

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

PARENT ON BEHALF OF STUDENT,

V.

SAN DIEGO UNIFIED SCHOOL DISTRICT.

CASE NO. 2025080622

DECISION

March 26, 2026

On August 15, 2025, Student filed a due process complaint with the Office of Administrative Hearings, called OAH, naming San Diego Unified School District, called San Diego. On September 12, 2025, OAH granted the parties' joint request for a continuance for mediation. Administrative Law Judge Deborah Myers-Cregar heard this matter by videoconference on December 16, 17, 18, 2025, and January 6, 7, 8, 2026.

Attorney Damien Fragoso represented Student. Parents attended all hearing days on Student's behalf. Attorneys Rebecca Diddams and Fiona Murphy represented San Diego. Jessica Coleman, program specialist for due process hearings and mediations, attended all hearing days on San Diego's behalf.

At the parties' request, the matter was continued to February 17, 2026, for written closing briefs. The record was closed, and the matter was submitted on February 17, 2026.

The parties discussed the issues at the prehearing conference and on the first day of hearing. Student's attorney agreed and represented that the original issue alleging San Diego denied Parents meaningful participation by predetermining placement should not be included as it was subsumed under the issues alleging a failure to consider the continuum of placement options and failure to offer appropriate placement. The issues are rephrased by the ALJ for clarity, as allowed by the holding of *J.W. v. Fresno Unified School Dist.* (9th Cir. 2010) 626 F.3d 431, 442-443. No substantive changes were made.

## ISSUES

1. Did San Diego deny Student a free appropriate public education, referred to as a FAPE, during the 2024-2025 school year, at the October 1, 2024, individualized education program, called IEP, team meeting, by:
  - a. failing to offer appropriate goals in reading, math, writing, communication, social-emotional development, and anxiety;
  - b. failing to offer appropriate services in specialized academic instruction, speech and language, and counseling;
  - c. failing to consider the continuum of placement options;  
and
  - d. failing to offer appropriate placement?

2. Did San Diego deny Student a FAPE during the 2024-2025 school year at the February 13, 2025, and March 26, 2025, IEP team meetings, by:
  - a. failing to have all legally required members attend;
  - b. failing to offer appropriate goals in reading, math, writing, communication, social-emotional development, and anxiety;
  - c. failing to offer appropriate services in specialized academic instruction, speech and language, and counseling;
  - d. failing to consider the continuum of placement options; and
  - e. failing to offer an appropriate placement?

## 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 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).)

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 [126 S.Ct. 528, 163 L.Ed.2d 387]; and see 20 U.S.C. § 1415(i)(2)(C)(iii).) Here, Student requested the hearing and had the burden of proof. 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 15 years old and in ninth grade at the time of hearing. Student resided within San Diego's geographic boundaries at all relevant times. Student was eligible for special education under the categories of autism and specific learning disability. She also had attention deficit hyperactivity disorder. Student exhibited challenges in social interactions, participating in group discussions, and moderate to severe attention and executive function weaknesses. Student had low average cognitive abilities.

## STUDENT'S EDUCATIONAL PROGRAM

Student attended seventh grade at a San Diego middle school for the 2023-2024 school year. Student primarily attended general education classes, co-taught with a special education teacher who provided accommodations and small group instruction to five to seven students with IEPs. The classes were designed to meet grade level expectations. While Student did not perform at grade level in math and reading, she made progress. Student was also initially enrolled in a study skills elective class with 10 students with IEPs, taught by a special education teacher and a paraprofessional. Parents removed Student after eight weeks for a different elective. Student was friendly, sociable, and worked well in small groups with her peers.

At the February 21, March 20, and April 16, 2024, IEP team meeting, for eighth grade, San Diego offered:

- continued placement at a San Diego middle school;
- general education 88 percent of her school day in math, English language arts, science, social studies, physical education, and an elective;
- core academic classes co-taught with a special education teacher working with Student in small groups in the classroom;
- goals in social emotional behavior, communication development, reading, writing, and math;
- a positive behavioral intervention to help Student with off-task behavior during class;

- 12 hours per week of specialized academic instruction in the co-taught general education classroom;
- 15 hours per year of psychological services;
- 12 hours per year of speech services;
- accommodations;
- an additional adult support assessment to address Parents' concerns; and
- continuation of the IEP team meeting to review the assessment.

At the April 16, 2024 IEP team meeting, the team reviewed the additional adult support assessment results. The IEP team agreed Student was independent or required minimal prompting in behaviors, physical access, and health/personal care. The IEP team concluded Student did not require a one-to-one aide. The IEP team agreed Student could participate in general education at grade level, with occasional mild to moderate special education services and supports. Her academic needs were being met by the co-taught classes.

Parents consented in full to the April 16, 2024 IEP.

On July 26, 2024, Parents' attorney gave San Diego an undated copy of Dr. Spencer Wetter's neuropsychological report, whom Parents privately hired in 2021 and 2024 to assess Student for educational recommendations. Also, on July 26, 2024, Parents' attorney gave San Diego notice of unilateral parental private placement at Cal Coast Academy. Cal Coast Academy is a private general education school that does not provide special education services. Student's teachers and administrators at Cal Coast Academy did not hold California teaching or administrative credentials.

On August 19, 2024, the parties entered into a final settlement agreement regarding OAH Case No. 2023120865. Parents waived claims to any alleged failure by San Diego to offer appropriate placement, services and goals for the five IEPs held during the 2023-2024 school year. Therefore, the February 21, 2024 IEP, the March 20, 2024 IEP, and the April 16, 2024 IEP, and the corresponding FAPE offers, are not at issue.

ISSUE 1: DID SAN DIEGO DENY STUDENT A FAPE DURING THE 2024-2025 SCHOOL YEAR AT THE OCTOBER 1, 2024 IEP TEAM MEETING BY:

ISSUE 1a: FAILING TO OFFER APPROPRIATE GOALS IN READING, MATH, WRITING, COMMUNICATION, SOCIAL-EMOTIONAL DEVELOPMENT, AND ANXIETY?

Student contends San Diego offered inadequate goals because it only offered one goal each in communication, reading, writing, and math, despite significant deficits identified in Dr. Wetter's report.

Student asserts San Diego did not provide appropriately ambitious goals for Student because Student was several grade levels behind in math and reading. Student contends Parent requested Student receive material at lower grade levels, which San Diego declined.

