

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

PARENTS ON BEHALF OF STUDENT,

v.

SIMI VALLEY UNIFIED SCHOOL DISTRICT.

CASE NO. 2025120515

DECISION

MAY 1, 2026

On December 11, 2025, the Office of Administrative Hearings, called OAH, received a due process hearing request from Student, called a complaint. Student's complaint named Simi Valley Unified School District, called Simi Valley. On January 13, 2026, OAH continued the hearing at the joint request of the parties. Administrative Law Judge Alexa Hohensee heard this matter by videoconference on February 18, 19, 24, 25, 26, March 3, 4 and 5, 2026.

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Father represented Student. Father and at times both parents attended all hearing days on Student's behalf. Attorneys Dee Anna Hassanpour and Lucy Nadzharyan represented Simi Valley. Sean Goldman, Assistant Superintendent for Simi Valley, attended all hearing days on Simi Valley's behalf.

At the parties' request, the matter was continued to April 1, 2026, for written closing briefs. The record was closed, and the matter was submitted on April 1, 2026.

## ISSUES

On February 13, 2026, Student filed notice of omitted issues contending the February 10, 2026 prehearing conference Order erroneously omitted Issue 6g alleging Simi Valley failed to implement adapted physical education, and Issue 7f that Simi Valley unilaterally amended Student's operative IEP without parental consent by removing testing accommodations. On the first day of hearing, Student withdrew proposed Issue 6g, and the ALJ found Issue 7f had been erroneously omitted and included it in the issues for hearing.

The final issues for hearing are stated below. For purposes of this Decision, a free appropriate public education is called a FAPE. An individualized education program is called an IEP.

1. Did Simi Valley deny Student a FAPE by failing to timely convene an IEP team meeting pursuant to Parents' June 2, 2025 request?
2. Did Simi Valley deny Student a FAPE by failing to reconvene Student's IEP team meeting, when necessary, from the beginning of the 2025-2026 school year through December 11, 2025?

3. Did Simi Valley deny Student a FAPE by conducting a special education assessment of Student on September 10, 2025, without parental consent?
4. Did Simi Valley deny Student a FAPE in the September 11, 2025 IEP by:
  - a. improperly adding an IEP team meeting participant without adequate notice?
  - b. improperly terminating the IEP team meeting early?
  - c. predetermining its decision to not implement the January 23, 2025 IEP?
  - d. improperly seeking Parents' consent to the September 11, 2025 IEP?
5. Did Simi Valley deny Student a FAPE in the October and November 2025 annual IEP, by:
  - a. including participants from Simi Valley who had a disqualifying conflict of interest?
  - b. predetermining its decision to not implement the January 23, 2025 IEP?
  - c. failing to offer appropriate goals?

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- d. failing to offer appropriate specialized academic instruction services?
  - e. failing to offer appropriate accommodations?
  - f. refusing to address Parent concerns?
6. Did Simi Valley deny Student a FAPE by materially failing to implement the following portions of Student's operative IEP from August 15, 2025, through December 11, 2025:
- a. specialized academic instruction services?
  - b. text-to-speech accommodation?
  - c. providing Student with two sets of textbooks and classroom materials?
  - d. returning Student's completed work to Parents?
  - e. testing accommodations?
  - f. providing Parents with notice of upcoming work and tests?
7. Did Simi Valley deny Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent, by:
- a. removing specialized academic instruction services?
  - b. removing text-to-speech accommodation?
  - c. removing the accommodation to provide Student with two sets of textbooks and classroom materials?

- d. removing the accommodation to return Student's completed work to Parents?
  - e. altering Student's one-to-one aide services?
  - f. testing accommodations?
8. Did Simi Valley deny Student a FAPE by failing to provide prior written notice:
- a. regarding the refusal to change Student's classroom pursuant to Parent's September 5, 2025 request?
  - b. regarding specific requests Parents made during the September 11, 2025 IEP team meeting?
  - c. regarding the refusal of the general education teacher to meet with Parents outside of IEP team meetings?
9. Did Simi Valley deny Student a FAPE by failing to conduct an adequate speech and language assessment, with a report dated December 8, 2025?

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## 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).) Student

requested the hearing and has the burden of proof on Student's issues. The factual statements in this Decision constitute the written findings of fact required by the IDEA and state law. (20 U.S.C. § 1415(h)(4); Ed. Code, § 56505, subd. (e)(5).)

This Decision does not cite to the administrative record because it was not available before the issuance of this Decision and OAH policy is that decisions do not include citations to the record. OAH decisions are written in an accessible style, font, and format adopted by OAH in compliance with state and federal accessibility law.

Student was 10 years old and in third grade at the time of hearing. Student resided with Parents within Simi Valley's geographic boundaries at all relevant times. Student was eligible for special education under the categories of other health impairment and speech or language impairment.

Student was born with a genetic condition resulting in brain malformation that affected development of his body along the midline. Student's internal nose and mouth structures were narrow, his tongue was partially paralyzed, and his chest was concave. The structures of Student's nasal passages, mouth, and chest made it difficult for him to form and produce words, and even familiar adults had difficulty understanding his speech. Student had low muscle tone and poor finger control, resulting in reduced stamina and difficulty with fine motor skills such as writing.

Student had average intelligence, but learning disorders in reading, writing, and math made academics difficult for him. Student was diagnosed with attention deficit hyperactivity disorder, and had difficulty with attention to tasks.

Student was by all accounts a happy and sociable child at school who was aware of his challenges and worked hard to overcome obstacles. Parents were proud that Student had beaten many odds, and were committed to having Student accomplish anything his typical peers could do.

## STUDENT'S INTERPRETATION OF THE JANUARY 23, 2025 IEP IS UNSUPPORTED

As a preliminary matter, Student requests OAH interpret the components of a January 23, 2025 IEP using rules applicable to the interpretation of ambiguous terms in a contract negotiated between parties. These include construing an ambiguity against the drafter of an agreement, and looking to extrinsic evidence outside the document itself, such as the parties' conduct, to explain the terms. Student then seeks to have Student's interpretation of terms in the January 23, 2025 IEP, applied to the October and November 2025 IEPs also at issue.

A FAPE refers to special education and related services available to an eligible student that meet 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 individualized education program, called 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.)

Development of an IEP is a team decision, but if the team members do not agree, it is the school district that ultimately determines the offer of FAPE. (*Union School Dist. v. Smith* (9th Cir. 1994) 15 F.3d 1519, 1526 (*Union*); *Letter to Richards* (U.S. Dept. of Educ., Office of Special Education Programs (OSEP) Jan. 7, 2010) 55 IDELR 107.) The

IDEA gives parents the right to participate in decisions about their child's program, but it does not give parents the right to control or veto any individual provision of the IEP offer. (*Ms. S v. Vashon Island School Dist.* (9th Cir. 2003) 337 F.3d 1115, 1131 (*Vashon Island*)). Parents retain the right to refuse consent to implementation of the IEP, in whole or in part, but cannot dictate the terms of the offer itself. (See *I.R. v. Los Angeles Unified School Dist.* (9th Cir. 2015) 805 F.3d 1164, 1170 [citing 34 C.F.R. 300.300(d)(3)] (*I.R.*)).

Parental participation in the development of an IEP is among the most important procedural safeguards in the IDEA. (*Amanda J. v. Clark County School Sch. Dist.* (9th Cir. 2001) 267 F.3d 877, 882 (*Amanda J.*)). A parent has meaningfully participated in the development of an IEP when the parent (a) is informed of the child's problems, (b) attends the IEP meeting, (c) expresses disagreement regarding the IEP team's conclusions, and (d) requests revisions in the IEP. (*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 [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] (*Fuhrmann*)).

The terms of the January 23, 2025 IEP are not ambiguous, as discussed in more detail throughout this Decision. The conduct of Simi Valley's teachers and service providers are examined to determine if the offer of FAPE in the January 23, 2025 IEP was implemented, not to explain nonexistent ambiguities.

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Parents were zealous advocates for their child and, as with many parents, they wanted their child to not just succeed but to excel. However, Student's attempt to characterize IEP components as ambiguous to construct Parents' preferred program is not supported in the IDEA, its implementing regulations, or California law.

## JANUARY 2025 SETTLEMENT AGREEMENT

On January 15, 2025, Parents and Simi Valley entered into a settlement agreement, called the Settlement Agreement, settling claims that included Simi Valley's offer of FAPE in an October 9, 2024 IEP. As relevant to the issues here, the Settlement Agreement identified changes to be made to Student's October 9, 2024 IEP by an amendment without a meeting, including:

- placement in a general education classroom with 60 minutes per month of specialized academic instruction consultation in the general education classroom,
- full-time one-to-one paraprofessional support for academics to be provided by a nonpublic agency, called an aide in this Decision,
- one 30-minute session of small group pull-out speech and language services by a Simi Valley speech-language pathologist, and two 30-minute sessions of individual pull-out speech and language services to be provided by a Simi Valley PROMPT-trained speech-language pathologist, weekly, and

- one 45-minute session of one-to-one pull-out occupational therapy services, with the occupational therapist making every effort to pull Student out for services during times that minimized the impact on Student's academics.

Pull-out services are provided in a separate room, not the general education classroom. Small group services are provided for several students at a time, and are commonly used by speech therapists for peer-to-peer practice in language skills. PROMPT, an acronym for Prompts for Restructuring Oral Muscular Phonetic Targets, is a type of speech therapy in which a student's jaw, lip, and tongue are touched to help students create sounds. When Simi Valley had insufficient service providers on staff, it contracted for providers from nonpublic agencies.

Parents released and discharged Simi Valley from any claims through the date of full execution of the Settlement Agreement upon Simi Valley's School Board approval of the Settlement Agreement, which occurred on February 18, 2025. Sections 12 and 20 of the Settlement Agreement added:

12. This Agreement is the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by the Parties.

20. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.

In accordance with the Settlement Agreement, a non-meeting IEP amendment was written on January 23, 2025, amending the October 9, 2024 IEP. In this Decision, the October 9, 2024 IEP, as amended on January 23, 2025, will generally be called the January 23, 2025 IEP. Parents consented to the January 23, 2025 IEP on February 13, 2025.

### THE JANUARY 23, 2025 IEP

Simi Valley's program specialist Brian Wenzel sent drafts of the January 23, 2025 IEP incorporating the terms of the Settlement Agreement to Parents. Wenzel increased the specialized academic instruction consult and collaboration to 60 minutes per week, instead of 60 minutes per month, and added several accommodations in response to Parents' requests. Those accommodations, as applicable here, included:

- Parents would be notified by email at least a week in advance of a "brief skeleton" of the academic assignments to be assigned during the following week in all school subjects, including page numbers,
- The "brief skeleton" would include academic standards to be tested during the following week in all school subjects,
- Student would receive two sets of all textbooks, for use at school and at home, with access to a digital version of all textbooks, and

- Parents would meet with Student’s special education teacher virtually, by phone, or in-person for 60 minutes per month, over one or more meetings, to discuss Student’s progress, which meetings could include other members of Student’s IEP team.

Parents were represented in the January 2025 settlement negotiations by an attorney. Father was also an attorney. The Settlement Agreement precluded the parties from relying on oral statements regarding the terms of the agreement unless those terms were memorialized in writing. Accordingly, sections 12 and 20 of the Settlement Agreement bar Student’s claims that the January 23, 2025 IEP should have contained terms based on Father’s reliance on statements made during settlement negotiations that were not in reduced to writing in the Settlement Agreement.

## PARENTS’ REQUESTS FOR SPECIFIC TEACHING STRATEGIES AND AN AMENDMENT IEP TEAM MEETING

After Parents consented to the January 23, 2025 IEP in February 2025, Student was placed in Nicole Strasser’s second grade general education classroom for the remainder of the 2024-2025 school year. Student did not call Strasser to testify at hearing, but her “brief skeleton” weekly emails in evidence identified the upcoming week’s academic subjects, textbook chapters, and pages to be covered. They also identified academic standards to be tested as required by the accommodations in the January 23, 2025 amendment. Additionally, Parents testified that Strasser sent home exact copies of all classroom materials, quizzes, and tests. Mother worked with Student after school on those exact materials, and Student earned all 4s, the highest grade possible, for the remainder of the school year.

In Simi Valley elementary schools, students are graded on a scale of one to four, referring to State academic standards. One means the student is not meeting standards. Two means the student is nearing standards. Three means the student is meeting standards, and four means the student has exceeded standards.

In accordance with the parent meeting accommodation of the January 23, 2025 IEP, Dana Rouse, Student's special education teacher, met with Mother every one to two weeks to update her on Student's progress. Rouse was a credentialed special education teacher and Student's case manager, and taught specialized academic instruction classes in the school's resource room. Mother was not a credentialed teacher. However, she used methodologies, instructional strategies like cue words, and accommodations like paper with pictures with Student she found helpful, and that she obtained from various sources, including a neuropsychologist. Mother insisted Rouse pass along these methodologies, instructional strategies, and accommodations to Strasser and Student's one-to-one aide, to use as Mother directed.

Mother was upset if Student reported classroom materials were covered in a manner different from that directed by Mother. Mother became verbally aggressive at meetings with Rouse, demanding her methodologies, instructional strategies, and accommodations be used in the classroom. Because of this, Rouse asked the school principal Jennifer Kaitz to accompany him to the parent progress meetings, as allowed by the parent meeting accommodation in the January 23, 2025 IEP, for support in explaining that Mother's suggestions might or might not be used in the classroom, at the teacher's discretion.

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Parents also wanted to meet regularly with Strasser and Student's aide instead of going through Rouse and Kaitz. Parents wanted to receive Strasser's instructional notes, and for Strasser to more promptly return Student's classwork for Mother's review. Parents wanted Strasser to post grades to Student's online account within 48 hours, and to receive Strasser's classroom materials at least seven days in advance, even if that required Strasser to change her classroom agenda.

Parents demanded through Rouse and in emails to Strasser and Simi Valley administrators that Student be given access to worksheets and notes during quizzes and tests, and be allowed to take tests over if Parents determined he had not been given sufficient access to materials during those tests. Parents emailed Rouse, Kaitz, and school administrators that Parents wanted to communicate directly with Student's service providers, with a daily folder to go back and forth between Parents and Student's aide. Simi Valley did not implement these parent-directed tasks for Student's instruction, to Parents' increasing frustration.

On June 2, 2025, four days before the end of the 2024-2025 school year on June 6, 2025, Father wrote to Wenzel demanding an IEP team meeting to make detailed amendments to Student's January 23, 2025 IEP incorporating Parents' requests. Wenzel forwarded Father's email to the special education staff who would serve Student during the 2025-2026 school year.

Simi Valley convened an IEP team meeting for Student on September 11, 2025. Parents attended with Student's attorney.

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## ISSUE 1: DID SIMI VALLEY DENY STUDENT A FAPE BY FAILING TO TIMELY CONVENE AN IEP TEAM MEETING PURSUANT TO PARENTS' JUNE 2, 2025 REQUEST?

Student contends Simi Valley denied Student a FAPE because it failed to convene an IEP team meeting within 30 days of Parents' June 2, 2025 request. Simi Valley contends it convened the IEP team meeting 32 days after the request, on a date mutually agreed to with Parents. It also contends that a two-day failure to meet a deadline did not rise to a substantive violation of the IDEA.

If the parent requests a meeting to develop, review, or revise a student's IEP, the meeting must be held within 30 days, excluding days between the pupil's regular school sessions, or days of school vacation in excess of five school days. (Ed. Code, § 56343.5.)

Districts must schedule IEP team meetings with parents at a mutually agreed time and place. (34 C.F.R., § 300.322(a)(2); Ed. Code § 56341.5, subd. (c).)

