance to States for the Education of Children With Disabilities and Preschool Grants for Children With Disabilities* 71 Fed. Reg. 46540, 46682 (Aug. 14, 2006.)

Student attended eighth grade within Soquel Union during the 2024-2025 school year. On March 10, 2025, Parents sent an email to Amine Bouchti, the assistant principal at Soquel High School, within Santa Cruz City Schools. Parents informed Bouchti that Student was a rising ninth grader, and they requested a transition meeting by early May 2025. Parents indicated that Student's elementary district IEP team did not plan to attend a transition meeting with the high school.

Bouchti testified at hearing. He had been in the education field for 10 years, the last four as Soquel High's assistant principal. Bouchti had attended roughly 700 IEP team meetings over his career, but never a transition meeting for an incoming freshman. Parents' request was unusual. Bouchti forwarded the email to Santa Cruz's special education department. It was not within his purview to schedule IEP team meetings.

Santa Cruz did not respond to Parents' initial March 2025 email. Parents sent Bouchti a follow-up email on April 22, 2025, again requesting a transition meeting. Boutchi replied on April 24, 2025. He informed Parents that Soquel High was unable to hold a formal transition meeting or change Student's IEP because Student was not yet its responsibility. Instead, Bouchti offered an informal meeting for Student and Parents to meet Student's future case manager. Parents replied the next day expressing their surprise and disagreement that Soquel High was unable to hold a transition meeting, and asked that one be scheduled before Student graduated on May 29, 2025. They raised several questions about Soquel High's willingness to implement Student's current IEP, including individual specialized academic instruction. Bouchti responded that same

day and told Parents he was including Santa Cruz's program specialist and Special Education Director Stacy O'Farrell on the email exchange so they could answer Parents' questions.

O'Farrell testified at hearing. She was a well-qualified and knowledgeable witness. She received a doctorate in education with an emphasis in special education in 2004, and held an administrative credential and pupil personnel services credential. O'Farrell served as Sant Cruz's special education director since 2012 and previously served in this capacity at Soquel Union. She held a master's degree in counseling and school psychology and had been a school psychologist for seven years. On April 30, 2025, O'Farrell informed Parents that typically Student's current middle school would host the transition meeting and provide information that would inform any necessary changes to Student's IEP for the new high school setting.

O'Farrell had attended more than 1,000 IEP team meetings over her career. This was the first time she encountered a sending school that declined to host or participate in a transition meeting. O'Farrell informed Parents that Santa Cruz was willing to hold a transition meeting without the elementary district after Santa Cruz reviewed Student's records, observed him in class, and talked to his teachers. The sending school team had first-hand knowledge of Student. Since the sending school would not participate, Santa Cruz took it upon itself to gather information prior to the transition meeting.

Soquel Union informed O'Farrell it was providing Student services pursuant to a settlement agreement and confirmed it would not participate in a transition meeting. Santa Cruz noted from Student's education records that his annual IEP and triennial evaluation were overdue. Santa Cruz did not usually conduct observations of transition students. However, it believed Student's unusual circumstances warranted a novel

approach. Malcolm Fliesler, who was a Soquel High School resource specialist, O'Farrell, and a school psychologist observed Student at his middle school in early May 2025 and spoke with his learning center and science teachers.

On May 12, 2025, Santa Cruz proposed May 23, 2025, for Student's transition meeting. Parents agreed. Santa Cruz convened a full IEP team consisting of Parents, O'Farrell, Bouchti, Fliesler, and Soquel High's English Department head teacher, school psychologist, program specialist, and mental health specialist.

Santa Cruz was not legally required to convene a transition IEP team meeting for Student during the 2024-2025 school year. This was the sole responsibility of Soquel Union absent an agreement or waiver to the contrary. Pursuant to a May 2024 settlement agreement, Parents released Soquel Union from its obligation to convene a transition IEP team meeting. Parents' argument that Santa Cruz was unfairly treating Student differently from other incoming freshman is disingenuous; Parents' settlement agreement with Soquel Union caused Student's unique circumstances. Santa Cruz was not the responsible local education agency for Student prior to his enrollment in high school. Regardless, Santa Cruz granted Parents' request for a transition meeting before the end of Student's eighth grade year and convened Student's transition IEP team meeting on May 23, 2025.

The California regulation at Title 5, section 3024, provides a framework for a receiving high school district to accept an invitation to send a representative to a transition meeting hosted by the sending school. Santa Cruz did more than what the law requires. Santa Cruz was not required to convene a transition meeting for Student

during the 2024-2025 school year, let alone within 30 days of Parent's March 2025 request. Because the May 23, 2025, transition IEP team meeting was not legally required, it was not untimely. There was no procedural violation in this regard.

Student failed to prove Santa Cruz denied him a FAPE by failing to hold a transition meeting pursuant to Parents' March 2025 request.

ISSUE 2: DID SANTA CRUZ DENY STUDENT A FAPE BY FAILING TO TIMELY PROVIDE PRIOR WRITTEN NOTICE WHEN MAKING A CHANGE TO STUDENT'S EDUCATIONAL PLACEMENT?

Student alleges Santa Cruz changed his educational placement at the May 2025 transition IEP team meeting by removing one-to-one academic instruction. Student claims Santa Cruz was required to provide prior written notice at the May 2025 IEP team meeting or at least on June 3, 2025, when it provided Parents a copy of the transition IEP document. Student argues Santa Cruz's delay in sending prior written notice on June 13, 2025, denied him a FAPE.

Santa Cruz asserts it did not change Student's educational placement at the May 2025 transition meeting. Rather, it offered placement on a comprehensive campus with resource support just as his elementary district had offered. Santa Cruz argues Student's individual academic service was pursuant to a settlement agreement between Parents and Soquel Union and not subject to stay put. Thus, Santa Cruz maintains it did not remove the individual minutes so prior written notice was not required. Santa Cruz contends it timely provided prior written notice when it became clear that Parents disagreed with the transition IEP offer and were requesting one-to-one academic instruction.

A school district must provide written notice to the parents of a student with a disability whenever the district proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of the student, or the provision of a FAPE to the student. (20 U.S.C. § 1415(b)(3); 34 C.F.R. § 300.503(a) (2006); Ed. Code, § 56500.4, subd. (a).) The notice must contain:

- a description of the action proposed or refused by the agency;
- an explanation for the action or refusal, along with a description of each assessment or report the agency used as a basis for the action or refusal;
- a statement that the parents are entitled to procedural safeguards and how they can obtain a copy;
- sources of assistance for parents to contact;
- a description of other options that the IEP team considered, with the reasons those options were rejected; and
- a description of the factors relevant to the agency's action or refusal. (20 U.S.C. § 1415(c)(1); 34 C.F.R. § 300.503(b) (2006); Ed. Code, § 56500.4, subd. (b).)

In California, "specific educational placement" is defined as "that unique combination of facilities, personnel, location or equipment necessary to provide instructional services to an individual with exceptional needs, as specified in the student's IEP…." (Cal. Code Regs., tit. 5, § 3042, subd. (a).) The Ninth Circuit defined "educational placement" to be "the general educational program of the student."