San Diego contends at the October 1, 2024 IEP team meeting, they offered to address her goals by including the study skills elective back into Student's schedule, based on the progress she made the year before.

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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 progress appropriate 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 Sch. Dist. RE-1* (2017) 580 U.S. 386, 402 [137 S.Ct. 988, 1000].)

An IEP is a written document describing a child's present levels of academic achievement and functional performance, and a statement of measurable annual goals, including academic and functional goals designed to meet the child's educational needs. (Ed. Code, § 56345, subd. (a)(1), (2); 34 C.F.R. § 300.320(a) (2006).) The IEP must also contain a description of the manner in which the progress of the child toward meeting the annual goals will be measured and when periodic reports on the progress the child is making will be provided. (Ed. Code, § 56345, subd. (a)(2) & (3); 34 C.F.R. § 300.320(a)(3) (2006).)

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Whether a student was offered or denied a FAPE is determined by looking at 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, (*Adams*), citing *Furhman v. East Hanover Board of Education* (3d Cir. 1993) 993 F.2d 1031, 1041.) This is known as the "snapshot rule."

The purpose of annual goals is to permit the IEP team to determine whether the student is making progress in an area of need. An IEP must include a statement of measurable, annual academic and functional goals designed to meet the needs of the student to enable the student to be involved in and make progress in the general education curriculum. An IEP must also include a description of how the student's progress toward annual goals will be measured. (Ed. Code, §56345, subds. (a)(2) & (3).)

The adequacy of a given IEP turns on the unique circumstances of the child for whom it was created. (*Andrew F., supra*, 580 U.S. at p. 404.)

## SAN DIEGO'S FEBRUARY 21, MARCH 20, AND APRIL 16, 2024 IEP FAPE OFFERS ARE NOT AT ISSUE

Student waived claims to challenge the appropriateness of San Diego's February 21, March 20, and April 16, 2024 FAPE offer by settlement agreement. Therefore, Student's challenge to the October 1, 2024 IEP is limited to what San Diego knew at the time, based on new information presented by Dr. Wetter's report, and whether it acted reasonably.

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## OCTOBER 1, 2024 IEP TEAM MEETING TO REVIEW DR. WETTER'S IEE REPORT

On October 1, 2024, the IEP team met to review Dr. Spencer Wetter's report and discuss his findings. Dr. Wetter is a neuropsychologist in private practice with experience in the medical setting. Dr. Wetter is not an educational psychologist. Parents hired him to assess Student three separate times over several years. San Diego considered Dr. Wetter's report, including his opinions as to Student's educational needs and any relevant impact on Student's annual IEP goals.

Dr. Wetter's undated report was 27 pages. He evaluated Student on April 16, 23, May 3, and 7, 2024. His colleague Dr. Lauren Feiner observed Student in two classes at her middle school on May 10, 2024, and was accompanied by San Diego school psychologist Naomi Diem.

Dr. Wetter's report listed 19 assessment tools. In the narrative section of his report, Dr. Wetter referenced Student's results using only the Relative Proficiency Index rather than using the standard scores which are appropriately used in the educational setting. Dr. Wetter used percentages and did not provide any standard scores which the IEP team needed to understand Student's results. He attached a statistical summary appendix but it did not match the assessments in his narrative report because the results were from a 2021 evaluation, not the current 2024 evaluation. Dr. Wetter did not identify what subtests he was referring to in his narrative reports. There were no comparable scores. The assessment scores were inaccurate. Therefore, there were no means for the IEP team to cross-reference Student's standard scores across any of the assessment he purportedly conducted.

Dr. Wetter diagnosed Student with a specific learning disability with an impairment in reading and math pursuant to the Diagnostic and Statistical Manual, Fifth Edition. However, that diagnostic tool is not designed for the educational context, which makes his diagnosis less reliable. For purposes of educational evaluations, the standardized assessments should be evaluated within the eligibility criterion contained in the IDEA, California Education Code, and the California Code of Regulations.

Dr. Wetter did not mention the word autism in his 27-page report despite Student's qualifying eligibility of autism. Dr. Wetter did not diagnose Student with autism spectrum disorder, even though he purportedly conducted several autism-related assessment tools:

- the Behavior Assessment System for Children, Third Edition;
- the Autism Diagnostic Observation Schedule, Module 3, with interview questions; and
- the Social Communication Questionnaire.

Dr. Wetter did not diagnose Student with anxiety disorder or any other mental health disorder, under the Diagnostic and Statistical Manual, Fifth Edition or educational standards.

Dr. Wetter did not diagnose Student with attention deficit hyperactivity disorder.

Dr. Wetter provided no discussion of any social emotional assessments. He provided a partial diagnosis without supporting data.

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Dr. Wetter relied on the invalid observations of Dr. Feiner. San Diego school psychologist Diem accompanied Dr. Feiner during her observations in two classrooms and introduced her to both sets of the credentialed classroom teachers. However, Dr. Feiner mischaracterized the general education teachers and special education teachers, known as education specialists who held masters' degrees, in the narrative portion of her observation. Dr. Feiner referred to these qualified and credentialed teachers as "classroom aides." Dr. Feiner inaccurately described Student's program as a pull-out program with a shared aide. This significant mistake created an inaccurate picture of Student's educational program and the level of support she received. It affected Dr. Wetter's findings.

Dr. Wetter recommended Student attend an educational program which had classes with 10 or fewer students, and with a one-to-one aide. Dr. Wetter recommended one-to-one instruction in problem solving, foundational academic skills, and organizational skills. Dr. Wetter recommended Student attend a private school like Cal Coast Academy or Fusion Academy. Dr. Wetter did not discuss the impact of Student not having access to special education services in those placements.

Dr. Wetter's testimony was not convincing, as it highlighted numerous inaccuracies. He had no plausible explanation for why his report contained so many errors, which called into question his accuracy and professionalism. Regarding his scoring system, Dr. Wetter opined his reliance on the Relative Proficiency Index was more accurate because the data was not normed to a bell curve. He reported that the

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standard score system was normed on a bell curve and was positively skewed and not reliable. Dr. Wetter's opinion was unpersuasive and highlighted his lack of experience in conducting educational evaluations.

For these reasons and additional reasons explained below, Dr. Wetter's report and testimony were given no weight.