Harmless procedural errors do not constitute a denial of FAPE. (*Doug C. v. Hawaii Dept. of Educ.* (9th Cir. 2013) 720 F.3d 1038, 1043 (*Doug C.*); *L.M. v. Capistrano Unified School Dist.* (9th Cir. 2008) 556 F.3d 900, 910.). A procedural violation does not deny a student a FAPE unless it:

- Impeded the right of the child to a FAPE,
- Significantly impeded the opportunity of the parent to participate in the decision-making process regarding the provision of a FAPE to their child, or
- Caused a deprivation of educational benefit.

(20 U.S.C. § 1415(f)(3)(E); Ed. Code, § 56505, subds (f)(2) and (j).; see also *W.G. v. Board of Trustees of Target Range Sch. Dist. No. 23* (9th Cir. 1992) 960 F.2d 1479, 1483-1484; *Rowley, supra*, 458 U.S. at p. 200.)

## THE SEPTEMBER 11, 2025 IEP WAS HELD 32 DAYS AFTER PARENTS' REQUEST

Simi Valley received Parents' request for an IEP team meeting on June 2, 2025, four school days prior to the end of the 2024-2025 school year on June 6, 2025. Simi Valley's summer break exceeded five days, so its summer break days are excluded from the calculation of the due date for holding the IEP. (Ed. Code, § 56343.5.) The 2025-2026 school year began on August 14, 2025, and the IEP team meeting was held 28 days into the new school year. Adding the four days of the 2024-2025 school year to the 28 days passed in the 2025-2026 school year, the IEP team meeting was held 32 days after Parents' request and two days outside the 30-day timeline.

Student did not demonstrate the procedural violation of a two-day delay in convening the September 11, 2025 IEP team meeting significantly impeded Parents' opportunity to participate in the decision-making process of creating Student's educational program. Father attended the September 11, 2025 IEP team meeting, was accompanied by an attorney to represent Student's interests, and had the opportunity to ask questions and provide input at the IEP team meeting.

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In addition, Student did not show his right to a FAPE was impeded or that he was deprived of educational benefit during the two-day delay. As discussed at Issues 6a through 6f, Simi Valley implemented the January 23, 2025 IEP during the 2025-2026 school year, and Student was accessing his education and earning good marks in grade-level curriculum. The two-day delay was a harmless error.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to timely convene an IEP team meeting in response to Parents' June 2, 2025 request.

ISSUE 2: DID SIMI VALLEY DENY STUDENT A FAPE BY FAILING TO RECONVENE STUDENT'S IEP TEAM MEETING, WHEN NECESSARY, FROM THE BEGINNING OF THE 2025-2026 SCHOOL YEAR THROUGH DECEMBER 11, 2025?

Student contends Simi Valley denied him a FAPE because it did not schedule a separate IEP team meeting to continue the September 11, 2025 IEP team meeting, which adjourned before all Parents' concerns could be addressed.

Simi Valley contends that when the September 11, 2025 IEP team meeting was adjourned, Student's annual IEP review meeting was already scheduled for October 21, 2025, and Parents had an opportunity to address their concerns at the October IEP team meeting.

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There is no required format for an IEP meeting as a matter of federal law. Instead, state or local practice typically controls the format of IEP meetings. (See generally 34 C.F.R. § 300.321(a)(1) and 34 C.F.R. § 300.322.) However, among the things that every IEP team must consider are the concerns of the parents for developing a student's IEP. (Ed. Code, § 56341.1, subd. (a)(2).)

A school district has an affirmative duty to review and revise, at least annually, an eligible child's IEP to determine whether the annual goals for the pupil are being achieved. (20 U.S.C. §§ 1414(d)(2)(A) and (4)(A); 34 C.F.R. §§ 300.323(a) and 300.324(b)(1); Ed. Code, § 56380, subd. (a)(1).) An annual review is necessary because the needs of a child with a disability often change, and the IEP must be responsive to those changes to offer a FAPE. (20 U.S.C. § 1414(d)(4)(A),(B).)

The IEP team meeting to review annual goals does not preclude the IEP team from meeting for other purposes. (See Ed. Code, § 56380, subd. (c).) However, to the extent possible, the school district should encourage consolidation of reevaluation and other IEP team meetings for the student. (20 U.S.C. § 1414(d)(3)(E); 34 C.F.R. § 300.324(a)(5).)

## PARENT CONCERNS WERE ADDRESSED IN MULTIPLE IEP TEAM MEETINGS

For the 2025-2026 school year, Student was placed in Rylee Van Wig's third grade general education classroom. Student's case manager was Allison Dilworth, a credentialed special education teacher.

Two days after the start of the 2025-2026 school year on August 14, 2025, Mother emailed Van Wig to request a meeting after school to explain the information Parents wanted included in the weekly outlines and to collaborate with Van Wig on teaching methods Mother believed would be effective for Student. Van Wig responded by stating an IEP team meeting had already been arranged for September 11, 2025, and Parents could raise any concerns about IEP requirements at that time.

Between the start of the 2025-2026 school year and the September 11, 2025 IEP team meeting, Mother wrote Van Wig detailed emails one or two times each week after receipt of Van Wig's "brief skeleton" outlines to demand duplicate classroom materials and exact test problems. Mother also reminded Van Wig to use Mother's preferred methodologies, instructional strategies, and accommodations. Van Wig responded that having Student work on exact materials and problems supported memorization of answers and did not demonstrate Student understood or had mastered the material taught. Van Wig declined Mother's request to provide Student with exact test problems, and did not implement all, if any, of Mother's preferred strategies. Van Wig sometimes attached worksheets to her emails, but advised that the worksheets might or might not be used the following week, depending on her students' needs and how lessons progressed.

Mother requested again to meet with Van Wig on August 29, 2025. Van Wig told Mother she was unavailable to meet that day, but would be available for a 20-minute telephone call during morning recess the next day. Mother did not respond or call the next day.

By the September 11, 2025 IEP team meeting, Parents were enraged by Van Wig declining to meet after school and viewed it as a refusal to include them in Student's program and a breach of the Settlement Agreement. Father corresponded with Rouse, asking Rouse to escalate his complaints that Student's IEP was not being implemented according to Parents' preferences and directions. Van Wig asked for school principal Shay Lundstrom's help in responding to an increasing volume of emails from Parents. Eventually, Father escalated the matter to superintendent Goldman, insisting that Student's IEP was not being implemented. However, Goldman met with Rouse, Dilworth, Wenzel, and Lundstrom on September 10, 2025, and responded to Father that the January 23, 2025 IEP was being correctly implemented.

After Superintendent Goldman's September 10, 2025, investigation meeting, he asked Kendall Forrester, Simi Valley's Assistant Director of Student Support Services, to attend Student's IEP team meeting the next day because Goldman was concerned Parents were agitated. Goldman often asked Forrester to serve as a facilitator at potentially difficult IEP team meetings, particularly meetings where parents brought their attorneys, as Parents indicated they would to the September 11, 2025 IEP team meeting.

Forrester was familiar with special education resources within Simi Valley, understood IDEA and California special education requirements, and had been an effective facilitator at other meetings. Rouse promptly sent an updated IEP team meeting notice to Parents adding Forrester as a Simi Valley representative for the meeting.

## THE SEPTEMBER 11, 2025 IEP TEAM MEETING DID NOT COMPLETE AND RESUMED IN OCTOBER AND NOVEMBER 2025

The IEP team meeting convened on September 11, 2025, and attended by

- Parents,
- Student's attorney,
- Van Wig,
- specialist Dilworth,
- principal Lundstrom,
- Student's two speech-language pathologists, and
- Student's occupational therapist.

The meeting lasted approximately 10 minutes.

Parents had prepared a written agenda of their concerns for the meeting and handed copies to IEP team members. Parents' agenda for the IEP team meeting included:

- proposed amendments to the January 23, 2025 IEP, to add preferred methodologies, instructional strategies, and accommodations,
- review of service levels,

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- the addition of mechanisms for Parents to communicate directly with Student's general education teacher, aide, and service providers, and
- grade monitoring notification.

Parents' primary concern was that their preferences, which they considered mandatory components of Student's instruction, were not being implemented in the classroom. Parents were unhappy with the January 23, 2025 IEP accommodation that they meet with the special education teacher for 60 minutes per month for updates on Student's progress. Instead, Parents created a two-page list of preferred methodologies, instructional strategies, and accommodations they wanted added to the IEP, and a template of detailed class assignment information and materials they wanted from Student's general education teacher each week in advance.

To support their requests, Parents brought a letter, dated September 2, 2025, from neuropsychologist Jonine Nazar-Biesman, Psy.D., stating she had reviewed Parents' requests and agreed with them. Dr. Nazar-Biesman stated Parents should have a mechanism for regular communication with all of Student's school providers so that interventions could be modified as needed. She recommended that Simi Valley set up automatic notifications in its electronic systems to notify Parents when the teacher first became aware that Student's grades had changed. She essentially summarized Parents' requests and concluded they be implemented to increase Student's academic success.

At the September 11, 2025 IEP team meeting, Forrester agreed that Parents' methodology, instructional strategies, and accommodation requests would be attached to Student's IEP as parental input. However, she explained that none of the items would

be included in the January 23, 2025 IEP unless discussed and adopted by the IEP team. Father insisted everything Parents requested was medically necessary per Dr. Nazar-Biesman's letter, and should be included in Student's IEP without question.

Father told the IEP team he had discussed Parents' proposed amendments with Superintendent Goldman when negotiating the Settlement Agreement, and those amendments should have been written into the January 23, 2025 IEP. Father demanded that, at the very least, Settlement Agreement negotiations required the IEP be amended to state that Parents would meet monthly with Student's entire provider team, not just the special education teacher. Father added that because Strasser implemented all Parents' preferred methodologies, instructional strategies, and accommodations while Student was in the second grade, Strasser's course of conduct had already amended the IEP to include those preferences.

Forrester disagreed with Father on each of these points, particularly that Strasser's implementation of Parents' suggestions in second grade amounted to an amendment of the January 23, 2025 IEP. Father viewed Forrester's participation as a roadblock, and objected to Forrester's participation in the IEP team meeting with less than 24 hours' notice to Parents. Father became verbally aggressive and loud, speaking over Forrester, and accusing her of trying to control the meeting. Forrester adjourned the meeting after 10 minutes to be reconvened at a later date when a calmer discussion could be had.

When the September 11, 2025 IEP team meeting was adjourned, Student's annual review IEP team meeting had already been scheduled for October 1, 2025. Parents subsequently requested the annual review meeting be rescheduled to October 21, 2025,

to accommodate Student's attorney. Simi Valley IEP team members attended the October 1, 2025 IEP team meeting to timely open the meeting, but no discussion was had or action taken, and it was adjourned to be reconvened on October 21, 2025.

Student cites no authority that required Simi Valley to convene an IEP team meeting in addition to the October 21, 2025 meeting, or its continuation November 14, 2025 IEP team meeting, to discuss Parents' concerns. Student's annual program review was due, and discussion of Parents' concerns would be a necessary part of any IEP team meeting. Simi Valley could have opted to hold a separate meeting (Ed. Code, § 56380, subd. (c)), but nothing in California law, the IDEA, or the implementing regulations required it to do so. To the contrary, Simi Valley's actions complied with federal law encouraging consolidation of meetings. (20 U.S.C. § 1414(d)(3)(E); 34 C.F.R. § 300.324(a)(5).)

As discussed in more detail at Issue 5f, Parents had the opportunity to discuss their agenda of concerns at the October 21, 2025 IEP team meeting, and at the November 14, 2025 continuation IEP team meeting. Simi Valley was not required to convene additional meetings to consider Parents' concerns.

Student did not meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to reconvene Student's IEP team meeting, when necessary, from the beginning of the 2025-2026 school year through December 11, 2025.

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### ISSUE 3: DID SIMI VALLEY DENY STUDENT A FAPE BY CONDUCTING A SPECIAL EDUCATION ASSESSMENT OF STUDENT ON SEPTEMBER 10, 2025, WITHOUT PARENTAL CONSENT?

Student contends Simi Valley denied Student a FAPE by assessing Student on September 10, 2025, without parental consent. Simi Valley contends Student completed a school-wide screening test, requiring all students' participation, that was not an IDEA assessment requiring parental consent.

School district evaluations of students with disabilities under the IDEA serve two purposes. Evaluations identify students who need specialized instruction and related services. (34 C.F.R. §§ 300.301 and 300.303.) Reevaluations under the IDEA, called reassessments in California law, usually require parental consent. (20 U.S.C. § 1414(c)(3); Ed. Code, § 56381, subd. (f)(1).)

School districts routinely conduct assessments on students for purposes other than identifying special education and related services, such as screenings, quizzes, and regular classroom tests. The IDEA's implementing regulations, issued by the U.S. Department of Education, expressly define the screening of a student by a teacher or a specialist to determine appropriate instructional strategies for curriculum implementation as not an evaluation for eligibility for special education and related services. (34 C.F.R. § 300.302.)

The U.S. Department of Education noted in a guidance letter that screenings are conducted to determine appropriate instructional strategies, and apply equally to students with disabilities as well as students not identified with disabilities. It concluded that such screenings could occur without obtaining informed parental consent. (*Assistance to State for the Education of Children with Disabilities and*

*Preschool grants for Children with Disabilities*, Comments on Section 300.302, *Screening for Instructional Purposes is Not Evaluation*, (U.S. Dept. of Educ., Aug. 14, 2026) 71 Federal Register 46,639 (*Screening for Instructional Purposes is Not Evaluation*).

The Department explained that an "evaluation," as used in the IDEA, refers to an assessment to determine eligibility for special education and related services, consistent with the evaluation procedures in the IDEA. A "screening," as used in the IDEA, refers to a process that a teacher or specialist uses to determine appropriate instructional strategies. Screenings are typically relatively simple and quick processes that can be used with groups of children. The Department declined to provide specific examples of testing instruments to determine appropriate instructional strategies, because those test instruments would vary based on the age of the child and the subject matter and were best left to State and local officials to decide. (*Screening for Instructional Purposes is Not Evaluation*, 71 Fed. Reg., at p. 46,639.)

Student did not present evidence that the September 10, 2025 test was an assessment to determine Student's continuing eligibility for special education or related services requiring parental consent. Rouse testified that the phonics test he administered to Student on September 10, 2025, was a screening to determine Student's placement in a Universal Access class for English language arts. All Simi Valley elementary school students were administered the same screening, and placed in Universal Access classes for English language arts, grouped by phonics skills level.

Student was administered the same quick and simple screening as their general education classmates to determine appropriate strategies for phonics instruction. Parental consent to the September 10, 2025 screening was not required by the IDEA.

Student did not meet his burden of proving by a preponderance of the evidence that Simi Valley denied him a FAPE by conducting a special education assessment of Student on September 10, 2025, without parental consent.

#### ISSUE 4a: DID SIMI VALLEY DENY STUDENT A FAPE IN THE SEPTEMBER 11, 2025 IEP BY IMPROPERLY ADDING AN IEP TEAM MEETING PARTICIPANT WITHOUT ADEQUATE NOTICE?

Student contends Forrester was added as a participant to the September 11, 2025 IEP without adequate notice to Parents, and the last-minute addition undermined Father's participation. Simi Valley contends it is not required to give parents a specific amount of notice regarding IEP team members' attendance. Simi Valley further contends Father participated as an equal IEP team member.