(*N.D. v. Hawaii Depart. of Educ.* (9th Cir. 2010) 600 F.3d 1104, 1116 (*N.D.*); *Anchorage School Dist. v. M.P.* (9th Cir. 2012) 689 F.3d 1047, 1056-1057 [reaffirming definition] (*Anchorage*).). More specifically, the Ninth Circuit concluded,

> "under the IDEA a change in educational placement relates to whether the student is moved from one type of program - i.e., regular class – to another type - i.e., home instruction. A change in the educational placement can also result when there is a significant change in the student's program even if the student remains in the same setting." (*N.D., supra*, 600 F.3d 1104, 1116; *K.O. v. San Dieguito Union High Sch. Dist*. (S.D. Cal. April 23, 2024, No. 22-cv-01703-H-BGS) 2024 WL 1744084, *10, app. dism. (9th Cir. 2024, June 28, 2024) 2024 WL 3898621).)

It is the United States Department of Education's longstanding position that maintaining a child's placement in an educational program that is substantially and materially similar to the former placement is not a change in placement. (*Letter to Chandler* (Office of Special Education Programs April 26, 2012) 112 LRP 27623 [prior written notice not required for natural progression from elementary to middle school where program remains substantially and materially the same].)

A school district is required to give prior written notice to parents of a child with exceptional needs a "reasonable time before" the public agency proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. (34 C.F.R. § 300.503(a) (2006); Ed. Code, § 56500.4, subd. (a).) The determination of what constitutes a "reasonable time" may depend on the circumstances and what will enable parents an opportunity to object or otherwise respond. The Department of Education declined to substitute a specific timeline to

clarify what is meant by the requirement that the notice be provided within a reasonable period of time. (71 Fed. Reg. 46540, 46691 (2006).) The notice is timely if it is provided a reasonable time before the public agency implements the proposed or refused action. (*Ibid.*)

Prior written notice is "designed to ensure that the parents of a child with a disability are both notified of decisions affecting their child and given an opportunity to object to these decisions." (*C.H. v. Cape Henlopen Sch. Dist.* (3rd Cir. 2010) 606 F.3d 59, 70.) A school district's failure to provide adequate prior written notice is a procedural violation under the IDEA. (*Ibid.*) When a violation of such procedures does not actually impair parental knowledge or participation in educational decisions, the violation is not a substantive harm under the IDEA. (*Ibid.*)

Student's claim fails for several reasons. First, Student did not prove Santa Cruz changed his educational placement. Second, even if Santa Cruz was required to provide prior written notice, the May 23, 2025 IEP amendment document with meeting notes and a copy of procedural safeguards satisfied the notice requirements. Third, Santa Cruz's June 13, 2025, prior written notice was timely. Lastly, Student failed to establish any prejudice from the alleged delay in receiving prior written notice.

SANTA CRUZ DID NOT CHANGE STUDENT'S EDUCATIONAL PLACEMENT

On May 30, 2024, Parents entered into a confidential settlement agreement with Soquel Union. The agreement extended through August 6, 2025. Parents were concerned and frustrated by what they considered to be Soquel Union's breach of contract when it shared confidential settlement terms with Santa Cruz. Parents were

also upset that Santa Cruz, in their opinion, colluded with Soquel Union and used this confidential information against Student. However, any alleged improper disclosure or use of confidential settlement terms is not relevant to determining the hearing issues.

Student's educational placement as defined in the May 2024 settlement agreement is relevant to determine if Santa Cruz changed Student's placement by removing individual instruction, thereby potentially triggering its duty to provide prior written notice. Stay put was not at issue in this hearing. However, Parents agreed to define Student's stay put placement in their agreement with Soquel Union.

Until due process hearing procedures are complete, a special education student is entitled to remain in his or her current educational placement, unless the parties agree otherwise. (20 U.S.C. § 1415(j); 34 C.F.R. § 300.518(a) (2006); Ed. Code, § 56505 subd. (d).) This is referred to as "stay put." For purposes of stay put, the Ninth Circuit has held that the current educational placement is typically the last agreed upon placement set forth in the child's last implemented IEP. (*N.E. v. Seattle School Dist.* (9th Cir. 2016) 842 F.3d 1093,1096 [citations omitted].)

The settlement agreement was admitted into evidence. In relevant part, Parents and Soquel Union agreed that Student would continue to attend a comprehensive middle school and receive 229 weekly minutes of group specialized academic instruction by a credentialed special education teacher. Student received this instruction at the middle school's learning center. Parents and Soquel Union further agreed that as part of the 229 weekly minutes, Student would receive two 25-minute sessions of individual specialized academic instruction by a credentialed education specialist. Parents expressly waived stay put as to the one-to-one instruction. The settlement agreement explicitly defined Student's stay put academic services as the weekly minutes of group instruction.

The agreed-upon services were memorialized in a May 30, 2024 amendment IEP which specified the services end date as May 29, 2025. At the time of the May 23, 2025 transition IEP team meeting, Soquel Union was providing Student individual instruction pursuant to the settlement agreement. The settlement agreement defined Student's educational placement as including the group academic instruction but excluding the one-to-one service.

Fliesler described the purpose of a transition to high school meeting in a May 14, 2025, email exchange with Parents. Fliesler held a master's in education and was a credentialed resource specialist with Soquel High since 2017. He participated in more than 300 IEP team meetings during his 10-year career in education. Fliesler was Student's case manager and academic support teacher at the time of hearing and testified in these proceedings. He informed Parents that the IEP team would discuss how to adapt Student's middle school IEP to the high school setting and make minor adjustments to fit the new bell schedule and class periods.

Santa Cruz's May 23, 2025 transition IEP amendment offered placement at Soquel High, a comprehensive campus with resource support. This was substantially the same as the elementary district's placement at a comprehensive middle school campus with learning center support. This did not amount to a change in placement nor trigger Santa Cruz's duty to provide prior written notice. The transition IEP offered one period of academic support class consisting of 245 weekly minutes of group specialized academic instruction. The weekly group instruction was increased to adjust for the longer high school class periods. Santa Cruz did not offer any one-to-one instruction. The May 2025 transition IEP offer was materially and substantially similar to Student's

educational placement as defined by the May 2024 settlement agreement. Santa Cruz did not change Student's educational placement. As such, Student failed to prove Santa Cruz was required to provide prior written notice based on its May 2025 transition IEP offer.

STUDENT'S PRIOR IEP AND SETTLEMENT AGREEMENT DID NOT BIND SANTA CRUZ

Student matriculated to the high school district during the summer of 2025. Student transferred to Santa Cruz between school years. This was not a mid-year transfer protected by state and federal transfer provisions. Consistent with federal law, in California, a student with an IEP who transfers between districts during the same academic year is generally entitled to services comparable to those described in their prior IEP for up to 30 days, if the new district is not within the same special education local plan area. (Ed. Code, § 563025, subd. (a)(1) amended by Stats. 2025, Assem. Bill 1412, Ch. 453 (October 7, 2025).); 20. U.S.C. § 1414 (d)(2)(C).) Before expiration of the 30-day interim period, the receiving district must adopt the prior IEP or develop, adopt, and implement a new IEP. (*Ibid.*) When a receiving district is in the same local plan areas as the prior district, then the new district must continue to provide comparable services unless the parents and the district agree to develop, adopt, and implement a new IEP. (Ed. Code, § 563025, subd. (a)(2) amended by Stats. 2025, Assem. Bill 1412, Ch. 453 (October 7, 2025).)