THE OCTOBER 1, 2024 IEP TEAM REASONABLY DETERMINED  
DR. WETTER'S REPORT HAD NUMEROUS INACCURATE SCORES,  
FLAWED DATA, AND UNRELIABLE CONCLUSIONS

During the October 1, 2024 IEP team meeting, school psychologist Diem and program specialist Jessica Coleman, also a former school psychologist, questioned the accuracy of Dr. Wetter's observations, data, and assessment report. Dr. Wetter admitted he made errors in the narrative and the scoring addendum. The data did not match because he used information from a 2021 evaluation.

Dr. Wetter acknowledged Dr. Feiner made errors regarding her classroom observations of Student when she misidentified the credentialed teachers as aides. Dr. Feiner provided no observational information describing what she witnessed occurring in Student's classrooms.

Diem and Coleman convincingly testified that Dr. Wetter's reliance on the Relative Proficiency Index, rather than on standard scores, created confusion. The confusion made it difficult for the IEP team to interpret Student's scores and her

progress in all assessment areas. Dr. Wetter assured the IEP team he would provide a corrected report, but he did not do so until he reevaluated Student on April 16, 2025, one year later, which again did not contain standard scores.

Diem and Coleman convincingly testified that they had concerns with the validity and reliability of Dr. Wetter's report. They also discussed their concerns about the inaccurate observation data with him at the IEP team meeting.

Diem persuasively explained that assessment tools are developed over many years, are standardized, and are designed to be reliable. Standardized assessment tools are normed across large populations of students on a bell-shaped curve. The average score is 100, with standard deviations of 10. Scores between 90 and 109 fall within the average range. Scores between 80 and 89 fall within the low average range. In the educational setting, this provides a streamlined comparison of a student's scores and progress across all areas, over time.

Diem convincingly testified that Dr. Wetter's method of measuring results was inaccurate and is not used in the educational setting. His method made it almost impossible to compare the scores to other children Student's age, and did not provide the IEP team with an idea of where Student fell on the bell curve. Dr. Wetter admitted he attached the wrong scores into his report, because he had tested Student so many times. Dr. Wetter attempted to show the IEP team Student's scores on his laptop computer, but Diem and the others were confused by his explanations.

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Diem and Coleman established the IEP team believed Dr. Wetter's errors affected the validity of the data and conclusions. The IEP team had no confidence in his findings, and as a result, the IEP team agreed not to make changes to Student's goals. The IEP team did agree to offer Student re-enrollment in a special education study skills class, discussed further in Issue 1b.

Student did not establish that her IEP goals in communication, reading, writing and math were not appropriate because there was only one goal. However, Student's argument that her goals were not robust enough because she was up to one year below grade level in writing and two years below grade level in math, was inconsistent with Parents' requests to place her into lower academic level classes.

Katherine Parr, a general education English teacher with a master's degree in education, credibly described the importance of maintaining Student in her grade level classroom with grade level content. Student benefited from her teachers modeling instruction and peer interactions at the higher level. Although Student was in eighth grade but learning at a sixth grade level, she was able to independently achieve progress above her grade level. Students achieve a sweet spot when they are exposed to more complex texts, hear higher level students model the texts, and experience social interactions guided by teachers.

Education specialist Heather Thalman, Student's special education history teacher, held a master's degree in special education with an emphasis in transition services. She has 12 years' experience as a special education teacher. Thalman holds both a teaching credential in secondary education and an education specialist credential. Thalman credibly opined that placing Student in a lower-level class such as math, would limit her growth. While Student might find a math concept hard to

master, it did not mean she could not master it. By not exposing her to grade level standards, her teachers would not know what she could accomplish. Student could make appropriate progress at grade level with special education supports and modifications.

Diem similarly opined that Student should not be working on a lower level of academics because she had the appropriate teacher support and accommodations in her program. While Student did not make progress at the rate Parents hoped, she nonetheless continued to make progress with the supports provided to her in the general education setting. Diem credibly testified that students tend to keep their general cognitive profile. Student had certain parts of her profile that could change with intervention, and some weaknesses in visual reason which rarely improves with intervention. Student was open to learning and was able to access the curriculum. She needed a good deal of supports, which the special education co-teachers provided.

Student did not establish Dr. Wetter's report was a reliable source upon which to develop Student's IEP goals. San Diego fulfilled its legal requirement to review his report and consider its findings. However, the IEP team acted reasonably when it did not draft new goals based on Dr. Wetter's recommendations. Student did not offer any evidence other than Dr. Wetter's report to support her contention that San Diego failed to offer appropriate goals in the October 1, 2024 IEP.

Therefore, San Diego did not deny Student a FAPE by failing to offer different goals at the IEP team meeting. San Diego prevailed on Issue 1a.

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ISSUE 1b: FAILING TO OFFER APPROPRIATE SERVICES IN  
SPECIALIZED ACADEMIC INSTRUCTION, SPEECH AND  
LANGUAGE, AND COUNSELING?

SPECIALIZED ACADEMIC INSTRUCTION

Student contends San Diego did not update Student's services to include Dr. Wetter's recommendations that Student attend classes with less than 10 students and receive one-to-one instruction in problem-solving and foundational skills. Student asserts her specialized academic instruction in the co-taught general education classes did not provide individual intervention.

San Diego contends it reviewed Dr. Wetter's report, affirmed placement in the co-taught classes, and offered to re-enroll Student in a study skills class taught by a special education teacher.

Related services means developmental, corrective, or other supportive services designated to enable an individual with special needs to receive a FAPE as described in their IEP, and as may be required to assist the student to benefit from special education. (Ed. Code, § 56363, subd. (a).) Related services, when needed are determined by the IEP team. (Cal. Code Regs., tit. 5, 3051, subd. (a)(1).) The IEP must show a direct relationship between present levels of performance, goals, and specific educational services to be provided. (Cal. Code Regs., tit. 5, 3040, subd. (b).)

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SAN DIEGO'S GENERAL EDUCATION CLASSES CO-TAUGHT  
WITH SPECIAL EDUCATION TEACHERS PROVIDED STUDENT  
WITH APPROPRIATE INDIVIDUAL INTERVENTION

Student failed to prove San Diego did not offer appropriate specialized academic instruction. Based on what San Diego knew at the time, Student made progress in the general education co-taught classes with special education teachers.