Each district must take steps to ensure that one or both parents of a student with a disability attend each IEP team meeting or are afforded the opportunity to participate. (34 C.F.R. § 300.322(a).) The IDEA imposes no specific timelines in connection with the IEP meeting notice requirement, but districts must notify parents of the IEP meeting early enough in advance of the meeting to ensure that they will have an opportunity to attend. (*Ibid.*)

The IEP team meeting notice must state who will attend. (34 C.F.R. § 300.322(b)(1).) The notice does not have to identify the district's meeting attendees by name, so long as the notice identifies those individuals by position. (*Letter to Anonymous* (U.S. Dept. of Educ., OSEP Mar. 31, 2008) 50 IDELR 259 (*2008 Letter to Anonymous*)). If proper notice of attendance was not provided, the parent can ask that the meeting be rescheduled, or the school district may choose to proceed with the meeting without that individual. (*Ibid.*)

A parent has meaningfully participated in the development of an IEP when the parent is informed of the child's problems, attends the IEP meeting, expresses disagreement regarding the IEP team's conclusions, and requests revisions in the IEP. (*N.L., supra*, 315 F.3d at p. 693; *Fuhrmann, supra*, 993 F.2d at 1036.)

There was no dispute Simi Valley gave timely and proper notice to Parents to attend the September 11, 2025 IEP team meeting. Father emailed Rouse that despite short notice of Forrester's participation, he would attend the IEP team meeting, and Father and Student's attorney attended. Student argues less than 24-hours' notice of Forrester's participation was insufficient, but does not cite to any legal authority requiring Simi Valley to provide a specified period of notice when adding a participant to an IEP team meeting.

Student argues the notice provisions of the IDEA are intended to ensure meaningful participation, and Simi Valley improperly added Forrester, who was not familiar with Student, to interfere with Parents' participation in the meeting. However, Forrester had experience facilitating IEP team meetings, extensive knowledge of the requirements of the IDEA and California law for IEP team meetings and IEPs, and was familiar with programs available in Simi Valley. As discussed at Issue 5a, Simi Valley had the right to determine that Forrester's knowledge and special expertise made her an appropriate member of Student's IEP team.

The evidence did not establish that Forrester was added to the September 11, 2025 IEP team meeting to interfere with Parents' participation. Father strongly disliked Forrester from one interaction during the 2024-2025 school year, but Student submitted no evidence that Goldman was aware of Father's adverse opinion of Forrester when he

asked Forrester to facilitate the IEP team meeting. Goldman testified compellingly that he believed Forrester would be helpful in clearing up confusion regarding the implementation of Student's IEP.

Forrester attempted to clarify confusion regarding implementation of Student's IEP, essentially by directing the September 11, 2025 IEP team to discuss Parents' agenda items one by one. Father's reaction to Forrester's presence and being unable to dictate how the meeting would be run was extreme, and by all other witness accounts loud, unpleasant, and discourteous. Forrester reasonably adjourned the meeting after 10 minutes not to interfere with Parents' participation, but to reconvene the meeting at a later time when a calmer discussion could be had.

Student did not meet his burden of proving by a preponderance of the evidence that Simi Valley denied him a FAPE in the September 11, 2025 IEP by improperly adding an IEP team meeting participant without adequate notice.

#### ISSUE 4b: DID SIMI VALLEY DENY STUDENT A FAPE IN THE SEPTEMBER 11, 2025 IEP BY IMPROPERLY TERMINATING THE IEP TEAM MEETING EARLY?

Student contends Simi Valley denied him a FAPE by improperly terminating the September 11, 2025 IEP team meeting without engaging in discussion of substantive items. Simi Valley contends it properly adjourned the meeting to be reconvened later.

The IDEA prescribes no specific length for an IEP meeting, nor does the statute or its implementing regulations prescribe the number of IEP meetings to be held. (34 C.F.R. § 300.322(a)(1).) What is clear is that districts must allow for meaningful parent

participation. (34 C.F.R. § 300.322.) A district should schedule sufficient meeting time to allow the parents to meaningfully participate, but it should also have the right to adjourn the meeting after a reasonable time, even if the parents object.

### SIMI VALLEY REASONABLY ADJOURNED THE IEP TEAM MEETING

Student's evidence did not demonstrate that the September 11, 2025 IEP team meeting was improperly terminated. As discussed at Issue 4a, Father's conduct in the meeting was loud and extreme. Forrester did not adjourn the meeting until Father objected to Forrester's presence, accused her of controlling the meeting, would not let her speak by talking over her, and asserted to the IEP team that it was illegal for Forrester to be there. Each of these reasons individually, and certainly in combination, warranted Forrester adjourning the meeting to be continued at a later date and under calmer circumstances.

Testimony of IEP team members and audio recordings established that the September 11, 2025 IEP team meeting was extremely contentious from the start. Father insisted that Parents' list of accommodations be incorporated into the IEP without discussion, and argued their implementation in second grade by Strasser had already made them permanent additions to the IEP. Forrester disagreed with Father's statements and attempted to explain Simi Valley's position, but Father disrupted her explanation. Rouse diplomatically described Parents as highly emotional at most meetings, including the September 11, 2025 IEP team meeting. Forrester's termination of the meeting sooner rather than later was an appropriate remedy in response to the heated and discourteous tenor of the conversation.

Additionally, although this Decision found at Issue 4a that Student failed to prove Forrester's attendance at the September 11, 2025 IEP team meeting was improperly noticed, Simi Valley acted in compliance with the U.S. Department of Education's guidance when Forrester ended the IEP team meeting to be reconvened later after Father's objection of lack of sufficient notice of Forrester's inclusion. (See *2008 Letter to Anonymous* [school district may reconvene meeting to account for parent's notice objection].)

Student did not meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by improperly terminating the September 11, 2025 IEP team meeting early.

#### ISSUE 4c: DID SIMI VALLEY DENY STUDENT A FAPE IN THE SEPTEMBER 11, 2025 IEP BY PREDETERMINING ITS DECISION NOT TO IMPLEMENT THE JANUARY 23, 2025 IEP?

Student contends Simi Valley was not implementing the January 23, 2025 IEP as Parents interpreted it, and he was denied a FAPE because Simi Valley IEP team members came into the September 11, 2025 IEP team meeting with no intention of incorporating Parents' preferred methodologies, instructional strategies, and accommodations into the IEP. Student contends Goldman's meeting with IEP team members the day before the IEP team meeting demonstrated a plan to ignore Parents' concerns. Student also contends the existence of a prepared draft at the IEP team meeting, and the failure to consider neuropsychologist Nazar-Biesman's letter, establish predetermination.

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Simi Valley contends its IEP team members attended the September 11, 2025 IEP team meeting with open minds and a willingness to discuss Parents' concerns and requests.

Predetermination occurs when an educational agency has decided on its offer prior to the IEP team meeting, including when it presents one placement option at the meeting and is unwilling to consider other alternatives. (*Deal v. Hamilton County Bd. of Educ.* (6th Cir. 2004) 392 F.3d 840, 858 (*Deal*)). A school district may not arrive at an IEP team meeting with a take it or leave it offer. (*J.G. v. Douglas County School Dist.* (9th Cir. 2008), 552 F.3d 786, 801, fn. 10 (*J.G.*))

However, school officials do not predetermine an IEP simply by meeting to discuss a child's programming in advance of an IEP team meeting. (*N.L., supra*, 315 F.3d at p. 693, fn. 3.)

The IDEA gives parents the right to participate in decisions about their child's program, but it does not give parents the right to control or veto any individual IEP offer provision. (*Vashon Island, supra*, 337 F.3d at p. 1131.) Parents retain the right to refuse consent to implementation of the IEP, in whole or in part (*I.R., supra*, 805 F.3d at p. 1170), but cannot dictate the terms of the offer itself.

Development of an IEP is a team decision, but if the team members do not agree, it is the school district that is ultimately responsible for ensuring that a student is offered a FAPE. (*Union, supra*, 15 F.3d at p. 1526; *Letter to Richards, supra*, 55 IDELR 107.)

Student did not offer persuasive evidence that Simi Valley's team members attended the September 11, 2025 IEP team meeting with fixed placement and services options in mind and were unwilling to consider other alternatives. Forrester was not

part of any pre-IEP meeting, and the testimony of all other September 11, 2025 IEP team members demonstrated they came to the IEP team meeting with open minds. Rouse and Dilworth, who met with Goldman, testified they were always open to discussing Parents' concerns, in parent update meetings or IEP team meetings.

The evidence did not show that Goldman met with Student's IEP team members to predetermine the outcome of the September 11, 2025 IEP team meeting. Father escalated his complaint that Student's IEP was not being correctly implemented to superintendent Goldman, and met with Goldman in person on September 4, 2025, to demand immediate corrective action. Goldman met on September 10, 2025, with special education teacher Rouse and program specialists Dilworth and Wenzel to investigate Father's concerns. Goldman determined Student's IEP was being properly implemented and emailed Father to that effect. It was reasonable for Goldman to investigate at Father's request, and the fact that he did so is not evidence that the IEP team members met with Goldman to predetermine a rejection of Parents' proposals at the upcoming IEP team meeting.

Neither is Goldman's timing of the meeting with IEP team members the day before the September 11, 2025 IEP team meeting evidence of predetermination. Goldman's meeting was prompted by Father's own demand that Goldman immediately investigate Parents' complaints, made the week prior to the September 11, 2025 IEP team meeting. The timing of the meeting was of Father's own making, and not evidence of improper pre-IEP team meeting collusion.

Forrester's refusal to adopt Parents' agenda items without discussion was not evidence of predetermination. It was reasonable of Forrester to explain the IEP team process of discussion and collaboration when Father demanded Parents' proposed

accommodations be adopted without question. The testimony of September 11, 2025 IEP team members established they would have considered Parents' requests to amend the IEP, but did not get the opportunity as Father's anger prevented productive discussion. Forrester's refusal to amend Student's IEP without the input of the IEP team did not demonstrate closed minds, but rather a recognition that the IDEA requires a collaborative process in development of an IEP.

The existence of a draft IEP at the September 11, 2025 IEP did not demonstrate predetermination. As explained in *N.L.*, preparation for an IEP team meeting did not establish the IEP team members came to Student's IEP team meeting with closed minds. In addition, Dilworth testified credibly and persuasively that she prepared the September 11, 2025 IEP draft, and small discrepancies between that and the January 23, 2025 IEP were due to the different formats for an IEP and an IEP amendment, as well as a few clerical errors she made, such as typing 91 percent, instead of 97 percent, in the box describing Student's time in general education. It is also noteworthy that none of the discrepancies, including time in general education, type of aide, or type of speech pathologist, involved items on Parents' agenda or showed predetermination of Parents' agenda items.

The failure of the September 11, 2025 IEP team to consider the letter from Student's neuropsychologist did not demonstrate predetermination. Father brought a letter from Student's neuropsychologist to argue Parents' proposed IEP amendments were medically necessary and beyond dispute. It was Father, not the other IEP team members, who refused to engage in substantive discussion of Parents' concerns, and any failure to move the collaborative discussion to a consideration of the medical letter was due to Father's conduct, not predetermination by the September 11, 2025 IEP team.

Student did not meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE in the September 11, 2025 IEP team meeting by predetermining its decision not to implement the January 23, 2025 IEP.

ISSUE 4d: DID SIMI VALLEY DENY STUDENT A FAPE IN THE SEPTEMBER 11, 2025 IEP, BY IMPROPERLY SEEKING PARENTS' CONSENT TO THE SEPTEMBER 11, 2025 IEP?

Student contends that he was denied a FAPE because Simi Valley sent an inaccessible computer copy of the September 11, 2025 IEP to Parents seeking their consent, and did not follow up when it was not returned, in violation of the IDEA's consent procedures. Further, Student argues Simi Valley was required to, but did not, obtain consent to implement the September 11, 2025 IEP.

Simi Valley contends the IEP document was an attendance page, automatically generated and sent to Parents for an attendance signature. Simi Valley contends electronically generating an attendance document when Parents preferred hard copies did not rise to the level of a substantive FAPE denial.

A school district must give the parent a copy of the child's IEP at no cost to the parent. (34 C.F.R. § 300.322(f); see also 5 Cal. Code Regs. § 3040 [the school district must give the parent a copy of the IEP on request].)

A school district must seek to obtain informed consent from the parent of the child before implementing an IEP. (Ed. Code, § 56346, subd. (a).)

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## PARENTAL CONSENT WAS NOT REQUIRED TO THE SEPTEMBER 11, 2025 IEP

Student submitted no evidence Simi Valley wanted to implement the September 11, 2025 IEP. The September 11, 2025 IEP did not offer new goals, services, placement, or accommodations. The January 23, 2025 IEP remained in effect as Student's operative IEP without change, and parental consent to the September 11, 2025 IEP was not required.

Student submitted no evidence parental consent to the September 11, 2025 IEP was requested. The document sent to Parents after the September 11, 2025 IEP team meeting was an attendance page. Simi Valley's software program SIRAS automatically generated and sent copies of special education documents, such as IEP team meeting notices, IEP documents, and IEP attendance and consent pages, to IEP team members. After the meeting, Forrester directed SIRAS to generate and send an attendance sheet for Parents' signatures. Father had difficulty opening SIRAS documents on his computer, and had previously asked Simi Valley to send him documents as hard copies. Forrester was unaware of Father's request for hard copies. Regardless, Simi Valley did not send Parents a request for consent to implement the September 11, 2025 IEP.

Simi Valley's failure to follow up on an attendance signature was a harmless error, as Parents' attendance was documented in the notes of the September 11, 2025 IEP. Failure to obtain Parents' signatures as attendees did not interfere with their participation in the September 11, 2025 IEP team meeting, and did not interfere with Student's receipt of a FAPE or deprive Student of educational benefit.

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Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by improperly seeking Parents' consent to the September 11, 2025 IEP.

**ISSUE 5a: DID SIMI VALLEY DENY STUDENT A FAPE IN THE OCTOBER AND NOVEMBER 2025 ANNUAL IEP BY INCLUDING PARTICIPANTS FROM SIMI VALLEY WHO HAD A DISQUALIFYING CONFLICT OF INTEREST?**

Student contends that several October and November 2025 IEP team members were on notice that Parents had filed a tort claim with Simi Valley naming those members as individually liable in damages for civil claims and therefore, they were disqualified from acting as IEP team members. Student contends the risk that personal litigation interests would influence professional educational judgments mandated that those IEP team members recuse themselves from the IEP team for having conflicts of interest.

Simi Valley contends there is no legal basis in the IDEA or in California special education law for disqualification of IEP team members.

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 (*Rowley*); *Endrew F. v. Douglas County Sch. Dist. RE-1* (2017) 580 U.S. 386, 402 (*Endrew F.*))

A school district has the same right as the parents, in its discretion, to invite individuals with knowledge or special expertise about the student, and to determine whether its invitees meet that criterion. (34 C.F.R. § 300.321(a)(6) and (c).)

These individuals do not necessarily need to know the student personally but could have expertise in an instructional method or procedure, or in the provision of a related service that the parent or agency believes can be of assistance in developing an appropriate IEP for the child. (*Letter to Haller* (U.S. Dept. of Educ., OSEP, May 2, 2019) 74 IDELR 172 (*Letter to Haller*).

The IDEA requires certain mandatory members to be on a child's IEP team, including the Student's general education and special education teachers, (20 U.S.C. § 1414(d)(1)(B); 34 C.F.R. § 300.321(a)(3); Ed. Code, § 56341, subd. (b).) Participation of the student's general education teacher is mandatory, not discretionary, if the student will be participating in the regular classroom. (See *M.L. v. Federal Way School Dist.* (9th Cir. 2005) 394 F.3d 634, 643.)

## OCTOBER 1 AND 21, AND NOVEMBER 14, 2025 IEP TEAM MEETINGS AND OCTOBER 1, 2025 IEP

In this Decision, the IEP developed over several meetings beginning October 1, 2025, will be called the October 1, 2025 IEP. The October 1, 2025 IEP will also sometimes be called the October and November 2025 IEP to match the language in Issues 5a through 5f. The IEP team meetings will be referred to individually by date, but may sometimes be collectively called the October and November IEP team meetings.