Santa Cruz emphasized that the purpose of the transition IEP team meeting was to make minor adjustments to Student's middle school IEP to adapt it to the high school setting. However, federal and State law only require the provision of a comparable

program, until a new IEP is implemented, for a student who transfers to a new school district during the same academic year. Santa Cruz was not required to offer Student an educational program comparable to that provided by Soquel Union either pursuant to its settlement agreement or its last implemented and agreed-upon IEP. The transfer provisions do not require Santa Cruz to ensure the continuity of Student's educational program. Santa Cruz's May 2025 transition IEP offered group academic instruction but no individual instruction. This did not constitute a change to Student's educational placement as Santa Cruz was not bound by any prior implemented or defined educational program. Santa Cruz was required to offer an IEP for the start of the 2025-2026 school year, which it did. Santa Cruz was not legally required to issue prior written notice of its IEP offer.

Student did not establish that the May 2025 transition IEP offer triggered Santa Cruz's duty to provide Parents with prior written notice.

THE MAY 2025 TRANSITION IEP DOCUMENT CONSTITUTED PRIOR WRITTEN NOTICE

Even if prior written notice was required in light of Santa Cruz's transition meeting, the May 2025 amendment IEP constituted prior written notice. An IEP document can serve as a prior written notice if the IEP contains the required content of a prior written notice. (71 Fed. Reg. 46540, 46691 (Aug. 14, 2006).) Student's contention that Santa Cruz was required to provide prior written notice at the transition meeting is incorrect. The notice must be sent after any IEP team decision is made to propose or refuse a change, not before the team meeting. (*Ibid.*) Providing prior written notice in advance of an IEP team meeting could suggest, in some circumstances, that the public agency's

proposal was improperly arrived at before the meeting and without parent input. (*Ibid.*) Requiring notice of the IEP offer prior to the IEP team meeting is contrary to the IDEA's prohibition against school officials predetermining the outcome of the IEP.

The May 2025 IEP team meeting recording and transcript were admitted into evidence. Based on a review of the recording and transcript, the IEP team meeting notes accurately reflected the team discussions. The notes captured the core components of written notice such as explanations of and relevant factors regarding Student's support needs that informed Santa Cruz's decision to not offer one-to-one instruction. The IEP team, including Parents, reviewed and agreed to modify Student's accommodations. These accommodations offered Student additional academic support. Santa Cruz defined extended time for tests and assignments, and agreed that Student could type all assignments and obtain class notes and outlines if arranged in advance with teachers. The team discussed and continued Student's use of built in grammar and spell check applications, and Santa Cruz removed speech-to-text at Parents' request.

Parents provided Santa Cruz team members a copy of Dr. John Wager's February 2025 neuropsychological evaluation of Student before the IEP meeting. The IEP team discussed Wager's assessment as noted in the transition IEP document. Santa Cruz relied on this assessment in making its offer of services. Wager's assessment highlighted Student's progress and concluded he no longer had a specific learning disability in writing.

As reflected in the transition meeting notes, Santa Cruz described the general and intensive English classes available to Student, and the team discussed the pros and cons of both options. Santa Cruz explained how specialized academic instruction was

delivered at Soquel High through small group academic support classes. Fliesler recommended one period of academic support, comparable to what Student was receiving in middle school. Parents asked about individual academic instruction and stated this was important as Student had not met most of his goals. O'Farrell asked Parents why they felt Student required weekly one-to-one specialized academic instruction. In response, Parents discussed Student's needs in the areas of attention, planning and organizing writing, and spelling.

Santa Cruz team members did not agree that Student required individual instruction as the academic support class could address Student's academic and executive functioning needs as identified by Parents. They described how the general education English classes and special education academic support classes supported students' writing with graphic organizers, scaffolding, and pre-writing tasks to break down each step of the writing process. Fliesler explained how he supported his students' individual IEP goals and taught executive functioning skills such as managing and prioritizing assignments and tracking grades. The team meeting notes documented all of these discussions. At the end of the transition meeting, O'Farrell informed Parents she would send the transition amendment IEP document with the accommodations and services discussed at the meeting.

On June 3, 2025, Santa Cruz sent Parents the May 23, 2025 amendment IEP document with the meeting notes and an electronic copy of procedural safeguards. The procedural safeguards notified Parents of their rights and how to obtain further assistance, core content of prior written notice. The transition IEP amended Student's January 22, 2024 annual IEP. Specifically, after the team discussion, Santa Cruz amended the accommodations, services, and educational setting pages and added the team meeting notes. The start date for the accommodations and services was August 7, 2025,

the first day of the 2025-2026 school year for Soquel High. The entire May 2025 amendment IEP document included the January 2024 IEP meeting notes, and notes from February and May 2024 amendment meetings.

The transition IEP and meeting notes described the offer of placement, accommodations, and services, and explained why Santa Cruz was offering group instruction and declining to offer individual instruction. The transition IEP amendment identified and described the private assessment Santa Cruz team members relied upon, and discussed other options considered and factors relevant to the offer of services. The May 2025 transition IEP amendment satisfied prior written notice requirements.

SANTA CRUZ'S JUNE 13, 2025 PRIOR WRITTEN NOTICE WAS TIMELY

On June 3, 2025, Parents emailed Santa Cruz expressing their disagreement with the transition IEP amendment as it failed to include individual academic instruction. Parents requested one-to-one instruction and asked Santa Cruz to explain why it did not include this service in the May 23, 2025 transition IEP amendment. In response, O'Farrell sent Parents a prior written notice and a copy of procedural safeguards on June 13, 2025.

Santa Cruz denied Parents' request for one-to-one specialized academic instruction and clarified the various factors that informed its decision. The prior written notice explained that the individual instruction was pursuant to a settlement agreement; the agreement specifically excluded it as part of Student's defined educational placement; and Santa Cruz was not required to offer it. The written notice further explained one-to-one instruction was more restrictive than necessary given Student's needs and redundant to small group instruction provided in the academic support class.

Student failed to establish how written notice in June 2025 prior to implementation of a proposed IEP in August 2025, was untimely. The law requires that prior written notice be given a reasonable amount of time before a district intends to implement a proposed or refused change. Parents received prior written notice in the form of the IEP amendment document on June 3, 2025. They received a separate prior written notice on June 13, 2025, clarifying the factors that informed the May 2025 transition IEP amendment and refusal to offer one-to-one academic instruction for the 2025-2026 school year. The written notice afforded Parents sufficient time to be informed of Santa Cruz's refusal to offer individual specialized academic instruction and to act on that refusal. Parents took action by filing for due process on June 19, 2025.