Education specialist Thalman was Student's case manager and co-taught Student in history and study skills. Thalman explained the co-teaching model provided Student with a subject matter expert general education teacher, and a special education teacher to provide accommodations. Thalman co-taught Student and five to seven other students with IEPs in the general education classroom.

Thalman provided access to the curriculum so Student could be exposed to and meet grade level standards. Student was graded on California State standards and was held to the same standards as general education students. San Diego used mastery-based grading, in which Student took assessments and was given several opportunities over time to demonstrate proficiency with a specific skill. Student received feedback and was allowed to continue practicing a skill and have a reassessment with similar content. Thalman worked on Student's reading, writing, and coping strategy goals, and indirectly supported her speech goal.

Thalman co-taught Student's history class with five to seven special education students. She taught Student's study skills class with a paraeducator with 10 special education students. Thalman described Student as motivated and hard working. Student was engaged in the work they were doing, and willing to work on her reading

and math development. Student was comfortable asking Thalman for support if she needed it. Thalman noted Student's writing improved tremendously with practice and support. Thalman opined Student had structure and supports in place to start and complete tasks.

Thalman accommodated the material by altering and simplifying the material, adding pictures, and adjusting the format of the lesson to ensure Student had access to the material. Thalman modeled each instruction step by step. She provided all her students with graphic organizers, color-coded to match unit activities on Google classroom. Thalman occasionally worked in small groups in the classroom, especially when a new skill was introduced. She rarely pulled Student out of the classroom for instruction because she wanted her to spend as much time in general education as possible, and believed the small group setting inside the general education classroom was sufficient. Thalman credibly opined Student could participate in the general education curriculum in history.

At the October 1, 2024 IEP team meeting, San Diego offered to reenroll Student in an additional study skills elective taught by a special education teacher and an instructional aide.

Based upon what the October 1, 2024, IEP team knew at the time, Student was able to successfully access grade level curriculum with the co-teaching model. San Diego provided access to the curriculum so Student could meet the grade level standards. Student failed to establish San Diego did not offer appropriate specialized academic instruction. As discussed in Issue 1a, Dr. Wetter's report was not reliable and

his testimony was not persuasive due to the many inaccuracies. The IEP team acted reasonably when it maintained Student's specialized academic instruction at the same level and offered to re-enroll Student in a study skills class.

San Diego prevailed on Issue 1b.

## SPEECH AND LANGUAGE SERVICES

Student did not address her contention that San Diego's offer of speech and language services was not appropriate. The offer was 12 hours per year, 30 minutes per week, provided as direct pull-out services. Student did not provide any evidence establishing they were not appropriate.

San Diego prevailed on Issue 1b.

## COUNSELING SERVICES

Student asserts San Diego's offer of counseling services was not appropriate because it did not specify the delivery model which would address Student's social and emotional goals. Student asserts her anxiety was severe requiring medication, and San Diego failed to appropriately address it. Student does not dispute the clerical error in the IEP written as 15 hours of counseling per month.

San Diego asserts their offer of counseling services was appropriate, based on Student's prior progress and growth with the same level of services. San Diego asserts its offer of 15 hours per year, three 30-minute sessions per month, was appropriate to address her needs.

Student did not establish she had social-emotional concerns that the coping strategy goal and the counseling services did not appropriately address.

Diem convincingly opined she knew Student well, and provided counseling to her three times per week during seventh grade. Diem also provided counseling to Parents. From the beginning of their sessions, Student was very comfortable and vocal with Diem. Student had a lot to say to her. Generally, she spoke about being a little stressed and overwhelmed when she transitioned to seventh grade from her prior private placement. As time went on, Student adjusted and spoke about different topics, and was less focused on her anxiety at school. Student discussed some peer issues and felt overwhelmed with the many after school activities, social skills groups, and private tutoring sessions Parents arranged for her. Student was initially introverted, but soon started to make friends and felt more comfortable at school and coping at home. Sometimes Student vented to be heard, and Diem discussed strategies such as journaling.

Student's anxiety was not severe and was typical for her age. She needed minimal support. Student benefited from Diem's counseling sessions, by having someone to speak with, and organize, and develop plans of action and strategies. Diem credibly opined the counseling services offered were appropriate.

Program specialist Coleman credibly testified when Student started the 2023-2024 school year, she appeared slightly anxious adjusting to her new school at the beginning of the school year, which dissipated. Coleman practiced coping strategy goals with Student to help her to be calm and relaxed, including deep breathing, journaling, listening to music, and taking movement breaks. Student could adequately access her educational program, and it was appropriate to provide Student with the same level of support because she was successful at that level during seventh grade.

Student did not establish that Dr. Wetter's report proved her social emotional needs required more than three 30-minute counseling sessions per month. Student failed to prove there was new information in his report and in their discussions that the IEP team failed to appropriately consider that would have justified a change in counseling services.

San Diego prevailed on Issue 1b.

### ISSUE 1c: FAILING TO CONSIDER THE CONTINUUM OF PLACEMENT OPTIONS?

Student contends San Diego refused to consider and discuss the private school placement which Dr. Wetter recommended in his report.

San Diego contends Dr. Wetter's report did not provide credible information to warrant offering Student a different placement. San Diego asserts it responded by offering an additional study skills class taught by a special education teacher.

California law defines specific educational placement as a unique combination of facilities, personnel, location or equipment necessary to provide instructional services as specified in the IEP, in any one or a combination of public, private, home and hospital, or residential settings. The IEP team must document why the student's disability prevents their needs from being met in a less restrictive environment, even with the use of supplementary aids and services. (Cal. Code Regs., tit. 5, § 3042.)

Each public agency must ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services. The continuum must include the alternative placements such as instruction in

regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. The continuum must also include provision for supplementary services, such as resource room or itinerant instruction, to be provided in conjunction with regular class placement. (34 C.F.R. § 300.115; Ed. Code, § 56360.)

A district must make a continuum of placement options available, but does not need to discuss every possible placement at every IEP team meeting. (See *L.S. v. Newark Unified Sch. Dist.* (N.D.Cal., May 22, 2006, No. C 05-03241 JSW) 2006 WL 1390661, pp. 5-6 [nonpub. opn]; *Katherine G. v. Kentfield Sch. Dist.* (N.D.Cal. 2003) 261 F.Supp.2d 1159, 1189-1190.) Only placement options that are likely to be relevant to a student's needs must be discussed.