As discussed, Simi Valley opened the October 1, 2025 IEP team meeting to adhere to Student's annual review timeline requirements, but rescheduled the meeting because Student's attorney could not attend. Simi Valley reconvened the October 1, 2025 IEP team meeting on October 21, 2025. Father attended with Student's attorney. Simi Valley IEP team members included:

- Student's general education teacher Van Wig,
- special education teacher Rouse,
- Student's case manager and special education teacher Dilworth,
- principal Lundstrom,
- the school nurse,
- Simi Valley's attorney,
- an assistive technology specialist,
- Student's two speech-language pathologists,
- Student's occupational therapist,
- a vision specialist, and
- an adapted physical education teacher.

The October 21, 2025 IEP team reviewed Student's progress on the annual goals from the October 9, 2024 IEP. Student's service providers updated Student's present levels of performance and proposed new goals, discussed in more detail at Issue 5c. However, the scheduled time for the meeting ended before the goals were finalized, and the meeting was adjourned to be continued at a mutually agreeable date and time.

Simi Valley reconvened the IEP team meeting on November 14, 2025. The same IEP team members attended, with the addition of assistant director Forrester. The team discussed and adopted new goals and reviewed and adopted accommodations, discussed in detail at Issue 5e. The IEP team moved on to discuss placement and services, discussed at Issue 5d. Simi Valley team members unanimously agreed Student was making good progress with his current educational program and did not recommend changes to placement or services.

Student claims the individuals named in the tort claim were disqualified from being on Student's IEP team because the risk of personal interests would influence professional educator judgment. Student dedicated one four-sentence paragraph to this argument in his closing brief, without citation to any legal authority disqualifying IEP team members for any reason. Student's conflict of interest argument was also speculative and illogical.

### SIMI VALLEY WAS NOT REQUIRED TO REMOVE ANY IEP TEAM MEMBERS BECAUSE PARENT INTENDED TO FILE A CIVIL LAWSUIT

Four days before the November 14, 2025 IEP team meeting, on November 10, 2025, Father served a tort claim on Simi Valley indicating his intent to sue Simi Valley for monetary damages. The tort claim also individually named

- Goldman,
- Forrester,
- Lundstrom,
- Dilworth,

- Rouse, and
- Van Wig.

Although Goldman, Forrester, and Rouse testified they were aware of the tort claim by the time of the hearing, Student did not offer evidence that those individuals were aware of the tort claim at the time of the November 14, 2025 IEP team meeting. Neither Father, nor Student's attorney, raised the issue of disqualification of IEP team members at the November 14, 2025 IEP team meeting.

Student's argument for disqualification fails for many reasons. First, there was no evidence that any November 14, 2025 IEP team member named in the tort claim had a direct financial or other personal interest in Student's educational program. No named IEP team member would gain or lose financially or otherwise based on the content of the FAPE offer in Student's IEP.

Second, Student's argument is highly speculative. A tort claim is no more than a notice that a person intends to sue the public entity. (See Gov. Code, § 945.4.) No actual lawsuit had been filed in which an IEP team member had been named.

Third, Student not only failed to identify any personal interest that a named team member would try to protect at the November 14, 2025 IEP team meeting that was in conflict with Student's interests, but how such protection would be accomplished or would harm Student. Even if the team members were worried that they might sometime in the future be sued for monetary damages for their participation in the November 14, 2025 IEP team meeting, it is unclear what action Student is contending they took, or could have taken, to protect against that. Arguably, they would acquiesce to each of Father's demands to avoid that possibility, but they did not.

In sum, Student failed to explain how named team members were placed in a position in which their private personal interests may have conflicted with their official duties to design an IEP reasonably calculated to enable Student to make progress appropriate in light of his circumstances. That is, Student failed to explain how named team members were tempted by their own private interests to disregard those of Student or Simi Valley, requiring removal from the November 14, 2025 IEP team.

Additionally, Student presented no evidence that any of the IEP team members in the November 14, 2025 IEP team were individually responsible for the offer of FAPE and did, or could have, improperly influenced the design of Student's educational program. As members of the November 14, 2025 IEP team, Forrester, Lundstrom, Dilworth, Rouse, and Van Wig were charged with designing an IEP reasonably calculated to enable Student to make progress in light of his circumstances. (*Rowley, supra*, 458 U.S. at pp. 201-204; *Andrew F., supra*, 580 U.S. at p. 402.) Under the IDEA, if no consensus was reached by the November 14, 2025 IEP team, as was the case here, Simi Valley was ultimately responsible for the final decision on what constituted the offer of FAPE in the October 1, 2025 IEP. (See *Letter to Richards, supra*, 55 IDELR at p. 2.)

By filing a tort claim, Father clearly intended to manipulate the possible IEP team members Simi Valley could choose to create an IEP team Father found more malleable. However, Simi Valley had the right to choose its own IEP team members, regardless of Parents' opinions of those team members. (34 C.F.R. § 300.321(a)(6) and (c); *Letter to Haller, supra*, 74 IDELR 172.)

Lastly, the IDEA required Student's general education and special education teachers, Van Wig and Rouse or Dilworth, to be part of the November 14, 2025 IEP team meeting. (34 C.F.R. § 300.321(a)(3)). Van Wig had Student in her classroom every day,

Rouse collaborated with Van Wig on Student's program weekly, and Dilworth was Student's case manager. Each of these IEP team members had valuable information regarding Student's school performance and had important updates to offer the IEP team to meet Student's evolving educational needs. The IDEA mandates the valuable input of members who are knowledgeable about Student's special education needs to contribute to the IEP process. Parents cannot be allowed to circumvent the mandatory IEP team requirements of the IDEA to exclude participation by IEP team members they dislike.

Taken to its logical conclusion, Student's argument would allow any and all parents to bypass the IDEA's requirements and compose an IEP team of their choice by filing tort claims to create unidentified conflicts of interest. Such a result is contrary to the collaborative process required by the IDEA.

Student failed to meet his burden of providing by a preponderance of the evidence that Simi Valley denied Student a FAPE in the October and November 2025 annual IEP by including participants in the IEP team meetings from Simi Valley who had a disqualifying conflict of interest.

**ISSUE 5b: DID SIMI VALLEY DENY STUDENT A FAPE IN THE OCTOBER AND NOVEMBER ANNUAL IEP BY PREDETERMINING ITS DECISION NOT TO IMPLEMENT THE JANUARY 23, 2025 IEP?**

Student contends that Simi Valley denied him a FAPE by predetermining its decision not to offer in the October and November annual IEP those components of the January 23, 2025 IEP that were important to Parents.

Simi Valley contends its IEP team members did not come to the October and November 2025 IEP team meetings with closed minds or predetermined offers, and that Student is also incorrect on what the January 23, 2025 IEP contained.

The evidence did not establish that Simi Valley members of the October and November 2025 IEP teams entered the meetings with closed minds, or were unwilling to discuss service and accommodation options.

Father approached the October and November 2025 IEP team meetings with a preferred outcome. Parents, just like school districts, may approach an IEP team meeting with an idea in mind. (*N.L., supra*, 315 F.3d at p. 694 [predetermination is not synonymous with preparation].) Parents, however, do not control the IEP process and lack the ability to put an offer on the table and demand that the school district take or leave it. Father was given the opportunity at both IEP team meetings to discuss and give input regarding Student's educational program. Father often chose not to avail himself of opportunities for IEP team discussion and collaboration at both the October 21, 2025, and November 14, 2025 IEP team meetings, and his refusal to participate under those circumstances was not evidence of predetermination by the other IEP team members.

The October 21, 2025 IEP team meeting started the annual review of Student's educational program by discussions of Student's present levels of performance, progress on annual goals, identification of current needs, and proposed new goals to address those needs. Father was upset that the October 21, 2025 IEP team was developing a new FAPE offer rather than following the agenda Parents had previously proposed for amending Student's operative IEP. As a result, he generally refused to participate in October 21, 2025 IEP team discussions and truncated his own procedural

right to contribute to the development of Student's October 21, 2025 IEP. A spelling goal was added at Student's attorney's request in response to Rouse's report that spelling was a challenge for Student. This evidence did not support Student's claim Simi Valley predetermined Student's program at the October 21, 2025 IEP team meeting.

At the November 14, 2025 IEP team meeting, Father and Student's attorney were much more participatory in discussing goals and accommodations. During the discussion of accommodations, which included items on Parents' previous agenda, Father became verbally combative and spoke over other team members who tried to explain why they recommended certain accommodations and not others. Father was asked the reason for each accommodation requested by Parents and how it impacted Student's education, but Father declined to say, simply asserting Parents' demands had already been negotiated as part of the Settlement Agreement. It was not evidence of predetermination that Simi Valley team members declined to add Parents' requested accommodations to a newly developed IEP without an understanding of how those accommodations appropriately supported Student's educational program.

As the time allotted for the November 14, 2025 IEP team meeting passed, Father repeatedly told the IEP team to hurry up and finish because he refused to attend a third IEP team meeting. Father's statements cut off a robust discussion of services and placement. When Student's teachers and service providers were queried if they recommended any changes to Student's program, they all agreed the same type and level of services, and continued placement in general education, was appropriate. The limited discussion of services and placement to accommodate Father's schedule did not

demonstrate predetermination, but a recognition that Student was earning passing marks, meeting grade-level standards, and making good progress on goals with his current type and level of services and placement.

Contrary to Student's contention Simi Valley predetermined it would not offer an educational program with the same components as the January 23, 2025 IEP, the October and November IEP teams retained the placement, services, and most accommodations in the January 23, 2025 IEP, with updated goals to address Student's current needs. With the placement, services, and supports in the January 23, 2025 IEP as implemented during the 2025-2026 school year, Student was an active and successful participant in his general education classroom. He was making progress on or meeting all his annual goals. He was achieving grade-level standards in all areas except writing, where he was close to meeting standards. By all school witness accounts, Student happily interacted with his peers in class and at recess. The October and November IEP was the result of discussions among IEP team members, including Father and Student's attorney, taking this information into account and not predetermination.

Evidence that Parents' preferences were not adopted into the October 1, 2025 IEP was insufficient to demonstrate predetermination. Simi Valley was not obligated to acquiesce to Parents' demand for preferred accommodations, methodologies, or instructional strategies. (See *Vashon Island*, *supra*, 337 F.3d at p. 1131.) Simi Valley informed Father of Student's challenges. Father attended the IEP team meetings and expressed disagreement with the IEP team's conclusions, and requested revisions to the IEP. Simi Valley added a spelling goal at Father's request. Father meaningfully participated in the IEP team meeting. (See *N.L.*, *supra*, 315 F.3d at p. 693; *Fuhrmann*, *supra*, 993 F.2d at p. 1036.) Simi Valley gave Parents opportunities for open discussion

regarding the use of various educational methodologies, instructional strategies, and accommodations, but it was ultimately Simi Valley's decision which to utilize. (See *Carlson v. San Diego Unified School Dist.* (9th Cir. 2010) 380 Fed.Appx. 595, 597 (*unpublished*) (*Carlson*).)

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE in the October and November 2025 annual IEP by predetermining its decision not to implement the January 23, 2025 IEP.

#### ISSUE 5c: DID SIMI VALLEY DENY STUDENT A FAPE IN THE OCTOBER AND NOVEMBER 2025 ANNUAL IEP BY FAILING TO OFFER APPROPRIATE GOALS?

Student contends that Simi Valley failed to offer appropriate goals in the IEP developed on October 21 and November 14, 2025. Student contends the goals developed were not ambitious and set below Student's demonstrated abilities. Simi Valley contends the goals were based on Student's present levels of performance, addressed Student's areas of need, and were appropriately ambitious.

A school district's determinations regarding special education are based on what was objectively reasonable for the district to conclude given the information it had at the time. A district cannot be judged exclusively in hindsight but instead, an IEP must consider what was, and what was not, objectively reasonable at the time the IEP was drafted. (*Adams v. State of Oregon* (9th Cir. 1999) 195 F.3d 1141, 1149 (*Adams*), citing *Fuhrmann, supra*, 993 F.2d at p. 1041.)

An annual IEP must contain a statement of measurable annual goals designed to meet the student's needs resulting from their disability to enable them to be involved in and make progress in the general curriculum. Annual goals must also meet each of the student's other educational needs that result from their disability. (20 U.S.C. § 1414(d)(1)(A)(i)(II); Ed. Code, § 56345, subd. (a)(2).)

Annual goals are statements that describe what a child with a disability can reasonably be expected to accomplish within a 12-month period in the child's special education program. (*Letter to Butler* (U.S. Dept. of Educ., OSERS 1988) 213 IDELR 118; *Notice of Interpretation*, Appendix A to 34 C.F.R., part 300, Question 4 (1999 regulations).)

In addition, the IEP must include description of how the student's progress toward meeting the annual goals will be measured, and when periodic reports on progress will be provided. (20 U.S.C. § 1414(d)(1)(A)(III); Ed. Code, § 56345, subd. (a)(3).)

The IEP does not operate as a contract offering guarantees that a student will achieve a certain amount of academic proficiency. (See *Questions and Answers on Andrew F. v. Douglas County Sch. Dist. Re-1* (U.S. Dept. of Educ, Dec. 7, 2017) 71 IDELR 68 [an IEP is not a guarantee of a specific educational or functional result for a child with a disability].)

A FAPE does not mean the absolute best of "potential-maximizing" education for the child. (*Amanda J., supra*, 267 F.3d at p. 890; *Zasslow v. Menlo Park City School Dist.* (9th Cir. 2003) 60 Fed.Appx 27, 28 (*Zasslow*); *J.W. v. Fresno Unified School Dist.* (9th Cir. 2010) 626 F.3d 431, 439.)

When a child with disabilities remains in a regular classroom with his or her peers, an IEP should be reasonably calculated to enable the child to achieve passing marks and advance from grade to grade. (*Rowley, supra*, 458 U.S. at p. 204.)

## DISCUSSION OF GOALS IN OCTOBER AND NOVEMBER 2025 IEP TEAM MEETINGS

The October 21, 2025 IEP team reviewed Student's progress on his 17 annual goals from the October 9, 2024 IEP, during which providers also updated Student's present levels of performance. Student had goals in

- reading,
- writing,
- math,
- language communication,
- articulation,
- motor skills development,
- using vision technology, and
- social emotional behavior.

Student met many goals and made progress on the others, but continued to have needs in most of the goal areas. Student had particular difficulty with spelling, which impacted reading, writing, and his ability to use a speech generating device. Student had difficulty correctly orienting his letters when writing, and in math he miscalculated problems requiring the carrying of numbers over 100. Student continued to have articulation difficulties, which affected his communication.

Van Wig reported to the team that Student was working hard and meeting or nearly meeting grade-level standards in all subjects. Student contributed to class discussions, had passed all reading comprehension tests with scores of 70 percent or above, and enjoyed time with his peers. Student sometimes became frustrated when he struggled with spelling, using tally marks, or counting in math, and he could become distracted, but was easily redirected and completed classwork in a timely manner.

Rouse and Student's service providers proposed new annual goals in

- academics,
- social emotional functioning,
- speech,
- communication,
- occupational therapy,
- adapted physical education,
- vision support, and
- assistive technology support.

Each presenter asked Father if he had any concerns about their proposed goals and gave him an opportunity to comment and make suggestions. Father was generally quiet and let Student's attorney be active in discussions. The scheduled time for the meeting ended before the goals were finalized, and the discussion continued at the November 14, 2025 IEP team meeting.

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At the November 14, 2025 IEP team meeting, Simi Valley IEP team members proposed additional goals, and Father and Student's attorney were active in the discussions of each.

Relevant to all goals, and contrary to Student's claim, the difference between Student's grades at the end of second grade and the beginning of third grade did not establish Student's academic skills regressed. Multiple educators with appropriate and impressive teaching credentials and experience testified credibly and convincingly that more difficult concepts were introduced as students advance from grade to grade. From second grade to third grade,

- vocabulary words were more difficult,
- multiplication and division built on addition and subtraction,
- sentence structured for reading was more complex, and
- students were learning to put their thoughts on paper.