In his closing brief, Student argued the June 13, 2025 prior written notice was insufficient as it failed to include required content and did not address Parents' concerns about Student's negligible goal progress. However, Student raised only the timeliness and not the legal sufficiency of the June 13, 2025 prior written notice.

In summary, Student did not prove Santa Cruz changed his educational placement. Student failed to prove prior written notice was legally required, let alone untimely. Regardless, Santa Cruz's May 2025 transition IEP amendment document, including meting notes and procedural safeguards, sent to the Parents on June 3, 2025, satisfied any prior written notice requirement. Irrespective of whether a second written notice was required, Santa Cruz's June 13, 2025, prior written notice was timely.

Student did not prove Santa Cruz denied him a FAPE by failing to timely provide prior written notice when it changed his educational placement.

ISSUE 3a. AND b.: DID SANTA CRUZ DENY STUDENT A FAPE IN DEVELOPING THE MAY 2025 IEP BY FAILING TO INCLUDE PARENTS AS PART OF THE IEP TEAM AND CONSIDER THEIR CONCERNS THAT STUDENT MADE NEGLIGIBLE PROGRESS ON HIS IEP GOALS IN MIDDLE SCHOOL, AND THE NEED FOR ONE-TO-ONE TUTORING SERVICES?

Student alleges Santa Cruz did not afford Parents full status as IEP team members in developing the May 2025 IEP. Rather, Student asserts Santa Cruz made decisions based on District team member determinations. Student contends Santa Cruz failed to consider Parents' concerns about Student's negligible progress on goals carried over from prior years despite one-to-one instruction. Student argues Santa Cruz dismissed Parents' concern that offering less support would not enable Student to make more progress.

Santa Cruz contends it involved Parents and viewed them as valuable IEP team members. Santa Cruz asserts it actively solicited, considered, and addressed Parents' concerns about Student's lack of goal progress and need for individual instruction. Santa Cruz argues Parents meaningfully participated in the decision making process as full team members and helped develop Student's May 2025 IEP.

PARENTS WERE INCLUDED IN STUDENT'S IEP TEAM

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); 34 C.F.R. § § 300.320 (2007) and 300.321 (2007); see Ed. Code, §§ 56032, 56341, 56345.) Federal and state law require that a district affords parents of a child with a disability an opportunity to participate in meetings with respect to the identification, assessment, educational placement, and

provision of a FAPE to their child. (20 U.S.C. § § 1414(d)(1)(B)(i), 1415(b)(1); 34 C.F.R. § 300.501(b) (2006); Ed. Code, §§ 56304, subd. (a), 56342.5.) A district must ensure that the parent of a student who is eligible for special education and related services is a member of any group that makes decisions on the educational placement of the student. (20 U.S.C. § 1414(e); 34 C.F.R. §§ 300.327 (2006) and 300.501(c)(1) (2006); Ed. Code, § 56342.5.)

Each meeting to develop, review, or revise the IEP of an individual with exceptional needs must be conducted by an IEP team. (20 U.S.C. § 1414(d)(3)(A); 34 C.F.R. § 300.320(a) (2007); Ed. Code, § 56341, subd. (a).) The IEP team must include specified members from the school district and parents or their representative, and the student if appropriate. (20 U.S.C., § 1414(d)(1)(B); 34 C.F.R. § 300.321(a) (2007); Ed. Code, § 56341, subd. (b).)

The IDEA's requirement that parents participate in the IEP process ensures that the best interests of the child will be protected, and acknowledges that parents have a unique perspective on their child's needs. (*Amanda J. v. Clark County School Dist*. (9th Cir. 2001) 267 F.3d 877, 891 (*Amanda J.*).) Santa Cruz acknowledged the importance of Parents' perspective. During his testimony, Fliesler identified Parents as the team members with the most knowledge of Student at the May 2025 transition meeting. At that time, Santa Cruz had not formally met, evaluated, or educated Student as he was still in middle school and the responsibility of Soquel Union.

Student failed to meet his burden of proving Santa Cruz did not include Parents as part of Student's IEP team. At Parents' request, Santa Cruz agreed to convene a transition EP team meeting. It was not legally required to convene such a meeting prior

to Student's matriculation. Fliesler emailed Parents on May 12, 2025, proposing Friday, May 23, 2025, at 2:45 p.m. for Student's transition meeting, if agreeable to Parents. Parents had previously shared that Fridays worked best for them. Fliesler proposed meeting in person at Soquel High and asked Parents if that would be convenient for them. He also invited Student. Santa Cruz considered Student a key team member and wanted to get to know him so it could make appropriate recommendations as he began his high school career. In follow-up emails, Fliesler provided a list of Santa Cruz team members by name and title who would attend. Bouchti attended the May 2025 IEP team meeting to meet and support Parents as they had originally reached out to him. Parents agreed to the meeting date, time, and location but noted that Student did not want to attend. Throughout these preliminary emails, Fliesler and O'Farrell expressed enthusiasm in welcoming Student to Soquel High and invited Parents to ask any questions. They treated Parents as full team members.

Santa Cruz sent Parents an official meeting notice on May 16, 2025. Parents attended the May 23, 2025 transition meeting as members of Student's IEP team and brought a list of questions. Santa Cruz team members answered their questions. Santa Cruz valued Parents' unique perspective and invited them to describe Student and what he was excited about, and to discuss his needs. Parents provided detailed responses. Parents were instrumental in modifying Student's accommodations. Parent acknowledged in her testimony that everyone at the meeting was welcoming, collaborative, and genuinely wanted to help Student. Ultimately, Parents disagreed with the May 23, 2025, transition IEP and exercised their right to withhold consent.

Parents were concerned with Santa Cruz's reference to "IEP team decisions" when Parents had not agreed with the decisions. Parents' concern is understandable. Even at hearing, O'Farrell testified that "the team" did not feel individual instruction was necessary. However, Santa Cruz's imprecise reference to the "IEP team" did not establish that Santa Cruz failed to include Parents as part of Student's IEP team.

During her testimony, Parent emphasized that Student had one IEP team, and all members were supposed to discuss Student's needs and come to a decision together. Santa Cruz's reference to the "District team" made Parents feel they were not included as part of the team. However, Student's IEP team, though one, was legally comprised of District and Student team members. Distinguishing whether it was a "District team" or "Parent team" proposal provided clarity, not exclusion; it prevented erroneously attributing a decision to the IEP team as a whole. While the law required Santa Cruz to include Parents as IEP team members, there is no legal requirement for consensus.

Student failed to prove that Santa Cruz denied him a FAPE by not including Parents as part of the IEP team.