Student did not cite authority supporting her claim that San Diego was required to consider and discuss all placement options at the October 1, 2024, IEP team meeting.

San Diego considered the impact of Dr. Wetter's opinions with respect to Student's placement at the October 1, 2024 IEP team meeting. Dr. Wetter's report recommended two private placements. Dr. Wetter's opinion was based on inaccurate information and observations made by Dr. Feiner.

School psychologist Diem credibly testified San Diego had available a continuum of placement options. Parents did not request San Diego offer a change of placement. Diem explained if Parents had asked about a change in placement, then the IEP team would have had a long discussion about it. San Diego acted appropriately when it discussed his report and asked questions to understand his recommendations, including

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as to placement. Dr. Wetter's neuropsychological report contained many inaccuracies and San Diego acted reasonably when it chose not to follow his recommendations to place Student in a private school such as Cal Coast Academy or Fusion Academy.

San Diego had a continuum of placement options available but was not required to discuss all possible placements, especially because Student had shown success in a general education program co-taught with an education specialist, with supplementary services and supports. As will be discussed in Issue 1d, San Diego had an obligation to offer Student placement in a program that met her academic and functional needs. To achieve this, San Diego offered to add the special education study skills class back into Student's schedule to support her in the general education co-taught program.

Student did not prove San Diego did not consider the continuum of placement options available at the October 1, 2024 IEP team meeting. San Diego prevailed on Issue 1c.

#### ISSUE 1d: FAILING TO OFFER APPROPRIATE PLACEMENT?

Student contends that Dr. Wetter's recommendation of a private school setting was the most appropriate placement. Student contends San Diego copied its prior placement offer of 88 percent of the time in the general education setting.

San Diego contends it offered appropriate placement which was objectively reasonable at the time.

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In determining the educational placement of a child with a disability, a school district must ensure that:

- placement decisions are made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
- placement decisions satisfy least restrictive environment requirements;
- placement is determined annually, is based on the child's IEP, and is as close as possible to the child's home;
- unless the IEP specifies otherwise, the child attends the school that he or she would if nondisabled;
- in selecting the least restrictive environment, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
- a child is not removed from age-appropriate regular classrooms solely because of needed modifications in the general education curriculum. (34 C.F.R. § 300.116; Ed. Code, § 56342.)

Generally, the appropriate placement option is the least restrictive environment in which the child can be educated. The IDEA requires school districts ensure that children with disabilities are educated alongside their nondisabled peers "[t]o the maximum extent appropriate." (20 U.S.C. § 1412(a)(5)(A).) School officials may remove a disabled child from the regular classroom "only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and

services cannot be achieved satisfactorily." (*Ibid.*) This provision reflects the IDEA's "strong preference" for educating children with disabilities in a regular classroom environment. (*Poolaw v. Bishop* (9th Cir. 1995) 67 F.3d 830, 834 (*Poolaw*).

In selecting the least restrictive environment, consideration is given to any potential harmful effect on the child or on the quality of services that the child needs. Also, a child with a disability must not be removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum. (34 C.F.R. § 300.116.) The law requires students to be educated with nondisabled peers to the maximum extent appropriate. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment should occur only if the nature or severity of a child's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (20 U.S.C. § 1412(a)(5)(A).)

Whenever feasible, a school district must push support services into the regular classroom rather than remove students from it. A school district may not remove a student from a regular education classroom solely because of needed modifications in the general education curriculum. (*Los Angeles Unified School District v A.O.* (9th Cir. 2024) 92 F.4th 1159, 1176, citing *D.R. ex tel. R.R. v Redondo Beach Unified Sch. Dist.* (9th Cir. 2022) 56 F.4th 636, 646, quoting 20 U.S.C. § 1412(a)(5)(A).)

In resolving the question of whether a school district has offered a FAPE, the focus is on the adequacy of the school district's proposed program. (See *Gregory K. v. Longview School District* (9th Cir. 1987) 811 F.2d 1307, 1314.) A school district is not required to place a student in a program preferred by a parent, even if that program will result in greater educational benefit to the student. (*Ibid.*)

At the February 21, March 20, and April 16, 2024, IEP team meeting, for eighth grade, San Diego offered:

- continued placement at a San Diego middle school;
- general education 88 percent of her school day in
  - math,
  - English language arts,
  - science,
  - social studies,
  - physical education, and an
  - elective;
- core academic classes co-taught with a special education teacher working with Student in small groups in the classroom;

As discussed above, in a settlement agreement, Parents waived claims to any alleged failure by San Diego to offer appropriate placement for that IEP. Therefore, that placement offer is not at issue. However, Parents seek an alternative preferred placement based on Dr. Wetter's recommendations. Student's challenge is limited to what San Diego knew at the time of the IEP, based on the new information presented by Dr. Wetter, and whether it acted reasonably.

At the time of the October 1, 2024 IEP team meeting, Student was parentally privately placed at Cal Coast Academy. Dr. Wetter's report, opinions, and testimony supporting Parent's preferred placement were detailed in Issue 1a. The October 1, 2024,

IEP team was comprised of a group of people who were knowledgeable about Student. The IEP team did not agree with Dr. Wetter's report recommending a private school placement because the team reasonably determined his conclusions were based on inaccurate information and were therefore unreliable. Dr. Wetter's report and testimony were given no weight.

The October 1, 2024 IEP team maintained its February 21, March 20, and April 16, 2024, offer of placement in the same San Diego middle school, in general education 88 percent of her school day. Each general education class would be co-taught by a special education teacher, in the classroom. This offer maintained Student's participation in a program that maximized her education with non-disabled peers.

The proposed middle school was Student's home school, and it was close to her residence.

The October 1, 2024 IEP team appropriately determined that Student's February 21, March 20, and April 16, 2024 IEP could be implemented in the San Diego middle school.

The October 1, 2024 IEP team appropriately determined that the San Diego middle school, with general education co-taught with a special education teacher for 88 percent of her school day, identified her educational needs.

Dr. Wetter did not observe Student in Cal Coast Academy. His recommendation that she attend a private school with a small class size was not supported by credible evidence. His report contained many inaccuracies and San Diego acted reasonably

when it chose not to follow his recommendations of a private school with small class size. As discussed in detail in Issue 1a, Dr. Wetter's report and testimony were not credible or persuasive.