Rouse, a credentialed special education teacher with over 20 years of experience, explained that advancement to a new grade each year also involved a new classroom, teacher, and classroom routines and expectations. Slightly lower grades at the beginning of the school year were not uncommon and did not indicate regression in a student's skills.

More importantly, Simi Valley was not obligated to develop and adopt goals that maximized Student's potential and ensured he earned the highest grades or spoke as clearly as his same-aged peers. School districts are not required to maximize any child's

potential or guarantee they attain age-appropriate skills, whether in general education or special education. (*Rowley, supra*, 458 U.S. at pp. 201-204; *Endrew F., supra*, 580 U.S. at p. 402; *Amanda J., supra*, 267 F.3d at p. 890.)

## SPEECH AND LANGUAGE GOALS

Student did not provide support for his argument that the speech and language Goals 7, 8, and 9 were not ambitious or appropriate. Student's expert, Ariela Shandling, opined that the October 1, 2025 articulation goals for Student addressed skills achieved by most children by age three. However, she also opined that the October 1, 2025 IEP articulation goals were appropriate for Student, who had dual speech disabilities of apraxia affecting how his brain formed words, and dysarthria affecting how his body created sounds to make the words planned by his brain.

Shandling was a licensed speech-language pathologist with a master's degree in communication disorders and over a decade of experience working with adults with articulation, fluency, and motor disorders related to neurological conditions. She testified with a professional demeanor and explained her responses clearly. Shandling gave informative and insightful testimony, but had not assessed Student, had very limited experience working with children, and had virtually no experience in the school setting. Shandling did not speak with either of Student's school-based speech providers, and her opinions relied primarily on Simi Valley's December 2025 speech and language assessment, which was not available to the October and November 2025 IEP teams. Accordingly, her opinions on Student's educational needs and the goals and services to meet those needs were given less weight than those of the speech-language pathologists who worked with Student in the school setting.

Rebecca Fecht testified about Student's articulation needs, and the goals and services to address those needs. Fecht was a licensed speech-language pathologist for Simi Valley with a master's degree in clinical speech-language pathology and two decades of experience working with students in a school setting. Fecht was PROMPT trained and provided individual speech therapy to Student for 30 minutes twice a week from February 2025 in second grade and in third grade through the date of the hearing. Her demeanor was professional and she had excellent recall of her sessions with Student. Her responses were forthcoming, and she explained her testimony and opinions with examples of her observations of Student. Her opinions regarding Student's educational needs in speech, and the goals and services to address those speech needs, were very persuasive and given more weight than those of Shandling, particularly as to the October and November 2025 speech goals.

Goals 7, 8, and 9 of the October 1, 2025 IEP were articulation goals for Student to produce certain consonant, vowel, and blend sounds specified in each goal, and to correctly conjugate irregular past tense verbs with 80 percent accuracy. The baseline for these goals was that Student could make those sounds, or conjugate those verbs, with 50 percent accuracy. Fecht described Student's struggles with these sounds and opined the goals were ambitious for Student, who had an atypical mouth structure and a partially paralyzed tongue. Shandling explained that in the field of speech-language pathology, 80 percent accuracy showed mastery and was the next step after a patient had demonstrated a skill with 50 percent accuracy. Both Fecht and Shandling opined that Goals 7, 8, and 9 were appropriate for Student.

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Student argues in his closing brief that because 90 percent of children mastered the skills in Goals 7, 8, and 9 by age three, and Student was 10 years old, any goal not designed to bring Student's intelligibility to age-level was less than ambitious. Student also argues that because he met four of his five speech goals, Simi Valley had a history of less than ambitious goals. Student's arguments fail for several reasons.

First, Simi Valley was responsible for developing annual speech goals achievable within 12 months. Both Fecht and Shandling opined that Goals 7, 8, and 9 were the logical next steps in Student's speech therapy and achievable. Second, Simi Valley was required to offer goals that addressed Student's disabilities to ensure access to the curriculum, not to bring him to age-level in skills. Fecht, who had experience in the school setting that Shandling did not, opined persuasively that the skills identified in Goals 7, 8, and 9 would enable Student to access the curriculum and make progress appropriate in light of his significant physical challenges and motor planning deficits.

The IDEA did not require Simi Valley to maximize Student's potential or promise a particular outcome, such as age-appropriate intelligibility. Shandling testified that Student might not be 100 percent intelligible by the time he graduated from high school. This was not a criticism that Simi Valley's proposed goals were less than ambitious, or that the offered goals were inappropriate, but an acknowledgment that Student's apraxia and dysarthria resulting from his genetic condition would likely continue to affect his intelligibility.

Student also argues that with additional speech services Student's goals could be more ambitious. Shandling admitted that more speech and language treatment often yielded faster results. However, Shandling's opinion did not consider Student's educational needs and focused on maximizing Student's speech and language to match

that of his non-disabled peers. Fecht's opinion was more persuasive, that Student's IEP goals needed to address his disabilities in multiple areas, not just speech, to ensure access to education. Fecht explained it was not appropriate to set goals so ambitious that their achievement in 12 months would be to the exclusion of addressing other educational needs. Student had to be in the classroom to receive instruction, and pulling him out excessively to work on articulation goals would interfere with, rather than ensure, access to the curriculum.

Simi Valley was obligated to design an individualized program of specialized instruction and related services to enable Student to make progress appropriate in light of Student's circumstances. (See *Andrew F., supra*, 580 U.S. at p. 402.) The October and November 2025 IEP team developed speech goals to enable Student to make progress appropriate in light of multiple disabilities affecting his access to the curriculum. For these reasons, Goals 7, 8, and 9 were appropriately ambitious.

## LANGUAGE GOALS

Student's evidence did not show that syntax and grammar Goals 10 and 12 were inappropriate. Instead, in his closing brief, Student notes that he met all of his October 9, 2024 language goals, and his baselines demonstrated Goals 10 and 12 in the October 1, 2025 IEP were not appropriately ambitious given his demonstrated capacity.

The evidence established that Goals 10 and 12 were appropriate and ambitious. Simi Valley's speech-language pathologist Kristine Rounke worked with Student on his language goals for 30 minutes per week in a small group from February 2025 through the date of hearing. She held a master's degree in communication disorders and had a teaching credential as well as a speech-language pathologist license. Rounke had

worked in the school setting as a speech-language pathologist for over two decades. She drafted Goal 10 of the October 1, 2025 IEP to improve Student's syntax and grammar skills by having him use correct irregular past tense verbs when retelling a story with 80 percent accuracy. Student was at 45 percent accuracy in October 2025, and Goal 10 essentially doubled Student's baseline. Rounke explained the goal put Student on a trajectory of improving grammar for better conversational skills. Although not all third graders mastered correct use of irregular past tense verbs, Rounke opined Student could do so more consistently and that it was a suitably ambitious goal.

Goal 12 was similar, requiring Student to use pronouns with 80 percent accuracy when retelling a story from pictures. Although Student's baseline was 69 percent accuracy, using pronouns was an area of difficulty for him and he was inconsistent. Rourke opined the goal was developed for Student to consistently and appropriately use pronouns to sound more mature. Rounke expected Student could learn to use pronouns correctly and consistently within 12 months, and opined the goal was appropriately ambitious.

Student's expert Shandling's opinion also supported that Simi Valley's offered language goals were appropriate. Shandling opined that Goal 12 built nicely on speech Goal 9 of conjugating irregular past tense verbs, and characterized use of pronouns with accuracy as an important skill. Shandling then opined if Student met Goal 12 within 12 months, his IEP team could meet to propose different and more advanced language goals for prosody, or pitch, which require intonation and breath support. This testimony, combined with that of Rounke, established that language Goals 10 and 12 were appropriately ambitious.

## READING GOAL

Student did not offer persuasive evidence that Goal 1, to read grade-level text at 75 words per minute, was not ambitious. Student had substantially met his October 9, 2024 goal of reading second-grade text at 65 words per minute, and argued the October 1, 2025 goal for Student to read third-grade text at 75 words per minute with accuracy was not an ambitious increase in reading skills, but provided no evidence to support that argument.

The evidence established that reading Goal 1 was appropriately ambitious. Special education teacher Rouse, who drafted Student's academic goals, opined that Goal 1 was very ambitious for Student based on his abilities. Rouse explained that third-grade vocabulary and grammar were substantially more difficult than that of second grade, and the expected increase in fluency would be challenging, but achievable, within one year.

Rouse was a highly qualified teacher with special education credentials in teaching students with mild to moderate disabilities and in autism spectrum disorders, and with a general education credential to teach multiple subjects. He testified with a calm demeanor, had good recall, and was careful and clear in his testimony. He consulted and collaborated with Van Wig in Student's classroom for 60 minutes weekly, and during Student's second grade met with Parents approximately twice a month for 30 minutes for progress updates. His opinions on Student's academic and classroom behavior needs, and the program components to meet those needs, were given significant weight.

Rouse's opinions on Student's academic goals were uncontradicted by Student's expert, Dr. Nazar-Biesman. Dr. Nazar Biesman declined to give an opinion on whether Student's October 1, 2025 annual academic goals were appropriately ambitious, because she had not had an opportunity to compare grade-level expectations to Student's present levels of performance in October and November 2025.

## MATH GOALS

Student did not offer persuasive evidence to support his contention that math Goals 4 and 5 were insufficiently ambitious. Student's only criticism of these goals was that if Student's report card showed he was meeting grade-level standards in math, which it did, he should already be proficient at these skills.

The evidence established that math Goals 4 and 5 were appropriately ambitious. Van Wig and Rouse observed that Student was struggling with carrying numbers within 100 in addition and subtraction. Rouse drafted Goals 4 and 5 to require Student to add and subtract, respectively, within 1,000 by carrying numbers across place values using learned strategies and algorithms, which was a skill Student would need as he progressed in the third and fourth-grade curriculums.

Student's baseline in October 2025 was that he could add and subtract with carrying and place values up to 100 with 70 percent accuracy. Rouse testified persuasively that for a student just earning passing marks on number carrying and place values within 100, performing these skills at 85 percent accuracy to 1,000 was a very ambitious goal. In third grade, Student would not only be adding and subtracting larger numbers, he would be introduced to multiplication and division, requiring

consistency in carrying numbers to their correct place value. Rouse's opinion was uncontradicted by any other witness and established that math Goals 4 and 5 were appropriately ambitious.

## OCCUPATIONAL THERAPY GOAL

The evidence did not show occupational therapy Goals 6 and 13 of the October 1, 2025 IEP were unambitious. Student argues his baselines were taken from the highest data points in previous trials and did not reflect Student's need for growth. The weight of evidence established Goals 6 and 13 were sufficiently ambitious.

Occupational therapy Goal 6 was for Student to copy one to two, three-to-four-word sentences, from a model on his desk with at least 80 percent accuracy for orienting his letters to the line in three of four opportunities. This was identical to the prior year's motor skills development goal that Student partially met by June 2025, copying with 43 to 80 percent accuracy given four opportunities. In an October 17, 2025 progress report, Student had achieved 83 percent accuracy in copying one sentence, and occupational therapist Renna Pauig recommended continuing the goal until Student was more consistent.

Pauig was a licensed occupational therapist with 27 years of experience. She had a professional demeanor and answered questions promptly and completely. Pauig had assessed Student in second grade and found him qualified for occupational therapy services. Pauig worked with Student in second and third grade for 45 minutes per week.

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By October 2025, Student demonstrated improvement in orienting individual letters to the line, but did not do it consistently when writing sentences. Pauig opined that Goal 6 should be continued, and was appropriately ambitious to target Student's visual motor skills. Student had a weak, immature hand grasp, difficulty manipulating items in his hand, and his visual motor deficits resulted in a need to improve hand-eye coordination. Pauig's opinions were persuasive, uncontradicted by another occupational therapist or other witness, and established that occupational therapy Goal 6 was appropriately ambitious.

Pauig recommended the October 1, 2025 IEP include Goal 13, which continued half of a previous motor skills goal. The prior goal required Student to correctly form two types of words – Magic C words and Diver words. Magic C words began their formation with a movement equivalent to making the letter c, and included a, c, d, g, o, and q. Diver letters started with a line drawn in a downward motion, and included b, h, m, n, p, and r. Student was forming Magic C letters with 80 percent accuracy, but had not met that level of proficiency in Diver letters, for which he still needed a prompt to begin the letters correctly. Pauig opined that Goal 13, to form Diver letters with 80 percent accuracy, was important to address Student's fine and visual motor skills deficits. Student had decreased hand sensation and needed significant help with hand placement for letter formation. She explained that working on Goal 13 would improve Student's writing fluidity, help make letter formation automatic, and reduce writing fatigue.

Pauig's opinion, uncontradicted by another occupational therapist or other witness, established that Goal 13 was appropriately ambitious.

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## VISION/SELF-ADVOCACY GOAL

The evidence did not establish that Goal 14 of the October 1, 2025 IEP, for Student to advocate for visual supports needed for assignments, was unambitious. Goal 14 was new and without a baseline, and Student argues that without a baseline an ambitious goal cannot be developed. However, Student cites no authority for his argument that a skill that has never been introduced to a student cannot be the basis for an ambitious goal because it lacks a baseline.

The testimony of teacher of the visually impaired, Tina Miller, established that Goal 14, requiring Student to advocate for visual accommodations, was appropriately ambitious although new and without a baseline. Goal 14 required Student to identify what he needed for visual support, including visual accommodations in his IEP, to complete a worksheet assignment in class, on eight assignments over three months. Miller held a master's degree in special education and an educational specialist credential with emphasis on visual impairment. She taught visually impaired students for 11 years, and had provided consult and collaboration services to Student's teachers since 2025. Miller testified that she developed Goal 14 for the October 1, 2025 IEP to teach Student to be active in advocating for visual accommodations. She opined that it was important for Student to identify the tools he needed to eliminate visual fatigue and participate in the classroom, and that Goal 14 was appropriate and ambitious.

Student did not cross-examine Miller, and no other expert in teaching visually impaired students or other witnesses testified contrary to Miller. Vision and self-advocacy Goal 14 was appropriately ambitious.

Student disputed the ambitiousness of each October 1, 2025 IEP goal, but did not otherwise dispute the appropriateness of those goals.

Simi Valley's educators and service providers testified credibly and persuasively the challenged goals in speech, language, academics, occupational therapy, and vision addressed Student's needs that resulted from his disability to enable Student to be involved and make progress in the general education curriculum. Their goals included how Student's progress would be measured and described what Student could reasonably be expected to accomplish within a 12-month period in his educational program. The October 1, 2025 IEP stated when periodic reports on Student's progress on goals would be reported, and otherwise complied with the IDEA requirements for the development of Student's goals. Each of the annual goals in the October 1, 2025 IEP were appropriate.

Student did not meet his burden of proving by a preponderance of the evidence that Simi Valley denied him a FAPE in the October and November 2025 annual IEP by failing to offer appropriate goals.

#### ISSUE 5d: DID SIMI VALLEY DENY STUDENT A FAPE IN THE OCTOBER AND NOVEMBER 2025 ANNUAL IEP BY FAILING TO OFFER APPROPRIATE SPECIALIZED ACADEMIC INSTRUCTION SERVICES?

Student contends Simi Valley denied Student a FAPE in the October 1, 2025 IEP because Parents should have been included in the specialized academic consultation and collaboration between Student's general education teacher and special education program specialist. Student argues that Student receives better grades when Parents' preferred instructional methodologies and strategies are implemented.