SANTA CRUZ CONSIDERED PARENTS' CONCERNS

The next issue, whether Santa Cruz considered Parents' concerns about Student's minimal goal progress and need for one-to-one tutoring services in developing the May 2025 transition IEP, requires an understanding of meaningful participation. The IEP team must consider the concerns of the parent for enhancing the student's education, as well as information provided by the parent about the student's needs. (20 U.S.C. § 1414(d)(3)(A) & (4)(A)(III); 34 C.F.R. § 300.324(a)(1)(ii) & (b)(1)(ii)(C) (2017); Ed. Code, § 56341.1, subds. (a)(2), (d)(3) & (f).) The United States Supreme Court has recognized

that parental participation in the development of an IEP is the cornerstone of the IDEA. (*Winkleman v. Parma City School Dist*. (2007) 550 U.S. 516, 524 [127 S.Ct.1994,167 L.Ed.2d 904].) "[T]he informed involvement of parents" is central to the IEP process." (*Ibid*.) Parental participation in the IEP process is considered "[a]mong the most important procedural safeguards." (*Amanda J. supra,* 267 F.3d 877, 882.)

A school district is required to conduct not just an IEP team meeting, but a meaningful IEP team meeting. (*W.G. v. Board of Trustees of Target Range School Dist. No. 23* (9th Cir. 1992) 960 F.2d 1479, 1485, superseded on other grounds by statute (*Target Range*).) "Participation must be more than a mere form; it must be *meaningful*." (*Deal v. Hamilton County Board of Education* (6th Cir. 2004) 392 F.3d 840, 858 (emphasis in original) (*Deal*).) A parent who has an opportunity to discuss a proposed IEP and suggest changes, and whose concerns are considered by the IEP team, has participated in the IEP development process in a meaningful way. (*N.L. v. Knox County Schools* (6th Cir. 2003) 315 F.3d 688, 693 (*N.L.*); *Fuhrmann v. East Hanover Board of Education* (3rd Cir. 1993) 993 F.2d 1031, 1036 (*Fuhrmann*).)

O'Farrell was a sincere witness who thoughtfully considered each question. She established that at the May 23, 2025 transition IEP team meeting, Santa Cruz sought Parents' perspective and considered their expertise about their child and deemed it valuable. Her testimony was persuasive, corroborated by the IEP team meeting recording, and afforded substantial weight. At the transition IEP team meeting, Parents shared their concerns that Student had the same nine goals for the past two years, and even with 50 weekly minutes of one-to-one instruction, Student had only met his typing goal and a written expression goal of citing references.

Parents asked if the team was going to discuss Student's goals. Fliesler explained that the high school district typically did not address goals at a transition meeting as it had not developed, implemented, or reported on them. Santa Cruz had reviewed and was familiar with Student's goals and was confident it could implement the existing goals at the high school. O'Farrell proposed conducting Student's overdue triennial assessment at the start of 2025-2026 school year. Then, the IEP team would meet to review the assessment and Student's progress on existing goals, and propose new goals. Parents suggested removing the two goals they believed Student had achieved. Santa Cruz disagreed and indicated it would implement all of the goals and report on Student's progress after the triennial assessment was completed.

The evidence did not support Student's contention that Santa Cruz failed to consider Parents' concerns about his minimal goal progress. While Santa Cruz did not discuss goal progress reports or propose new goals, it listened to and considered Parents' concerns about Student's lack of progress. This discussion of Student's lack of progress continued as Santa Cruz asked Parents to explain why they believed Student required one-to-one instruction. Parents responded that Student needed support for his poor spelling and punctuation and in planning and organizing his writing. O'Farrell had the English teacher and Fliesler describe how the high school regular and special education classes support such needs. Even so, Santa Cruz was willing to consider if Student required additional services or supports.

As Santa Cruz described the structure of the English classes, Parents participated by explaining that Student needed additional individual support because he had attention deficit hyperactivity disorder and executive functioning challenges. Fliesler

described how he taught organization techniques and supported executive functioning skill development. He showed Parents a sample graphic organizer used in the academic support class. Parents opined that with that level of scaffolding, Student could succeed in the advanced English class.

Following this discussion, Parents expressed their understanding that Santa Cruz would likely not offer the one-to-one instruction, but they proposed keeping this service at least until Santa Cruz completed its evaluation. Santa Cruz team members explained that the structure and small size of the academic support class, no more than seven students, would support Student's writing, planning, and organizational needs.

At the transition meeting, Parents actively discussed Student's failure to make progress on his goals, likening him to pedaling very hard in middle school and going nowhere. Father expressed his concern that a resource teacher could not support Student's goals in a group setting, given the number of students and goals the teacher was responsible for. Father recognized that some goals might be shared among the students and targeted through group lessons, but many would be individual to a particular student.

Fliesler acknowledged this concern but explained that this was the resource teacher's job. Fliesler remained confident one period of academic support was appropriate based on Student's needs and goals.

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Parents asked if the high school taught spelling or used a particular curriculum. Santa Cruz supported students' use of technology tools to address spelling needs and instead focused on essay composition at the high school level. The evidence showed Santa Cruz solicited and considered Parents' concerns about Student's needs and how to best support him.

A collaborative process does not always result in consensus. While the IEP team as a whole did not agree on Student's need for one-to-one specialized academic instruction, Santa Cruz heard and considered Parents' concerns in this regard. Santa Cruz was not required to accede to Parets' request. (*Ms. S. v. Vashon Island School Dis*t. (9th Cir. 2003) 337 F.3d 1115, 1131-1132, superseded on other grounds by statute (*Vashon Island*).) The law requires that parents be included in the IEP team and that their concerns, questions, and input be taken seriously. The May 23, 2025 IEP team meeting recording and transcript show this happened.

Student did not prove that Santa Cruz denied him a FAPE in developing the May 23, 2025 IEP by failing to consider Parents' concerns about Student's negligible progress on goals and need for one-to-one instruction.

ISSUE 3c.: DID SANTA CRUZ DENY STUDENT A FAPE IN DEVELOPING THE MAY 2025 IEP BY PREDETERMINING STUDENT'S IEP OFFER BY NOT GIVING STUDENT ONE-TO-ONE TUTORING SERVICES?

Student argues Santa Cruz impermissibly decided outside of the IEP team meeting its offer of group academic instruction. Student contends Santa Cruz predetermined it would not offer individual academic instruction when the elementary

district told Santa Cruz this service was pursuant to a settlement agreement and not subject to stay put. Student alleges Santa Cruz unilaterally removed his individual instruction from the IEP and this constituted predetermination.

Santa Cruz asserts it did not predetermine that it would not offer one-to-one instruction in the May 2025 IEP. Santa Cruz argues that while it learned before the meeting that it was not obligated to offer individual instruction, it sought Parents' input at the meeting as to why Student needed this service. Santa Cruz contends it convened the transition meeting wanting to learn about Student's needs and was open to offering the academic supports and services Student required.

This issue also implicates parent participation. School districts may not unilaterally predetermine a child's special education and related services before an IEP team meeting. (*Deal, supra*, 392 F.3d 840, at 858.) A school district violates the IDEA if it "independently develops an IEP, without meaningful parental participation, and then simply presents the IEP to the parent for ratification." (*Vashon Island, supra,* 337 F.3d 1115, 1131; *Target Range, supra*, 960 F.2d 1479, 1484) A school district that predetermines the child's program and does not consider the parents' requests with an open mind, has denied parents the right to participate in the IEP process. (*Deal, supra*, 392 F.3d 840, 858; *Vashon Island, supra,* 337 F.3d 1115, 1131.) Predetermination of an IEP seriously infringes on parental participation in the IEP process, which constitutes a procedural FAPE denial. (*Deal, supra*, 392 F.3d 840, 858.)