Student failed to prove San Diego's offer of placement was not appropriate at the October 1, 2024 IEP team meeting.

ISSUE 2: DID SAN DIEGO DENY STUDENT A FAPE DURING THE 2024-2025 SCHOOL YEAR BY:

ISSUE 2a: FAILING TO HAVE ALL LEGALLY REQUIRED MEMBERS ATTEND THE FEBRUARY 13, 2025 AND MARCH 26, 2025 IEP TEAM MEETINGS?

Student contends San Diego failed to include high school representatives knowledgeable about the availability of resources at the March 26, 2025 IEP team meeting.

San Diego contends it was not required to include high school representatives because the IEP team members were familiar with the program. San Diego contends Parents never had any intention of enrolling Student in San Diego's program because at the time of the IEP team meeting, Parents had already paid tuition for the next year.

The public agency must ensure that the IEP team includes:

- the student's parents;
- a general education teacher;

- the student’s special education teacher;
- district personnel qualified to provide or supervise specially designed instruction, knowledgeable about the general education curriculum, and knowledgeable about the availability of resources;
- an individual qualified to interpret evaluations; and
- at the discretion of the parent or the local education agency, other individuals that have knowledge or special expertise regarding the child, including related services personnel as appropriate.

(20 U.S.C. § 1414(d)(1)(B)(i)(vi); 34 C.F.R. § 300.321; Ed. Code, 56341, subd. (b).)

The determination of whether an individual has knowledge or special expertise shall be made by the party who invites the individual to be a member of the IEP team. (34 C.F.R. § 300.321(c); Ed. Code, § 56341, subd. (b)(6).)

THE HIGH SCHOOL REPRESENTATIVE WAS NOT A  
MANDATORY IEP TEAM MEMBER REQUIRED TO ATTEND  
THE FEBRUARY 13 AND MARCH 26, 2025 IEP TEAM MEETING

In preparation for Student’s February 13, 2025 IEP team meeting, San Diego requested Student’s records from Cal Coast Academy on January 23, 2025. However, it did not respond timely. At Parents’ request, Student’s scheduled annual review did not proceed on February 13, 2025. San Diego rescheduled Student’s annual IEP team meeting, but received limited information back from Student’s school.

The March 26, 2025 IEP team met and reviewed Student's progress, and developed Student's IEP. San Diego relied entirely upon Cal Coast Academy for information on Student's academic functioning to develop her IEP. Additionally, Dr. Wetter still had not provided San Diego with his corrected report with accurate scoring appendices.

For transitioning high school students, San Diego's practice was to hold a transition IEP team meeting to discuss more specific high school placements. Parents did not consent to the IEP, and did not request a transition IEP team meeting. Parents had already confirmed Student's continued enrollment in Cal Coast Academy and paid deposits for the 2025-2026 school year, demonstrating their intent to not enroll Student in San Diego's program.

Student failed to meet her burden of proving that a representative from San Diego's high school program was a mandatory IEP team member. The March 26, 2025 IEP included all mandatory IEP team members. The following people attended the meeting:

- Parents;
- Parents' attorney;
- General education teacher Parr;
- Special education teacher Thalman;
- Principal Olds;
- School psychologist Diem; and
- Speech language pathologist Ippolito.

Case manager and special education teacher Thalman developed the draft IEP and facilitated the meeting. As San Diego's middle school was the feeder school for Scripps Ranch High School, Thalman worked closely with the high school for 12 years. Thalman was responsible for supervising special education compliance and leading IEP team meetings. She was qualified to provide specially designed instruction. Thalman was knowledgeable about Scripps Ranch High School's programs and was well qualified to answer Parents' questions. Parents did not provide any input. Thalman recalled discussing if the family wanted to return to San Diego, Student's IEP could be implemented at any San Diego high school.

Thalman also explained the annual IEP team meeting provided Student's general placement offer, while specific placements were typically discussed at the transition IEP team meeting at the end of the school year.

Program specialist Coleman credibly explained that the IEP team was very familiar with the high school IEP team. Before the IEP team meeting, Coleman explained to Parents that Student's program was applicable to high school and would be appropriate. Coleman credibly opined that the level of support Student needed for eighth grade, would be the same as in ninth grade. Parents were familiar with the high school because they had an older child enrolled there.

Student did not prove that a San Diego high school representative was a mandatory member of the March 26, 2025 IEP team. Student did not prove the absence of a high school representative denied meaningful parental participation.

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Parents and Student's attorney were present and able to actively participate in the discussions at the IEP team meeting. Parents had already re-registered Student and financially committed to ninth grade at Cal Coast Academy. On April 16, 2025, Parent's attorney gave San Diego notice of intent to maintain Student's placement at Cal Coast Academy and seek reimbursement.

Parents were not denied meaningful participation at the IEP team meeting, and Student was not denied a FAPE. At hearing, Parent admitted that at the March 26, 2025 IEP team meeting, she had no intention of returning Student to a San Diego program.

Therefore, Student did not meet her burden of proving San Diego denied her a FAPE by not including a high school representative as a mandatory member of the March 26, 2025 IEP team.

San Diego prevailed on Issue 2a.

#### ISSUE 2b: FAILING TO OFFER APPROPRIATE GOALS IN READING, MATH, WRITING, COMMUNICATION, SOCIAL-EMOTIONAL DEVELOPMENT, AND ANXIETY?

Student contends San Diego's offer was inadequate because it only offered one goal each in communication, reading, writing and math, despite significant deficits identified in Dr. Wetter's report.

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San Diego contends it appropriately relied on Cal Coast Academy for updated educational information when it developed Student's goals.

At the March 26, 2025, IEP team meeting, San Diego offered:

- goals in
  - social emotional behavior,
  - communication development,
  - reading,
  - writing, and
  - math;

The IEP team reviewed Student's present levels of performance provided by Cal Coast Academy and developed goals using Common Core Content Standards.

In reading, Student required frequent checks, prompts, and guided questions to boost her comprehension of grade-level text. San Diego drafted a goal that by February 12, 2026, Student would use context clues in text to help her identify the implicit meaning in short paragraphs on a wide variety of topics such as lines that propel the action, reveal aspects of their character, or provoke a decision, with 80 percent accuracy, in four out of five trials as determined by the teacher, staff observation and or writing samples. The IEP team believed this would enable Student to be involved and/or make progress in the general curriculum.