Simi Valley contends the specialized academic instruction consult and collaboration between teachers offered in the October and November 2025 IEP was appropriate and mirrored the level of service in the previous IEP which allowed Student to meet California standards in grade-level curriculum.

The school district, not parents, ultimately decides which methodologies to use. (*Carlson, supra*, 380 Fed.Appx. at p. 597.) A school district is generally not required to specify methodology in the IEP. (*Mercer Island, supra*, 592 F.3d at p. 952 [teachers need flexibility in teaching methodologies because a single methodology might not always be effective].)

Neither the IDEA nor its implementing regulations grant parents a right to participate in their child's classroom activities or observe their child in the classroom. (*Letter to Mamas* (U.S. Dept. of Educ., OSEP May 26, 2004) 42 IDELR 10.)

## PARENTS INCLUSION NOT REQUIRED IN SPECIALIZED ACADEMIC INSTRUCTION CONSULT AND COLLABORATION

Student offered no factual or legal basis to support his contention that Student was denied a FAPE in the October 1, 2025 IEP because parent participation was not included in the offer of 60 minutes weekly of specialized academic instruction consultation and collaboration. Parents never participated in the teacher-to-teacher specialized academic instruction consult and collaboration, but Student was making good progress on his annual goals, accessing grade-level curriculum, and earning passing marks.

Student's contention the January 23, 2025 IEP should have been interpreted to include Parents in the specialized academic instruction consult and collaboration service is irrelevant to whether the October 1, 2025 IEP offered Student a FAPE. That argument applies only to Issue 6a, regarding whether the January 23, 2025 IEP was correctly implemented.

Wenzel, Rouse, and Van Wig testified credibly and convincingly that specialized academic instruction consult and collaboration was an indirect service for Student that supported his general education teacher in the general education classroom. It was a teacher-to-teacher service, implemented by a special education teacher meeting with the general education teacher to assist that teacher in instructing Student in grade-level reading, writing, and math, despite Student's learning disorders in reading, writing, and math.

The October 1, 2025 IEP offered specialized academic instruction consult and collaboration for 60 minutes weekly in the general education classroom. Under the January 23, 2025 IEP, Rouse, a special education teacher, met with Van Wig for 60 minutes weekly to discuss how to support Student, who had significant learning challenges, in learning concepts and materials presented that week. This level of indirect service support had enabled Student to progress in grade-level curriculum in the general education classroom, without Parents involvement in that service.

Student's argument that parent participation in the specialized academic instruction consult and collaboration service was necessary because Student earned higher grades using Parents' preferred methodologies and strategies fails. Simi Valley was not required to maximize Student's grade potential. (See *Rowley, supra*, 458 U.S. at

pp. 201-204.) Student's teachers required flexibility in teaching methodologies, and Simi Valley was not required to include Parents in the specialized academic instruction consult and collaboration meetings, neither of whom were credentialed teachers, to demand their preferred methodologies and instructional strategies be used by Student's teachers. (See *Mercer Island, supra*, 592 F.3d at p. 952.)

Student called Dr. Nazar-Biesman to testify about Parents' participation in Student's educational program. Dr. Nazar-Biesman was a clinical pediatric neuropsychologist with impressive credentials in her field and 25 years of clinical practice. She conducted a neuropsychiatric assessment of Student in May 2024. The results of her assessment were not in dispute at the hearing, and the vast majority of the classroom recommendations in her evaluation report were included in the January 23, 2025 IEP. Dr. Nazar-Biesman had the education, training, and experience to testify as an expert, but for many reasons her testimony was not persuasive.

Dr. Nazar-Biesman had extensive clinical experience, but lacked school-based experience. She displayed bias by acting more as an advocate for parents generally, and for Parents in particular, than an independent expert. For example, she opined parents knew their child's educational needs better than educators, that students had better outcomes with parent instruction because educators had limited time, and if parents could not meet regularly with teachers and service providers a student would not make progress and might regress. Her September 2, 2025 letter adopted all Parents' requests without explanation. Her opinions regarding Student were based primarily on Parents' report and skewed towards Parents' view of Student's program. Dr. Nazar-Biesman's

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opinion that Student earning grades of 3s and a 2 in third grade instead of 4s, as he earned in second grade, showed Student's academic skills had regressed, was illogical and contrary to all other professional opinions and documentary evidence.

Dr. Nazar-Biesman was unfamiliar with IDEA standards. Her opinions were based not on FAPE standards under the IDEA but on the concept of maximizing Student's potential rather than a true understanding of Student's educational needs. Her May 2024 neuropsychological evaluation stated its goal was to identify whatever assistance was required for Student to perform in the general education environment at grade level among same-aged peers, as opposed to reasonably calculated to provide educational benefit by enabling Student to make progress appropriate in light of his circumstances.

Dr. Nazar-Biesman's apparent bias, lack of experience in the school setting, opinions based on non-IDEA standards, extreme positions, and vague unexplained responses to questioning adversely impacted her credibility and persuasiveness. Her opinions on Student's educational needs and the educational program supports to meet those needs were given significantly less weight than the educators and service providers who knew and worked with Student, including Van Wig, Rouse, Fecht, Rounke, Pauig, and Wenzel.

Dr. Nazar-Biesman opined that if Parents did not regularly meet with Student's teachers, Student's progress would be slow or he would regress. However, as discussed at Issue 6a, in fall 2025, Parents were not meeting with Rouse for progress update meetings or as part of the teacher-to-teacher specialized academic instruction consult and collaboration meetings, and Student was making good progress on his annual goals

and in grade-level curriculum. Opinions such as this one, which were in the vein of advocacy and dismissive of actual evidence, adversely affected Dr. Nazar-Biesman's credibility and persuasiveness. Her unsupported opinion on Student's need to have Parents participate in specialized academic instruction consult and collaboration was given less weight than the contrary opinions of Goldman, Wenzel, Dilworth, Rouse, and Van Wig, which were supported by significant evidence of Student's progress.

Student argues Parents should have been included in the specialized academic instruction consult and collaboration service in the classroom as part of their right to be participants in developing Student's educational program. However, the IDEA ensures that parents are given the opportunity to participate in the development of a student's program and educational placement by designating parents as mandatory members of the student's IEP team. Student cites no provision of the IDEA, its implementing regulations, or California special education law granting parents unrestricted communication with classroom teachers, related service providers, aides, or other school staff outside of the IEP team meeting.

Simi Valley offered in the October 1, 2025 IEP a type and level of specialized academic instruction consultation and collaboration that had enabled Student to meet or make good progress on his goals and earn passing marks in grade-level curriculum since February 2025, without Parents' participation. This type and level of specialized academic instruction consult and collaboration in the October 1, 2025 IEP was appropriate.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to offer appropriate specialized academic instruction services in the October and November 2025 annual IEP.

## ISSUE 5e: DID SIMI VALLEY DENY STUDENT A FAPE IN THE OCTOBER AND NOVEMBER 2025 ANNUAL IEP BY FAILING TO OFFER APPROPRIATE ACCOMMODATIONS?

Student contends that Simi Valley denied Student a FAPE by reducing Student's accommodations from those in the January 23, 2025 IEP without explanation or justification. Simi Valley contends the October and November IEP teams discussed and offered appropriate accommodations.

In general, an IEP is a written statement for each student with a disability that is developed under the IDEA's procedures and includes, among many other items, program modifications and accommodations that will be provided for the student to advance in attaining the goals, make progress in the general education curriculum, and participate in education with disabled and non-disabled peers. (20 U.S.C. §§ 1401(14), 1414(d); Ed. Code, § 56032.)

A student's needs change from year to year requiring the IEP team to consider developing needs at each annual IEP team meeting. (See 20 U.S.C. § 1414(d)(4)(A),(B) [Annual review is necessary because the needs of a child with a disability often change, and the IEP must be responsive to those changes to offer a FAPE].)

Student argues a side-by-side comparison of the wording of the accommodations in the January 23, 2025 IEP and the October 1, 2025 IEP demonstrates a systemic reduction of accommodations. However, the operative question is whether Student needed more accommodations in the October 1, 2025 IEP to receive a FAPE, and not

whether Simi Valley duplicated all accommodations from the January 23, 2025 IEP. Student points out several discrepancies between the two documents, but fails to cite to evidence demonstrating that these minor variations denied Student a FAPE.

Student argues that the January 23, 2025 IEP had an accommodation that he would be provided with two sets of all textbooks for use at school and home with access to digital versions, but the October 1, 2025 IEP reduced that accommodation to an extra set of textbooks and workbooks at home. Student ignores another accommodation in the October 1, 2025 IEP that expressly provides access to digital versions of all textbooks. In addition, although Parents preferred Student have home access to digital versions of any and all classroom materials, Student was accessing grade-level curriculum without such an accommodation during the 2025-2026 school year, and Student failed to demonstrate additional materials, and digital access to those materials, was a necessary accommodation for the October 1, 2025 IEP.

Student argues that the October 1, 2025 IEP inappropriately failed to include an accommodation from the January 23, 2025 IEP prohibiting occupational therapy during academic periods. However, Student could not direct witnesses to such a provision during the hearing, and fails to identify such a provision in the January 23, 2025 IEP in his closing brief. The January 2025 Settlement Agreement provided at paragraph 4d that the occupational therapist would make every effort to pull Student out for services during times that minimize the impact on Student's academics, but that was not a prohibition on occupational therapy services during academic periods required to be included as an accommodation in the October 1, 2025 IEP.

Student called Dr. Nazar-Biesman to testify about accommodations. Her opinions on accommodations for Student were as unreasonable and unpersuasive as her opinions regarding services as analyzed under Issue 5d, highlighting that she was not a credentialed teacher, licensed speech-language pathologist, licensed occupational therapist, or otherwise familiar with the field of education.

Most of Dr. Nazar-Biesman's accommodation opinions were aimed at maximizing Student's grades, a particular concern of Parents, for example that Student be allowed to retake any tests on which he receives a D or an F. In her September 2, 2025 letter to Student's IEP team, Dr. Nazar-Biesman went so far as to request Simi Valley create a software program specifically designed to give Parents automatic and immediate text notifications of grade drops, without explanation as to why Student's routinely posted grades and Parents' meetings with a special education teacher for 60 minutes monthly were not sufficient to keep Parents informed of Student's progress.

Dr. Nazar-Biesman's recommended accommodations, which had been mostly reasonable in her May 2024 neuropsychological assessment report and generally adopted into the October 9, 2024 IEP, became more extreme after the 2025-2026 school year in an apparent effort to advocate for Parents. Dr. Nazar-Biesman opined it was paramount that Parents communicate with all of Student's service providers regularly to ensure "smooth sailing," although Student's progress reports on goals and passing grades demonstrated he made appropriate progress without such meetings. No other evidence supported Dr. Nazar-Biesman's unpersuasive opinions that the accommodations preferred by Parents were needed in the October 1, 2025 IEP for Student to make educational progress, particularly as he had made significant educational progress without the requested accommodations.

The evidence, including the summary in the November 14, 2025 IEP team meeting and the audio recordings of that meeting, established that there was extensive discussion of Student's accommodations. The team developed and adopted accommodations that were sufficient in November 2025 to support Student in meeting his goals, making progress in grade-level curriculum, and participating in general education with disabled and non-disabled peers. That is all that was required of Simi Valley in developing the October 1, 2025 IEP.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to offer appropriate accommodations in the October and November 2025 annual IEP.

#### ISSUE 5f: DID SIMI VALLEY DENY STUDENT A FAPE IN THE OCTOBER AND NOVEMBER 2025 ANNUAL IEP BY REFUSING TO ADDRESS PARENTS' CONCERNS?

Student contends he was denied a FAPE because the concerns Parents raised in their agenda at the September 11, 2025 IEP team meeting, about adopting Parents' preferred methodologies, instructional strategies, and accommodations into Student's IEP, were not addressed at the October 21 and November 14, 2025 IEP team meetings. Simi Valley contends that the IEP team made efforts to address all Parents' concerns.

Simi Valley appropriately addressed all parental concerns raised at the October and November 2025 IEP team meetings. Father attended both IEP team meetings with Student's attorney, and at each meeting Simi Valley IEP team members informed Father of Student's challenges, and gave Father and Student's attorney opportunities to

express disagreement with the IEP team conclusions and request revisions to the October 1, 2025 IEP. Simi Valley IEP team members asked Father and Student's attorney about any concerns throughout the IEP review process.

Father made an affirmative choice not to raise his concerns at the October 21, 2025 IEP team meeting after his agenda was not adopted. Nonetheless, Student's attorney was an active participant in developing Student's goals during the October 21, 2025 IEP team meeting.

At the November 14, 2025 IEP team meeting, Father and Student's attorney were both involved in the discussion of accommodations. Although members did not agree with Parents' requested accommodations or include them in the IEP, this did not establish that Parents' concerns were not discussed at the IEP team meeting. (See *Blackmon, supra*, 198 F.3d at 658.)

Further, when the November 14, 2025 IEP team turned its discussion to placement and services, Father failed to raise concerns and demanded that the team complete the discussion in a few minutes because he refused to attend another IEP team meeting. Any failure of the IEP team to discuss Parents' concerns regarding placement and services was the result of Father's conduct, and did not establish that Simi Valley committed a procedural violation by failing to consider unraised concerns.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE at the October and November 2025 annual IEP by failing to address Parents' concerns.

ISSUE 6a: DID SIMI VALLEY DENY STUDENT A FAPE BY MATERIALLY FAILING TO IMPLEMENT THE FOLLOWING PORTIONS OF STUDENT'S OPERATIVE IEP FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025: SPECIALIZED ACADEMIC INSTRUCTION SERVICES?

Student contends Simi Valley denied him a FAPE because it was required to, but did not, include Parents as part of the January 23, 2025 IEP's specialized academic instruction consult and collaboration services during the 2025-2026 school year. Additionally, Student contends the instructional methodologies and strategies proposed by Parents and implemented by second grade teacher Strasser became part of Student's IEP but were not implemented by third grade teacher Van Wig.

Simi Valley contends Student's specialized academic instruction consult and collaboration services took place between Student's general education teacher and a special education teacher in accordance with the January 23, 2025 IEP.

There is no statutory requirement that a district perfectly adhere to an IEP and minor implementation failures will not be deemed a denial of FAPE. (*Van Duyn v. Baker School Dist.* 5J(9th Cir. 2007) 502 F.3d 811, 822 (*Van Duyn*)). Only a material failure to implement an IEP violates the IDEA. (*Ibid.*) A material failure occurs when there is more than a minor discrepancy between the services a school provides to a disabled child and the services required by the child's IEP. (*Ibid.*)

Student argues Simi Valley failed to produce logs of the specialized academic instruction consult and collaboration, which raised an inference the meetings did not take place. Student cites to authority that failure to produce evidence naturally within a party's possession supports an inference that the evidence would be adverse to that

party. (*Williamson v. Superior Court* (1978) 21 Cal.3d 829, 836, fn. 2.) The failure of Simi Valley to produce logs for this IEP service is unfortunate, but there was sufficient evidence to overcome an adverse inference and establish that the specialized academic instruction collaboration meetings took place between Van Wig and Rouse as required by the January 23, 2025 IEP.

Van Wig and Rouse implemented the specialized academic instruction consult and collaboration service in the January 23, 2025 IEP from August 15 through December 11, 2025. Van Wig and Rouse testified that they met for 60 minutes weekly during that time to discuss supports for Student in the classroom, and also considered Parents' plethora of demands for accommodations and preferred instructional strategies. As part of the consult meetings, Rouse tested Student's progress toward his goals. He also asked Van Wig and Student's aide how Student was responding to instructional, strategies, methodologies, and accommodations, and collaborated with Van Wig on specialized academic instruction methods that would support Student's learning of material.