On May 13, 2025, Parents asked Santa Cruz to send them the transition IEP and FAPE offer before the team meeting. Santa Cruz could not comply as it had not unilaterally developed the transition IEP. O'Farrell informed Parents that the IEP would

be developed at the meeting with all team members' input as a collaborative process. Santa Cruz did not unilaterally develop a final written FAPE offer prior to the transition meeting.

A school district is not required to include parents in preparatory activities to develop a proposal or a response to a parent proposal that will be discussed at a later IEP team meeting. (34 C.F.R. § 300.501(b)(3) (2006); *J.L. v. Mercer Island School Dist*. (9th. Cir. 2010) 592 F.3d. 938, 952 [finding no predetermination in holding a "pre-meeting meeting"].) School officials do not predetermine an IEP simply by meeting to discuss a child's program in advance of an IEP team meeting. (*N.L., supra,* 315 F.3d 688, 693, fn. 3.) District IEP team members may also form opinions before IEP meetings. However, if the district goes beyond forming opinions and becomes "impermissibly and deeply wedded to a single course of action," this amounts to predetermination. (*P.C. v. Milford Exempted Village Schools* (S.D. Ohio, Jan. 17, 2013, No.1:11- CV-398) 2013 WL 209478, p.7.)

A school district predetermines an offer when it presents one placement option at an IEP team meeting and is unwilling to consider other alternatives. (*H.B. v. Las Virgenes Unified School Dist*. (9th Cir. 2007) 239 Fed. Appx. 342, 344).) A school district is required to engage in open discussions of a student's educational program and show a willingness to discuss options suggested by parents. (*Anchorage, supra,* 689 F.3d 1047, 1055.) To avoid a finding of predetermination, there must be evidence the district had an open mind and might possibly be swayed by the parents' opinions and support for the IEP provisions they believe are necessary for their child. (*R.L. v. Miami-Dade County School Bd.* (11th Cir. 2014) 757 F.3d 1173, 1188–1189, citing *Deal, supra*, 392 F.3d 840, 858.) This inquiry is fact intensive.

Santa Cruz team members discussed the agenda for the transition meeting prior to the actual meeting. There is no prohibition against such preparatory discussions. Santa Cruz convened the transition IEP meeting for a limited purpose. Fliesler informed Parents in a pre-meeting email that the purpose of the transition meeting was to adapt Student's middle school IEP to the high school schedule and setting. This would encompass discussing minor adjustments. The reason for the limited scope of the transition IEP meeting was because Student, at the time of the meeting, was still a student of the elementary district. That Santa Cruz limited the scope of the May 2025 IEP team meeting did not equate to predetermining it would not offer one-to-one academic services.

On April 30, 2025, Soquel Union informed O'Farrell that it was providing Student one-to-one academic instruction pursuant to a settlement agreement with Parents. Thus, Santa Cruz learned Student's prior district did not believe Student required this service to receive a FAPE. Soquel Union also explained that Parents expressly waived stay put as to the individual minutes. This advance knowledge did not establish that Santa Cruz predetermined it would not offer individual instruction.

Despite knowing that Student's individual academic instruction was part of a settlement agreement as opposed to a required FAPE component, O'Farrell wanted to learn more about this service and why Parents believed it was important. During the meeting, she steered Parents away from thinking about "giving up or taking away minutes." Instead, she solicited Parents' input as to whether Student's current needs warranted one-to-one academic instruction. Santa Cruz showed a willingness to entertain other service options in addition to its offer of one period of academic support.

Ultimately, Santa Cruz team members disagreed that Student required one-to-one instruction to receive a FAPE. Parents argued that since they were the team members with the most knowledge of Student, Santa Cruz's failure to agree to Parents' request for individual academic instruction constituted predetermination.

This argument was not persuasive nor legally supported. Santa Cruz was not required to accede to Parents' request to avoid a finding of predetermination. (*Vashon Island, supra*, 337 F.3d 1115, 1131-32.) The IEP team meeting notes, recording, and transcript refute Student's contention of predetermination. The evidence showed Santa Cruz team members came to the transition IEP team meeting with open minds and considered Parents' preferred option of one-to-one instruction.

Student failed to prove Santa Cruz predetermined it would not offer one-to-one academic services.

ISSUE 3d.: DID SANTA CRUZ DENY STUDENT A FAPE IN DEVELOPING THE MAY 2025 IEP BY FAILING TO OFFER ONE-TO-ONE TUTORING SERVICES?

Student asserts he requires one-to-one academic instruction to make appropriate progress on his goals and receive a FAPE. Student contends individual instruction is not restrictive as he has attention, executive functioning, and foundational skill deficits that can only be addressed with individual instruction.

Santa Cruz argues one period of academic support class and the offered accommodations address Student's needs, appropriately support his goals, and would enable him to receive educational benefit. Santa Cruz further asserts that one-to-one academic instruction is impermissibly restrictive, and Student can make appropriate progress in a less restrictive setting.

Student raised a limited challenge to the omission of one service in the May 23, 2025 transition IEP, namely, one-to-one specialized academic instruction. As such, this Decision does not address the legal sufficiency of any substantive component of the IEP offer. Student did not establish that he required individual specialized academic instruction to receive a FAPE.

In general, a child eligible for special education must be provided 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 Educ. of the Hendrick Hudson Central School Dist. v. Rowley* (1982) 458 U.S. 176, 201-204 [102 S.Ct. 3034, 73 L.Ed.2d 690] (*Rowley*); *Endrew F. v. Douglas County Sch. Dist. RE-1* (2017) 580 U.S. 386, 403 [137 S.Ct. 988, 197 L.Ed.2d 335].) "Special education" is instruction specially designed to meet the unique needs of a child with a disability. (20 U.S.C. § 1401(29); 34 C.F.R. § 300.39(a) (2006).) California law defines special education as instruction designed to meet the unique needs of the student coupled with related services as needed to enable the student to benefit from instruction. (Ed. Code, § 56031, amended by Stats. 2025, Assem. Bill 784, Ch. 44 (July 14, 2025).)

California law does not specifically define the term "specialized academic instruction," but the understanding of that term in California is that its meaning is the same as the federal term "specially designed instruction." (*See* California Legislative Analyst, *Overview of Special Education in California*, November 6, 2019, (https://lao.ca.gov/Publications/Report/4110).) Specially designed instruction is defined as instruction adapting the content, methodology, or delivery of instruction to

address the unique needs of the student with a disability and to ensure access to the general curriculum so the student can meet the state educational standards that apply to all students equally. (34 C.F.R. § 300.39(b)(3) (2006).)