In math, San Diego drafted a goal that by February 12, 2026, Student would solve mathematical problems with positive and negative integers and variables to represent quantities in real world or mathematical problems, with at least 80 percent accuracy, in

four out of five occasions, as measured by student work samples and/or teacher records. Student had the prerequisite skills to meet the goal and Cal Coast Academy would work on integers next. The IEP team believed this would enable Student to be involved and make progress in the general curriculum.

In writing, Cal Coast Academy reported Student could construct a basic paragraph and support a basic response to comprehensive questions, and she needed to continue to work on organization within her writing. San Diego drafted a goal that by February 12, 2026, Student would produce clear and coherent writing that had a clear topic sentence, supporting sentences, evidence when required, as well as an explanation of the evidence when required, with 80 percent accuracy in four out of five occasions, as measured by student work samples and or teacher records. The IEP team believed this would enable Student to be involved and make progress in the general curriculum.

In communication development, Student demonstrated reluctance when participating in class discussions and often required additional support to understand questions. San Diego drafted a goal that by February 12, 2026, given visual supports, verbal prompts, and extended wait time, Student would independently initiate and contribute relevant responses in classroom discussions with improved clarity and organization, in three out of five observed opportunities, as measured by teacher observation, and speech and language pathologist data collection. The IEP team believed this would enable Student to be involved and make progress in general education, address other educational needs, and be linguistically appropriate.

In social emotional and behavioral skills, when Student was feeling anxious or overwhelmed, she utilized a limited set of coping strategies to manage her emotions. San Diego drafted a goal that by February 12, 2026, Student would work to develop and

practice three effective and appropriate coping strategies in counseling that she could use when feeling anxious or overwhelmed, particularly in academic situations, to manage her emotions, 80 percent of the time, based on teacher and self-reporting. The IEP team\ believed this would enable Student to be involved and make progress in general education, address other educational needs, and be linguistically appropriate.

Student did not establish her IEP goals in reading, math, writing, communication, and social emotional development and anxiety, were not appropriate because there was only one goal in each area. Based upon what the IEP team knew at the time, the IEP team acted reasonably when it drafted Student's goals because they were based on her present levels of performance, as represented by Cal Coast Academy. The goals were measurable and appropriate to enable Student to be involved and make progress in the general education curriculum.

Student failed to prove San Diego did not offer appropriate goals at the March 26, 2025 IEP team meeting. The IEP team reasonably relied on Cal Coast Academy's reporting of Student's present levels of performance when it developed Student's academic and functional goals. The IEP team addressed Student's areas of educational and functional need. The IEP contained a statement of annual measurable goals with a description of the manner Student's progress would be measured. San Diego did not deny Student a FAPE by developing only one goal in each area of need in the March 26, 2025 IEP.

San Diego prevailed on Issue 2b.

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ISSUE 2c: FAILING TO OFFER APPROPRIATE SERVICES IN  
SPECIALIZED ACADEMIC INSTRUCTION, SPEECH AND  
LANGUAGE, AND COUNSELING?

SPECIALIZED ACADEMIC INSTRUCTION

Student asserts San Diego's general education classes co-taught with a special education teacher was not sufficient to meet Student's needs because the special education teachers, called education specialists, do not use alternative or modified curriculum. Student claims there is no difference between the credentialed special education teachers and a non-credentialed paraeducator.

San Diego asserts it based its offer on the co-taught general education classes that Student had been successful in the previous school year.

At the March 26, 2025 IEP team meeting, San Diego learned that Cal Coast Academy had placed Student in two classes below her grade level. Cal Coast Academy placed Student in sixth grade math and seventh grade English, when she was in eighth grade. Student was not learning grade level curriculum, which she had successfully participated in with her accommodations at the San Diego middle school the previous year.

At the March 26, 2025 IEP team meeting, San Diego offered:

- core academic classes co-taught with a special education teacher working with Student in small groups in her classroom;
- a positive behavioral intervention plan to help Student with off task behavior during class;

- 12 hours per week of specialized academic instruction in the co-taught general education classroom;
- 15 hours per year of psychological services;
- 12 hours per year of speech services; and
- accommodations.

Student did not establish her IEP required San Diego to use an alternative curriculum. Student's IEP offered access to grade level curriculum in the co-taught general education class. To assist Student in accessing grade-level curriculum, the special education co-teacher would make accommodations to the grade level material in all her core classes. Student appears to argue that she should not be taught at grade level curriculum. However, that is not at issue in this case and there was no evidence to suggest this would be the case.

Student did not prove she required more than 12 hours per week of specialized academic instruction in her general education co-taught classes. Other than Parent's argument that San Diego's offered special academic instruction was inappropriate, Student offered no documentary or testimonial evidence that supported the argument. Oppositely, San Diego's witnesses, like Thalman and Diem, clearly articulated how the offered specialized academic instruction in the co-taught classes in all her core academic classes, had met Student's needs in the past and could meet them if Student returned to a San Diego program. Student failed to prove those services offered failed to meet her academic needs.

San Diego prevailed on Issue 2c.

## SPEECH AND LANGUAGE SERVICES

Student did not address her contention that the offer of speech and language services was not appropriate. The offer was 12 hours per year, 30 minutes per week, provided as direct pull-out services. Student did not provide any evidence or reference credible evidence establishing they were not appropriate.

San Diego prevailed on Issue 2c.

## COUNSELING SERVICES

Student asserts San Diego's offer of counseling services was not appropriate because it did not specify the delivery model which would address Student's social and emotional goals. Student asserts her anxiety was severe requiring medication, and San Diego failed to appropriately address it. Student does not dispute the clerical error in the IEP written as 15 hours of counseling per month.

San Diego asserts their offer of counseling services was appropriate, based on Student's prior progress and growth with the same level of services. San Diego asserts its offer of 15 hours per year, three 30-minute sessions per month, was appropriate to address her needs.