The testimony of Van Wig and Rouse established that the specialized academic instruction consult and collaboration meetings took place for at least 60 minutes weekly despite the absence of time sheet logs. The sheer volume of collaboration required to support Student in Van Wig's classroom, made their testimony credible and convincing that the specialized academic instruction support was fully implemented.

Van Wig held a general education teaching credential, and was not educated, trained, or experienced in special education. Student, who had significant learning disabilities in reading, writing, and math, was placed in her general education classroom to learn reading, writing, and math, among other third-grade subjects. It was only with

the investment in time and support from Rouse, a very experienced special education teacher, that Van Wig was able to ensure Student kept pace with material presented, and that Student met or nearly met grade-level academic standards from week to week.

In addition, from August 15 to December 11, 2025, Mother responded to each of Van Wig's weekly "brief skeletons" with one or more emails to request additional and detailed information on Student's upcoming classwork and to demand Van Wig's use of Parents' preferred methodologies, instructional strategies, and accommodations. Mother also regularly corresponded with Van Wig to demand meetings, and to accuse Van Wig of failing to implement Student's accommodations as Parents preferred. To Van Wig's credit, documentary evidence showed she promptly responded to all Mother's emails in a friendly and professional manner, even when Van Wig did not acquiesce to all of Parents' requests.

Rouse consulted and collaborated with Van Wig not only to support Student's access to the curriculum, but to gather information on Student's program to regularly update case manager Dilworth, principal Lundstrom, and superintendent Goldman, to whom Parents emailed a barrage of complaints about implementation of Student's program in a manner which Parents disapproved. The overwhelming degree of constant communication between Van Wig and Rouse regarding implementation of Student's IEP in the classroom was supporting evidence to overcome an inference that time sheet logs would have shown less than 60 minutes per week of specialized academic instruction consult and collaboration between Van Wig and Rouse.

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Student's argument that the January 23, 2025 IEP was ambiguous on whether Parents would be part of the specialized academic instruction consult and collaboration is unconvincing. First, there is no mention of Parents in the reference to specialized academic instruction consult and collaboration service in the January 23, 2025 IEP, although Parents are expressly referenced in the accommodation section. Second, it is illogical that credentialed teachers with over two decades of combined experience would need weekly consultation or collaboration with Parents to determine appropriate methodologies and instructional strategies for Student in the classroom. Third, the consult and collaboration took place in the general education classroom, which did not include Parents. Lastly, to the extent Parents wanted information on Student's program, or to pass along suggestions, an avenue for such communication was provided in the accommodation for Parents to meet with Student's special education teacher for up to 60 minutes per month, not as part of the specialized academic instruction consult and collaboration.

The evidence did not demonstrate that the January 23, 2025 IEP provision for specialized academic instruction consult and collaboration was ambiguous with regard to Parents' participation. This argument was raised by Parents in a June 2, 2025 letter to Simi Valley requesting an IEP team meeting to incorporate additions to the IEP agreed upon during purported specialized academic instruction collaboration meetings with Rouse. However, despite the wording in that letter, Parents were never included in the

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specialized academic instruction consult and collaboration meetings between Van Wig and Rouse. In addition, their requests were generally for accommodations and not limited to academics or the general education classroom, including:

- Monthly phone calls with each of Student's therapists,
- 30-minute meetings every two weeks with the classroom teacher and one-to-one aide, in addition to other meetings included in the IEP,
- A specific implementation plan for the "brief skeleton" outlines to include all information Parents requested,
- Student access to notes and worksheets during tests,
- Grade monitoring and notification immediately if Student's grades fell below 3, and discussion between teacher and Parents on remedies and tools necessary before moving on to the next session in any subject,
- If Student has another teacher for Universal Access or math, the teacher will work with Parents to coordinate weekly materials ahead of time, and
- Student to retake tests if Parents feel Student was provided insufficient accommodations for that test.

These requests go far beyond meeting Student's teachers in the general education classroom for support in teaching Student academics, and fall well outside the scope of specialized academic instruction.

The overwhelming weight of the evidence established that Parents were not part of the specialized academic instruction consult and collaboration meetings in the general education classroom, and implementation of that service did not require Simi Valley to include Parents.

In addition to failing to show Parents should have been included in the specialized academic instruction consultation and collaboration meetings, Student failed to show Parents could have been included in those meetings. From August 15 to December 11, 2025, Rouse repeatedly and unsuccessfully corresponded with Parents to arrange progress update meetings. Email chains established Parents were uncooperative in arranging these meetings by offering availability only from 10:00 AM to 12:00 PM, during which Rouse was teaching class and was not available for parent progress meetings or specialized academic instruction consult and collaboration. Rouse repeatedly and regularly emailed Parents to propose a variety of different days and times when he was able to meet for 30 minutes before classes, between classes, or after school, but Parents declined all offers.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by materially failing to implement the specialized academic instruction services portions of Student's operative IEP from August 15, 2025, through December 11, 2025.

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ISSUE 6b: DID SIMI VALLEY DENY STUDENT A FAPE BY MATERIALLY FAILING TO IMPLEMENT THE FOLLOWING PORTIONS OF STUDENT'S OPERATIVE IEP FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025: TEXT-TO-SPEECH ACCOMMODATION?

Student contends Simi Valley denied him a FAPE because the January 23, 2025 IEP's text-to-speech accommodation required Simi Valley to provide Parents with audio versions of each and every page of material presented to Student, which it did not do. Simi Valley contends that the January 23, 2025 IEP required it to provide Student with digital versions of his textbooks, not any and all materials. In addition, Simi Valley contends Student had a full-time aide who could read materials to Student in the classroom, and Parents could read materials to Student at home.

The relevant accommodations in the January 23, 2025 IEP read:

Student will be provided two sets of all textbooks – one set for school use and one set for home. Student will have access to a digital version of all textbooks, and

Text to speech for all text-based materials.

The first accommodation was added to the January 23, 2025 IEP for purposes of assisting Parents in supporting Student at home. The clear language of that accommodation required Simi Valley to provide Parents with a set of physical

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textbooks, and access to digital versions of those textbooks. It did not require digital access to classroom handouts, regardless of whether those handouts were copied from textbook resources available to the teacher beyond Student's assigned books.

The second accommodation was for the classroom, and carried forward from the October 9, 2024 IEP. This accommodation was readily met by having the teacher or Student's one-to-one aide read the text aloud if no digital version was available. That accommodation did not require Simi Valley to provide Parents with digital versions of all classroom handouts containing text for home use. Further, nothing prevented Parents from also reading materials with no digital version aloud to Student.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by materially failing to implement the text-to-speech portions of Student's operative IEP from August 15, 2025, through December 11, 2025.

**ISSUE 6c: DID SIMI VALLEY DENY STUDENT A FAPE BY MATERIALLY FAILING TO IMPLEMENT THE FOLLOWING PORTIONS OF STUDENT'S OPERATIVE IEP FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025: PROVIDING STUDENT WITH TWO SETS OF TEXTBOOKS AND CLASSROOM MATERIALS?**

Student contends Simi Valley denied him a FAPE because it did not implement the January 23, 2025 IEP requiring Simi Valley to provide Parents with a duplicate set of all classroom materials. Simi Valley contends the January 23, 2025 IEP did not require it to provide Parents with any more than a second set of textbooks at home.

Student argues that in addition to the accommodation in the January 23, 2025 IEP for “textbooks ... for home use,” the IEP included a second accommodation for an “extra set of books at home.” He argues these sections used two different terms and made a distinction between the words “books” and “textbooks.” Student contends this creates an ambiguity about what materials were to be provided to Student for use at home. He argues that because ambiguities are construed against the drafter of a document, the January 23, 2025 should be read as Student interprets it.

Student further argues an extra set of “books at home” meant any books from which Van Wig copied handout materials, and that the term “books” encompassed workbooks, readers, notebooks, and instructional handouts. Student contends because all these materials are within the definition of books, Parents should also have received digital versions of these materials, too.

Student’s argument is unconvincing. There is no ambiguity in the January 23, 2025 IEP, as the words textbooks and books mean the same thing in an educational context. Both words clearly refer to books assigned to Student as part of his educational program. As commonly understood, the word “books” does not mean newspaper articles, magazine articles, practice sheets, or other handouts copied from other sources. Van Wig copied math problems, articles to prompt discussion or writing, and other materials related to third-grade concepts to enrich her students’ program. These were not books or textbooks. Student’s reading of the January 23, 2025 IEP accommodations to require Van Wig to provide copies of every handout, in digital version, is rejected as an extreme and embellished extension of the words “books” and “textbooks.” Simi Valley provided Parents with an extra set of textbooks for Student’s use at home, in compliance with the January 23, 2025 IEP.

Student also argues that Van Wig should have provided Parents with exact copies of all materials presented in the classroom because Strasser did. Whether Strasser gave these materials to Parents was irrelevant to whether Van Wig was obligated to do the same. The clear terms of the January 23, 2025 IEP did not require Van Wig to provide Parents with copies of all materials presented in the classroom.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by materially failing to implement the following portions of Student's operative IEP of providing Student with two sets of textbooks and classroom materials from August 15, 2025, through December 11, 2025.

**ISSUE 6d: DID SIMI VALLEY DENY STUDENT A FAPE BY MATERIALLY FAILING TO IMPLEMENT THE FOLLOWING PORTIONS OF STUDENT'S OPERATIVE IEP FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025: RETURNING STUDENT'S COMPLETED WORK TO PARENTS?**

Student contends Simi Valley denied him a FAPE because it did not implement a provision in the January 23, 2025 IEP to return all Student's completed classwork work to Parents. Simi Valley contends Student's IEP did not require completed classwork to be sent home to Parents.

Student asserts Parents needed completed classwork sent home as part of the home-school collaboration model they preferred, but failed to cite to any language in the January 23, 2025 IEP requiring classwork to be sent home. The January 23, 2025 IEP did not require Van Wig to return Student's completed classwork work to Parents.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by materially failing to implement the portions of Student's operative IEP requiring returning Student's completed work to Parents from August 15, 2025, through December 11, 2025.

**ISSUE 6e: DID SIMI VALLEY DENY STUDENT A FAPE BY MATERIALLY FAILING TO IMPLEMENT THE FOLLOWING PORTIONS OF STUDENT'S OPERATIVE IEP FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025: TESTING ACCOMMODATIONS?**

Student contends Simi Valley denied him a FAPE by failing to materially implement the January 23, 2025 IEP accommodation for Student to be tested in the resource room with unlimited time. Simi Valley contends it implemented all testing accommodations, including a quiet environment, unlimited time, and relocation to the resource room as necessary. Simi Valley asserts Van Wig's classroom was often a quiet testing place for Student and his classmates, and Student frequently did not ask for or need extra time.

Student argues that the January 23, 2025 IEP accommodations to test in the resource room and to test in a quiet environment required that Student be sent to the resource room for all tests. He argues these accommodations, read together, did not give Van Wig discretion to have Student take tests in the general education classroom. Student attributes his grade drop from 4s to 3s to testing in the classroom without any evidentiary connection between the two.

The evidence established that the resource room and quiet testing accommodations were sometimes in conflict and best left to the teacher's discretion. Rouse testified compellingly that the only reason for sending a student to the resource room for testing was to reduce distractions and give the student a quieter environment in which to concentrate on test questions. Throughout the day, instruction took place in the resource room, and a classroom where all students were quietly taking a test might be a quieter and less distracting environment.

Van Wig testified that her classroom was generally a quiet place free of distractions when her students were taking tests. In her classroom she was also available to answer student questions about test materials. Van Wig allowed Student to take tests in her classroom when it provided a quiet, distraction-free environment, and sent Student to the resource room when he required extra time, or when the classroom became noisy. Van Wig's interpretation of the January 23, 2025 IEP accommodations for testing was reasonable.

Simi Valley showed that Van Wig's classroom during testing was, more often than not, quieter than the resource room. Van Wig credibly testified that Student was rarely the last student in the classroom to finish a test. The evidence established that Van Wig used her discretion to ensure Student took tests in a quiet, distraction-free environment, and that he received as much time as needed to complete a test.

Van Wig did not materially fail to implement Student's testing accommodations. She provided Student with the accommodations he needed to take tests without distraction or time limitations. Student's interpretation of the January 23, 2025 IEP to

mandate that Student be tested in the resource room, without exception, was contrary to the purpose of the two accommodations to provide Student with a quiet, distraction-free, and untimed environment for testing.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by materially failing to implement the portions of Student's operative IEP regarding testing accommodations from August 15, 2025, through December 11, 2025.

**ISSUE 6f: DID SIMI VALLEY DENY STUDENT A FAPE BY MATERIALLY FAILING TO IMPLEMENT THE FOLLOWING PORTIONS OF STUDENT'S OPERATIVE IEP FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025: PROVIDING PARENTS WITH NOTICE OF UPCOMING WORK AND TESTS?**

Student contends Simi Valley denied him a FAPE by materially failing to timely provide Parents with notice of upcoming work and tests pursuant to the January 23, 2025 IEP. Simi Valley contends the January 23, 2025 IEP required only a "brief skeleton" of upcoming academic subjects, and did not require notice to Parents of upcoming work and tests.

The January 23, 2025 IEP accommodations at issue read:

Parents will be notified at least a week in advance of a "brief skeleton" of the academic assignments to be assigned during the following week in all school subjects, including page numbers, via e-mail. The teacher may change assignments, as needed, and will provide notice of such change when communicating the subsequent week's academic assignments, and

Parents will be notified at least a week in advance of a “brief skeleton” of the academic standards to be tested during the following week in all school subjects....

Student did not present evidence that Van Wig failed to provide Student with the information listed in the accommodations. Copies of Van Wig’s “brief skeletons” in evidence established she provided Parents with one week’s advanced notice of academic assignments for the following week in all school subjects, with page numbers, and academic standards to be tested. Van Wig gave Parents very detailed information about what would be covered in class in each subject, including textbook page numbers, how students would practice a skill, such as on the whiteboard or on problem handouts. She provided the State standard being worked on and tested, and other detailed information. Her “brief skeleton” outlines often included topics to be covered in class and the days a quiz or test were planned. Van Wig’s “brief skeletons” fully complied with the accommodation in the January 23, 2025 IEP.

Mother wanted to focus with Student only on problems that would actually be covered in class and on tests, but Van Wig complied with the accommodation by directing Parents to textbook pages and similar problems for practice. Mother complained she had to work twice as long with Student each night if she had to go over every possible problem with Student instead of those Student would actually see in class or on tests. However, the January 23, 2025 accommodation did not require Van Wig to provide additional information for Mother’s convenience.

Dr. Nazar-Biesman testified Student required advance exposure to lessons, which Parents interpreted as advance notice of specific problems that Student would be asked to answer or be tested on. Van Wig’s information gave Parents the tools for Student’s

pre-exposure to academic concepts and materials that would be covered in class and on tests, and complied with the “brief skeleton” accommodation in the January 23, 2025 IEP.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by materially failing to implement the portions of Student’s operative IEP about providing Parents with notice of upcoming work and tests from August 15, 2025, through December 11, 2025.

ISSUE 7a: DID SIMI VALLEY DENY STUDENT A FAPE FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025, BY AMENDING STUDENT’S IEP WITHOUT PARENTAL CONSENT BY: REMOVING SPECIALIZED ACADEMIC INSTRUCTION SERVICES?

Student contends that Simi Valley denied him a FAPE by failing to implement the specialized academic instruction consult and collaboration services in the January 23, 2025 IEP, which constituted a unilateral amendment of the IEP without Parents’ consent. Simi Valley contends that it did not unilaterally amend Student’s IEP, and continued to implement the specialized academic instruction services specified in the January 23, 2025 IEP.

An IEP is, by definition, a written document. (34 C.F.R. §§ 300.22 and 300.320(a); Ed. Code, §§ 56032 and 56345.) A written document is required to amend or modify an IEP. (34 C.F.R. § 300.324(a)(4)(i).)