An IEP must contain a statement of the special education, related services, and supplementary aids and services that will be provided for the child to advance toward attaining the annual goals, be involved in and make progress in the general education curriculum, and be educated with peers with and without disabilities. (20 U.S.C. § 1414(d)(1)(A)(IV); 34 C.F.R. § 300.320(a)(4) (2007); Ed. Code, §56345, subd. (a)(4).) The IDEA does not require that a school district provide every service a parent requests or to optimize a student's potential, but rather that the educational program be tailored to the student's individual needs. (20 U.S.C. § 1400(d)(1); see Ed. Code, § 56000, subd. (a).) Adequate educational benefit under the IDEA does not require maximizing a child's potential. (*Gregory K. v. Longview Sch. Dist*. (9th Cir. 1987) 811 F.2d 1307, 1314 (*Gregory K.*); *Rowley, supra*, 458 U.S. 176, 199.) A school district is not required to adopt a parent's preferred program. (*Gregory K., supra,* 811 F.2d 1307, 1314.) The IEP need not conform to a parent's wishes to be sufficient or appropriate. (*Shaw v. District of Columbia* (D.D.C. 2002) 238 F.Supp.2d 127, 139 [IDEA does not provide for an "education … designed according to the parent's desires"] citing *Rowley, supra*, 458 U.S. at p. 207.)

Mountain Elementary School District first found Student eligible for special education and related services in February 2022 when he was in fifth grade. Student's two prior school districts, Mountain and Soquel Union, provided Student weekly individual specialized academic services in addition to group instruction. Parents fought

for Student to receive one-to-one academic instruction as neither elementary school district believed Student required this service to receive a FAPE. Pursuant to Student's IEP's and various settlement agreements, Student continued to receive individual instruction through his eighth grade graduation.

Parents are dedicated advocates for Student. It was their experience that every district they worked with wanted to take services away from Student more than they wanted to work with Parents. Parents believed Student had not made appreciable progress on his annual goals despite weekly one-to-one specialized academic instruction. Therefore, they were wary of "letting go" of this service.

Parents complained that Soquel Union focused too much on spelling at the expense of Student's other goals during the individual instruction. Even so, spelling remained an area of need for Student, calling into question the efficacy of the individual instruction and this service delivery model. Parent became emotional during her testimony about Student's poor spelling. She recognized that while technology tools could cover Student's spelling deficits, they did not teach the underlying skill. In their closing brief, Parents argued Santa Cruz should be teaching Student foundational skills such as spelling and using evidence based methods such as Orton-Gillingham. However, whether Santa Cruz failed to appropriately address Student's spelling needs was not at issue in this hearing.

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Student's January 2024 annual IEP identified Student's areas of need as follows:

- written expression including grammar, spelling, editing, and essay composition,
- executive functioning, and
- self-advocacy.

Parents argued these needs dictated Student's services and required the continued provision of individual instruction, twice weekly for 25-minute sessions, until Santa Cruz conducted new assessments or otherwise determined Student's needs had changed. Student provided no legal authority for this contention. Parents highlighted the adage that needs drive goals, and goals drive services. They argued that Santa Cruz did not know Student well enough to change his identified needs or goals, and did not do so, and therefore should not change his academic services from group and individual sessions to solely group.

This argument, however logical it may be, does not satisfy Parents' legal burden of affirmatively proving Student required one-to-one specialized academic instruction to receive a FAPE.

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STUDENT'S EXPERT ESTABLISHED STUDENT DID NOT REQUIRE INDIVIDUAL INSTRUCTION

Dr. John Wager, a board certified neuropsychologist since 2008, testified as Student's expert at hearing. Wager first assessed Student in January 2022. At that time, Wager diagnosed Student with a specific learning disorder in written expression. He also noted Student showed signs of attention deficit hyperactivity disorder, inattentive type, but did not meet all of the diagnostic criteria for that condition.

Wager reassessed Student in February 2025. The purpose of this assessment was to better understand Student's cognitive functioning and academic abilities to best support him at school. Wager determined Student had high-average intelligence but struggled with executive functioning tasks. The assessment showed Student's executive functioning difficulties were more apparent than in Wager's first evaluation and were the primary contributor to his academic challenges. Wager determined Student met all the criteria for attention deficit hyperactivity disorder, inattentive type.

In his report and at hearing, Wager explained that the executive functioning system is responsible for

- monitoring task performance,
- organizing,
- planning,
- integrating feedback,

- multitasking,
- holding rules in mind, and
- employing mental flexibility.

Student was skilled at registering and processing new information. However, he struggled to accurately and efficiently form, store, and retrieve learning files in his memory bank and effectively demonstrate his knowledge. Wager concluded Student required executive functioning accommodations such as breaking down and sequencing tasks and allowing extended time to demonstrate his knowledge. Wager opined Student could compensate for his executive functioning deficits if information was presented in a structured format, and he was allowed to work at his own pace. Wager concluded that Student did not require one-to-one instruction to address his executive functioning and attention deficits.

Student's writing had improved tremendously since the 2022 evaluation, though spelling was a potential area of vulnerability. Wager found that Student's prior diagnosis of a specific learning disorder in written expression had been remediated. This included the areas of spelling accuracy, grammar and punctuation accuracy, and organization of written expression. Student's foundational written expression skills improved to such an extent that he no longer met diagnostic criteria for having a specific learning disorder. Wager's assessment results refuted Parent's testimony and closing argument that Student required remediation in foundational language skills such as spelling.

Wager attributed Student's improved writing skills to hard work and continuous exposure, not to individual academic instruction. In his report and testimony, Wager did not recommend that Student receive one-to-one academic instruction. Rather,

Wager opined that Student would likely require stronger executive functioning accommodations and 50 percent extra time for tasks and tests, as academic demands and the complexity of written tasks increased.

Wager recommended numerous accommodations that Student had already been receiving pursuant to his middle school IEP. He additionally recommended a study skills specialist to help with planning and organization skills, and an executive functioning specialist "to establish a consistent routine at home and at school." Wager believed Student could be successful in high school so long as he received support in planning, organizing, and structuring complex assignments. Wager established such support could come from many avenues including an application, a peer, Parents, or a teacher. Wager recognized that 50 minutes per week of individual instruction could be very effective in supporting Student. However, he emphasized there were multiple ways to support Student's educational needs. Student's expert refuted Parents' contention that only one-to-one specialized academic instruction would enable Student to make appropriate progress and receive educational benefit.

The testimony of Student's expert did not establish that Student required one-to-one specialized academic instruction to receive a FAPE.

STUDENT'S ONE-TO-ONE TEACHER DID NOT RECOMMEND INDIVIDUAL INSTRUCTION

Parents also presented the testimony of Elizabeth Humphreys, who provided Student's one-to-one specialized academic instruction during the 2024-2025 school year. Humphreys had a master's degree in education, and multiple subject teaching and education specialist credentials. She had more than 10 years of experience in the

education field. Humphreys worked with Student individually twice a week for 25 minute sessions in a corner of the learning center during his group specialized academic instruction. She had never provided individual academic instruction to a student as successful and high functioning as Student. Student demonstrated a comprehensive academic skill set. He was successful in his eighth-grade classes and earned above-average grades. Humphreys supported Student on his May 2024 annual goals. The purpose of annual goals is to permit the IEP team to determine whether the student is making progress in an area of need. (Ed. Code, § 56345, subd. (a)(2).) Whether Student met his annual goals or whether these goals were appropriate, or measured or implemented correctly, was not at issue in this hearing.