Student did not establish that she had social emotional concerns that her coping strategy goal and her counseling services did not appropriately address. Thalman credibly testified that Cal Coast Academy provided limited feedback on Student's social emotional functioning. Thalman drafted the IEP and compiled the information they provided. Thalman recalled working with her in seventh grade, and Thalman opined Student's emotional state was typical for a seventh grader. Student had a moderate

amount of stress and anxiety when engaged in writing activities which challenged her. Thalman encouraged Student and provided structure and support. Student successfully completed the assignments and never had to leave the classroom. Thalman credibly opined Student would need the same level of support in eighth and ninth grade, because she had been successful at that level of support in seventh grade.

Notably, Cal Coast Academy provides no counseling services, or any special education instruction or services.

Student did not establish that her social emotional needs required more than three 30-minute counseling sessions per month. Student failed to prove there was new information that the IEP team failed to appropriately consider that would have justified a change in counseling services.

San Diego prevailed on Issue 2c.

#### ISSUE 2d: FAILING TO CONSIDER THE CONTINUUM OF PLACEMENT OPTIONS?

Student contends San Diego refused to consider and discuss the private school placement which Parents preferred and which Dr. Wetter recommended in his report.

San Diego contends it was not required to consider the continuum of placement options. San Diego asserts it had the continuum of placement options required.

For the same reasons as discussed in Issue 1c, Student did not prove San Diego failed to consider the continuum of placement options at the March 26, 2025 IEP team meeting. Student did not cite authority supporting her claim that San Diego was required to consider and discuss all placement options at the March 26, 2025 IEP team

meeting. Further, Student did not prove that her academic and functional needs had changed from October 2024, to March 2025, such that San Diego should have discussed different placement options.

San Diego held the March 26, 2025 IEP team meeting to discuss Cal Coast Academy's present levels of performance, develop goals, and make an offer of FAPE from February 13, 2025, to February 12, 2026. School psychologist Diem credibly testified San Diego had a continuum of placement options available. The IEP team did not consider a placement other than a comprehensive class was required because Student had successfully attended her general education classes, interacted with her non-disabled peers during those classes, followed a complex bell schedule, and made academic progress with support in her classes.

At the March 26, 2025 IEP team meeting, San Diego offered:

- continued placement at a San Diego middle school;
- general education for 97.62 percent of her school day;
- core academic classes co-taught with a special education teacher working with Student in small groups in her classroom.

San Diego acted appropriately when it developed Student's FAPE offer and recommended the general education classes co-taught by a special education teacher. Student did not prove San Deigo did not consider a continuum of placement options available at the October 1, 2024 IEP team meeting.

San Diego prevailed on Issue 2d.

## ISSUE 2e: FAILING TO OFFER APPROPRIATE PLACEMENT?

Student contends that Dr. Wetter's recommendation of a private school setting was the most appropriate placement. Student contends San Diego copied its prior placement offer of 97 percent of the time in a general education setting.

San Diego contends it offered appropriate placement which was objectively reasonable at the time.

As in *Gregory K.*, the focus must be primarily on San Diego's proposed placement, not on the alternative the family preferred. (*supra*, 811 F2d 1037, 1314)

As discussed in Issue 2a, the March 26, 2025 IEP team consisted of a group of people knowledgeable about Student. Parr, Thalman, Diem, and Ippolito, San Diego's speech pathologist, had all worked with Student directly during seventh grade. Parents and their attorney were also present.

San Diego offered the highest level of support at a comprehensive campus with access to general education peers in all her classes, except for study skills and speech and language and counseling services. Student would attend six periods per day, five periods in general education with intensive support from a special education teacher, and one period in study skills with a special education teacher. Student did not require assistance in physical education. Student would have access to lunch club, special sporting events, school wide events, spirit week, and other fun activities. San Diego offered to educate Student with non-disabled peers to the maximum extent possible.

San Diego's proposed high school was Student's home school, and close to her residence. Student had an older sibling attending that high school.

Student's IEP could be implemented at the high school placement offered. Diem's testimony was convincing that the March 2, 2025 IEP team members worked closely with the high school, and were familiar with the campus and its programs. The general education classes co-taught by special education teachers could implement Student's goals, her need for specialized academic services, speech and language skills services, and counseling services.

The high school placement offered met Student's identified needs. Student would receive the highest level of support in her general education classes because she was also taught by special education teachers in small groups when needed. Student would also receive a significant amount of time with her general education peers, as high as 97.62 percent of her school day. Her social emotional needs would be supported by the speech and language pathologist, by the school psychologist, and by her special education teachers. The placement was adequate to meet Student's needs.

Student failed to prove San Diego's offer of placement was not appropriate at the March 26, 2025 IEP team meeting.

## 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.

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### ISSUE 1a:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the October 1, 2024 IEP team meeting by failing to offer appropriate goals in reading, math, writing, communication, social-emotional development and anxiety.

San Diego prevailed on Issue 1a.

### ISSUE 1b:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the October 1, 2024 IEP team meeting by failing to offer appropriate services in specialized academic instruction, speech and language, and counseling.

San Diego prevailed on Issue 1b.

### ISSUE 1c:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the October 1, 2024 IEP team meeting by failing to consider the continuum of placement options.

San Diego prevailed on Issue 1c.

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ISSUE 1d:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the October 1, 2024 IEP team meeting by failing to offer appropriate placement.

San Diego prevailed on Issue 1d.

ISSUE 2a:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the February 13, 2025 and March 26, 2025 IEP team meetings, by failing to have all legally required members attend.

San Diego prevailed on Issue 2a.

ISSUE 2b:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the February 13, 2025 and March 26, 2025 IEP team meetings, by failing to offer appropriate goals in reading, math, writing, communication, social-emotional development, and anxiety.

San Diego prevailed on Issue 2b.

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ISSUE 2c:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the February 13, 2025 and March 26, 2025 IEP team meetings, by failing to offer appropriate services in specialized academic instruction, speech and language, and counseling.

San Diego prevailed on Issue 2c.

ISSUE 2d:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the February 13, 2025, and March 26, 2025, IEP team meetings, by failing to consider the continuum of placement options.

San Diego prevailed on Issue 2d.

ISSUE 2e:

San Diego did not deny Student a FAPE during the 2024-2025 school year at the February 13, 2025 and March 26, 2025 IEP team meetings, by failing to offer appropriate placement.

San Diego prevailed on Issue 2e.

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## 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.

DEBORAH MYERS-CREGAR

Administrative Law Judge

Office of Administrative Hearings