Parents asserted Student was not making progress on his goals even with 50 weekly minutes of one-to-one services. This assertion undercut their position that Student required this very service to make progress. Regardless, the evidence did not support Parents' assertion. Humphreys conducted progress checks every few weeks and noted Student's goal progress. Student gained and demonstrated the skills targeted by his written expression, executive functioning, and self-advocacy goals. At the time of the May 2025 IEP meeting, Student's IEP team had his February 2025 goal progress reports. These reports showed Student was making progress. Additionally, Wager's assessment established that Student's writing skills had greatly improved. In their closing brief, Parents assert Student required one-to-one instruction to learn the fundamental skills underlying his goals. The evidence did not support this assertion. Wager determined through his assessment that Student possessed foundational written language and editing skills, including spelling, grammar and punctuation.

There was nothing inherent in Student's goals that required individual instruction. Student had two spelling goals. Even though spelling was not comprehensively taught at the middle or high school level, both Humphreys and Fliesler credibly opined Student's spelling needs could be appropriately supported with small group academic instruction. Based on her teaching experience and work with Student, Humphreys established that the small group structure of a resource class would appropriately support Student's progress towards his spelling goals. Fliesler corroborated Humphreys' testimony. Fliesler was familiar with Student's goals and heard Parents' description of Student's negligible progress and need for individual services. Based on this information and his experience as a resource teacher, Fliesler felt strongly he could appropriately support Student and his goals in his academic support class without additional one-to-one academic instruction.

Humphreys candidly opined that Student would have made meaningful progress on his goals even without her services. Humphreys' opinion that Student did not need one-to-one instruction to receive educational benefit was corroborated by Wager's assessment and recommendations, shared by Fliesler, and persuasive. Humphreys noted that at times Student did not want to leave the group instruction or activity he was engaged in to work individually. In her opinion pulling Student from his learning center peers and small group instruction was not beneficial.

Even if the evidence showed Student did not make appropriate progress on his goals in light of his circumstances, this would not prove he required one-to-one specialized academic instruction to receive a FAPE. Parents' deep concern that Student would not be able to achieve his goals without individual instruction did not satisfy their affirmative duty to prove Student required this service to receive a FAPE. Student

did not prove he required one-to-one instruction to receive educational benefit. Therefore, Santa Cruz's defense that this service would not comply with the least restrictive environment mandate is not analyzed.

Santa Cruz IEP team members had reviewed Student's transcript and report cards, his state and school site testing, his IEP and goal progress reports, and Wager's evaluation. Santa Cruz also relied on its own class observation of Student at his middle school and middle school teacher interviews. Santa Cruz team members observed Student engaged and on task in his middle school class. His learning center and science teachers expressed no concerns and described Student as a great student. Most importantly, Santa Cruz team members considered Parents' description of Student's needs and why they believed individual instruction supported his needs.

All of this informed Santa Cruz's determination that it could appropriately support Student to attain his goals and advance in the general education high school curriculum with group academic instruction. Santa Cruz reasonably determined Student did not require individual academic instruction to receive a FAPE.

Student did not meet his burden of proving he required one-to-one academic instruction.

STUDENT'S CURRENT FUNCTIONING

Whether a student was offered or denied a FAPE is determined by looking to what was reasonable at the time the IEP was developed, not in hindsight. (*Adams v. State of Oregon* (9th Cir. 1999) 195 F.3d 1141, 1149, citing *Fuhrmann, supra,* 993 F.2d 1031, 1041.) While Santa Cruz' actions "cannot be judged exclusively in hindsight," (*Adams, supra*,195 F.3d 1141, 1149), the Ninth Circuit has observed that after-acquired

evidence may shed light on the objective reasonableness of a school district's actions at the time the school district rendered its decision. *(E.M. v. Pajaro Valley Unified School Dist*. (9th Cir. 2011) 652 F.3d 999, 1006.) Student's educational functioning at the time of hearing showed he had made a successful transition to high school.

Student chose to take a more difficult course load which included intensive English 1, Spanish 2, and Math 2. This was an unusual and challenging schedule for a freshman. Even so, Student was receiving A's and B's at the time of hearing, and his teachers had not raised any concerns about Student's ability to successfully complete his work.

Wager had no doubt that Student could succeed in high school with the right supports targeting his executive functioning needs. At the time of hearing, Student was receiving 245 weekly minutes of specialized academic instruction in Fliesler's academic support class. The class had a total of three students. As was his practice, Fliesler provided Student small group instruction as well as individual time as needed to support Student with assignments and on his goals. He supported Student in the area of executive functioning, teaching techniques for organizing and planning essays, and helped Student prepare, maintain, and prioritize an individual to do list, tracking assignments, due dates, and grades.

Parents introduced into evidence two of Student's handwritten high school work samples. These were rough drafts, not finished assignments. The samples contained spelling and other errors. While they were not strong drafts, they did not establish that Student required one-to-one academic instruction. Parents argued in their closing brief that Student should be able to produce quality grade level work samples, without

spelling errors, and in handwritten format without spell check or grammar software. This argument, coupled with Student's draft work samples, did not prove Student required one-to-one academic instruction.

Student did not meet his burden of proving that Santa Cruz denied him a FAPE by failing to offer one-to-one academic instruction in the May 2025 IEP.

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:

Santa Cruz did not deny Student a FAPE by failing to hold a transition meeting after Parents' March 2025 request.

Santa Cruz prevailed on Issue 1.

ISSUE 2:

Santa Cruz did not deny Student a FAPE by failing to provide timely prior written notice of a change to Student's educational placement.

Santa Cruz prevailed on Issue 2.

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ISSUE 3a.:

Santa Cruz did not deny Student a FAPE in developing the May 2025 IEP by not including Parents as part of the IEP team.

Santa Cruz prevailed on Issue 3a.

ISSUE 3b.:

Santa Cruz did not deny Student a FAPE in developing the May 2025 IEP by failing to consider Parents' concerns that Student made negligible progress on his IEP goals in middle school and the need for one-to-one tutoring.

Santa Cruz prevailed on Issue 3b.

ISSUE 3c.:

Santa Cruz did not deny Student a FAPE in developing the May 2025 IEP offer by predetermining it would not give Student one-to-one tutoring services.

Santa Cruz prevailed on Issue 3c.

ISSUE 3d.:

Santa Cruz did not deny Student a FAPE by failing to offer one-to-one tutoring services in the May 2025 IEP.

Santa Cruz prevailed on Issue 3d.

ORDER

All relief sought by Student 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.

Theresa Ravandi
Administrative Law Judge
Office of Administrative Hearings