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Student cites no authority supporting his argument that a failure to implement constitutes an unwritten amendment to an IEP. More definitively, as discussed at Issue 6a, Simi Valley fully implemented the specialized academic instruction consult and collaboration services in the January 23, 2025 IEP.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by amending Student's IEP without parental consent, by removing specialized academic instruction services from August 15, 2025, through December 11, 2025.

ISSUE 7b: DID SIMI VALLEY DENY STUDENT A FAPE FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025, BY AMENDING STUDENT'S IEP WITHOUT PARENTAL CONSENT BY: REMOVING TEXT-TO-SPEECH ACCOMMODATION?

Student contends Simi Valley denied him a FAPE in fall 2025 when it amended Student's IEP without parental consent by removing text-to-speech accommodations. Simi Valley contends that it did not amend the January 23, 2025 IEP, and continued to implement the text-to-speech accommodations.

As discussed at Issue 6b, Simi Valley fully implemented the text-to-speech accommodation in the January 23, 2025 IEP. Simi Valley did not unilaterally amend Student's IEP to remove that accommodation.

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Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent, by removing text-to-speech accommodations.

ISSUE 7c: DID SIMI VALLEY DENY STUDENT A FAPE FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025, BY AMENDING STUDENT'S IEP WITHOUT PARENTAL CONSENT BY: REMOVING THE ACCOMMODATION TO PROVIDE STUDENT WITH TWO SETS OF TEXTBOOKS AND CLASSROOM MATERIALS?

Student contends Simi Valley denied him a FAPE in fall 2025 when it unilaterally amended Student's IEP by removing the accommodation for two sets of textbooks and classroom materials. Simi Valley contends it provided Student with two sets of textbooks, but was not required by the January 23, 2025 IEP to give Student a duplicate set of all classroom materials.

As discussed at Issue 6c, Simi Valley fully implemented the accommodations for two sets of textbooks in the January 23, 2025 IEP, and was not required to provide Parents with a duplicate set of all classroom materials. Simi Valley did not unilaterally amend that IEP to remove the accommodation of duplicate textbooks.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without Parental consent, by removing the accommodation to provide Student with two sets of textbooks and classroom materials.

ISSUE 7d: DID SIMI VALLEY DENY STUDENT A FAPE FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025, BY AMENDING STUDENT'S IEP WITHOUT PARENTAL CONSENT BY: REMOVING THE ACCOMMODATION TO RETURN STUDENT'S COMPLETED WORK TO PARENTS?

Student contends Simi Valley denied him a FAPE in fall 2025 when it unilaterally amended the January 23, 2025 IEP by removing the accommodation to return Student's completed work to Parents. Simi Valley contends there was never an IEP accommodation to return Student's completed work to Parents.

As discussed at Issue 6d, there was no accommodation for Student's teacher to return Student's classwork to Parents. Simi Valley did not unilaterally amend that IEP to remove an accommodation requiring returned classwork.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent, by removing the accommodation to return Student's completed work to Parents.

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ISSUE 7e: DID SIMI VALLEY DENY STUDENT A FAPE FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025, BY AMENDING STUDENT'S IEP WITHOUT PARENTAL CONSENT BY: ALTERING STUDENT'S ONE-TO-ONE AIDE SERVICES?

Student contends Simi Valley denied him a FAPE in fall 2025 when it unilaterally altered Student's January 23, 2025 IEP by removing the requirement of a one-to-one aide from a nonpublic agency. Simi Valley contends that it provided Student with a one-to-one aide from a nonpublic agency from August 15, through December 11, 2025.

Student did not provide any testimony or evidence to show that Simi Valley removed his one-to-one aide. Multiple Simi Valley administrators testified consistently and convincingly that Student was accompanied throughout the day by a one-to-one aide from a nonpublic agency, from August 15, 2025 through the date of hearing.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent, by altering Student's one-to-one aide services.

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ISSUE 7f: DID SIMI VALLEY DENY STUDENT A FAPE FROM AUGUST 15, 2025, THROUGH DECEMBER 11, 2025, BY AMENDING STUDENT'S IEP WITHOUT PARENTAL CONSENT BY: REMOVING TESTING ACCOMMODATIONS?

Student contends Simi Valley denied him a FAPE by unilaterally amending his IEP in fall 2025 to remove testing accommodations. Simi Valley contends it did not unilaterally amend the January 23, 2025 IEP by removing testing accommodations.

As discussed at Issue 6e, Van Wig used her discretion to have Student take tests in a quiet, distraction-free environment, for as long as he needed. Although this was in conflict with an accommodation for Student to test in the resource room, it was not a material violation, or an amendment to the IEP, and did not deny Student a FAPE.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent, by removing testing accommodations.

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ISSUE 8a: DID SIMI VALLEY DENY STUDENT A FAPE BY FAILING TO PROVIDE PRIOR WRITTEN NOTICE REGARDING THE REFUSAL TO CHANGE STUDENT'S CLASSROOM PURSUANT TO PARENT'S SEPTEMBER 5, 2025 REQUEST?

Student contends that Simi Valley denied him a FAPE by failing to provide prior written notice of its refusal to change Student's classroom at Parent's request. Simi Valley contends that a general education classroom change is not a change of Student's educational program requiring prior written notice.

A school district is required to give parents of a student with a disability written notice within a reasonable time before it refuses to initiate or change the identification, evaluation, or educational placement of the student or the provision of FAPE to the student. (20 U.S.C. § 1415(b)(3)(b); 34 C.F.R. § 300.503(a)(2); Ed. Code, §56500.4, subd. (a).) A prior written notice must contain a description of the action proposed or refused by the agency, an explanation for the action, and a description of the assessment procedure or report which is the basis of the action. (Ed. Code, § 56500.4, subd. (b).)

Once the placement team decides the type of placement appropriate to meet the student's needs, the placement team may delegate the classroom assignment to the school administration if there is more than one classroom that fits the description of an appropriate educational program for the student. (See *Letter to Fisher* (U.S. Dept. of Educ., OSEP 1994) 21 IDELR 992; *Letter to Wessels* (U.S. Dept. of Educ., OSEP 1990) 16 IDELR 735.)

The prior written notice requirement is not triggered unless the proposed change substantially or materially affects the composition of the educational program and services provided to the child. (See *Veazey v. Ascension Parish School Bd.* (5th Cir. 2005) 121 Fed. Appx. 552, 553, *cert. denied*, 546 U.S. 824 (2005)(*Veazey*.)

Parents are not entitled to choose teachers or other instructional personnel. Although districts may choose to let the child's multidisciplinary team make such decisions, the IDEA permits districts to treat these matters as administrative decisions, which are made by school personnel. (*Letter to Wessels, supra*, 16 IDELR 735.) A number of unpublished U.S. Court of Appeals for the Ninth Circuit decisions provide guidance on this issue and have held that if the assigned personnel are qualified to perform the designated services, the allocation of qualified personnel is in the administrative discretion of the agency. (See *Blanchard v. Morton School Dist., et al.* (9th Cir. 2010) 385 F.Appx 640, 640-41, affirming *Blanchard v. Morton School Dist.* (W.D.Wash 2009) 2009 WL 481306; *Gellerman v. Calaveras Unified School Dist.* (9th Cir. 2002) 43 F.Appx 28, 31; *Zasslow, supra*, 60 F.Appx. at p. 28.)

When a failure to give proper prior written notice does not actually impair parental knowledge or participation in educational decisions, the violation is not a substantive harm under the IDEA. (*Murphy v. Glendale Unified School Dist.* (C.D.Cal. June 14, 2017, Case No. 2:16-cv-04742-SVW-AS) 2017 WL 11632966, \*\*13-14 (*Murphy*.)

The October 9, 2024 IEP was changed by the January 23, 2025 IEP to place Student in a general education classroom. Once this placement decision was made, the classroom assignment was delegated to Simi Valley administration because there was

more than one classroom that fit the description of the appropriate educational program described in the January 23, 2025 IEP. (See *Letter to Fisher, supra*, 21 IDELR 992 and *Letter to Wessels, supra*, 16 IDELR 735.)

Parents' wrote to superintendent Goldman on September 5, 2025, requesting a classroom change, which Goldman forwarded to principal Lundstrom to handle as an administrative matter. Lundstrom denied Parents' request. Denial of Parents' request for a classroom change did not trigger an obligation for Simi Valley to give Parents prior written notice. Per *Veazey* and Ninth Circuit guidance, no prior written notice was required because Parents' request for a change of general education classroom, on the same campus in the same school, did not substantially or materially affect the composition of Student's educational program and services under the January 23, 2025 IEP.

Parents' request for a general education teacher other than Van Wig was similarly not a request for a change to Student's educational program or services requiring prior written notice. In accordance with the U.S. Department of Education's Office of Special Education Programs guidance, Parents' request for a personnel change was an administrative decision properly delegated to principal Lundstrom. Lundstrom was well within her administrative discretion to deny Parents' request without prior written notice.

Student argues that Parents requested the classroom change because Van Wig was not implementing the January 23, 2025 IEP, but that is a separate claim from whether prior written notice was required in response to Parents' request, and decided at Issues 6a through 6f.

Further, Simi Valley prepared a detailed 19-page prior written notice letter responding to Father's November 17 and November 24, 2025, correspondence detailing many of Parents' issues decided in this Decision. Simi Valley's prior written notice letter was sent to Parents on December 11, 2025, the day Parents filed for due process on behalf of Student, and included a section explaining that classroom assignments and personnel decisions were within the discretion and scope of Simi Valley's authority to manage its schools.

Lastly, even had Simi Valley been required to but not sent prior written notice regarding Parents' change of classroom request, its assignment of classrooms and teaching staff without prior written notice did not impair Parents' knowledge or participation in the creation of the October 1, 2025 IEP. Accordingly, the lack of prior written notice would not have been a substantive harm under the IDEA. (See *Murphy, supra*, at \*\*13-14.)

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to provide prior written notice regarding the refusal to change Student's classroom pursuant to Parent's September 5, 2025 request.

#### ISSUE 8b: DID SIMI VALLEY DENY STUDENT A FAPE BY FAILING TO PROVIDE PRIOR WRITTEN NOTICE REGARDING SPECIFIC REQUESTS PARENTS MADE DURING THE SEPTEMBER 11, 2025 IEP TEAM MEETING?

Student contends Simi Valley denied him a FAPE by failing to provide Parents with prior written notice of its refusal to grant Parents' requests at the September 11, 2025 IEP team meeting. Simi Valley contends it continued to discuss Parents' concerns

from the September 11, 2025 IEP team meeting through the November 14, 2025 IEP team meeting, and responded to Parents' unresolved concerns in a robust prior written notice on December 11, 2025.

Student argues that he repeatedly requested prior written notice at the September 11, 2025 IEP team meeting. However, Simi Valley's obligation to provide Parents with prior written notice was not triggered until it refused requests by Parents regarding accommodations, placement, or services in Student's educational program. That did not happen until the FAPE offer in the October 1, 2025 IEP was finalized on November 14, 2025.

After the September 11, 2025 IEP ended abruptly, Simi Valley continued to work with Parents through the IEP process, as encouraged under the IDEA. (See *Doug C.*, *supra*, 720 F.3d at p. 1046 [school district should prioritize parent's participation in IEP team meetings].) Simi Valley was not obligated to give Parents prior written notice after the September 11, 2025 IEP team meeting because the IEP team meeting had not completed and another IEP team meeting had been scheduled that would address concerns raised by Parent. Simi Valley convened two subsequent IEP team meetings, on October 21 and November 14, 2025, at which Parents had ample opportunity to raise concerns to the IEP team.

The December 11, 2025 prior written notice was sent to Parents within a reasonable time after the October 1, 2025 offer of FAPE was finalized on November 14, 2025. Simi Valley also incorporated into the December 11, 2025 prior written notice its response to Father's post-IEP team meeting correspondence on both November 17 and November 24, 2025. The timing of this prior written notice, which extensively addressed

Parents' concerns, did not impair Parents' knowledge or participation in the creation of the October 1, 2025 IEP and was not a substantive harm under the IDEA. (See *Murphy, supra*, at \*\*13-14.)

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to provide prior written notice regarding specific requests Parents made during the September 11, 2025 IEP team meeting.

#### ISSUE 8c: DID SIMI VALLEY DENY STUDENT A FAPE BY FAILING TO PROVIDE PRIOR WRITTEN NOTICE REGARDING THE REFUSAL OF THE GENERAL EDUCATION TEACHER TO MEET WITH PARENTS OUTSIDE OF IEP TEAM MEETINGS?

Student contends he was denied a FAPE because Simi Valley did not provide Parents with prior written notice regarding the general education teacher's refusal to meet with Parents outside of IEP team meetings. Simi Valley contends that a teacher's refusal to meet Parents is not a change of program triggering the need for prior written notice, and that Van Wig did offer to meet with Parents outside of IEP team meetings.

Student's evidence did not establish that Van Wig's August 18, 2025 email declining Parents' request to meet before the scheduled September 11, 2025 IEP team meeting triggered Simi Valley's obligation to give it prior written notice. Student does not identify any part of the January 23, 2025 IEP requiring Student's general education teacher meet with them. Student did not demonstrate how Van Wig declining to meet with Parents outside of an IEP team meeting was a change in Student's IEP that would trigger an obligation to give prior written notice.

In addition, the evidence showed that Van Wig did not decline to meet with Parents outside of the IEP team meeting. Van Wig offered to meet with Mother for 20 minutes by telephone on August 30, 2025, but Mother did not respond. Van Wig also met with Mother on October 21, 2025 during a parent teacher conference.

Further, the January 23, 2025 IEP was not silent on Parents' interactions with teaching staff. It included an express accommodation for Parents to meet with Student's special education teacher for 60 minutes per month for updates on Student's program progress.

Van Wig's declination to meet with Parents outside of IEP team meetings was not a proposal by Simi Valley to initiate or change a provision of Student's educational program and did not require prior written notice.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied Student a FAPE by failing to provide prior written notice regarding the refusal of the general education teacher to meet with Parents outside of IEP team meetings.

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ISSUE 9: DID SIMI VALLEY DENY STUDENT A FAPE BY FAILING TO CONDUCT AN ADEQUATE SPEECH AND LANGUAGE ASSESSMENT, WITH A REPORT DATED DECEMBER 8, 2025?

Student contends that Simi Valley did not conduct an adequate speech and language assessment in November and December 2025, because the assessors did not include service recommendations in the assessment report. Student also contends the assessment report did not include accurate present levels of performance.

Simi Valley contends the speech and language assessment was conducted by highly qualified assessors and complied with all legal requirements.

School district reevaluations of students with disabilities under the IDEA help IEP teams identify the special education and related services a student requires. (34 C.F.R. §§ 300.301, 300.303.) Repeat evaluations that occur throughout the course of the student's education. (See 71 Fed. Reg. 46,640 (Aug. 14, 2006).) California law refers to evaluations as "assessments." (Ed. Code, § 56302.5.)

In conducting an assessment, the school district must use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information, including information provided by the parent. (20 U.S.C. § 1414(b)(2)(A); 34 C.F.R. § 300.304(b)(1).) No single measure or assessment shall be the sole criterion for determining whether a child is a child with a disability. (20 U.S.C. § 1414(b)(2)(B); 34 C.F.R. § 300.304(b)(2); Ed. Code, § 56320, subd. (e).)

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Assessments must be sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category of the child. (34 C.F.R. § 300.304(c)(6).) The assessor must use technically sound testing instruments that demonstrate the effect that cognitive, behavioral, physical, and developmental factors have on the functioning of the student. (20 U.S.C. § 1414(b)(2)(C); 34 C.F.R. § 300.304(b)(3).) As long as statutory requirements for assessments are satisfied, selection of particular testing or evaluation instruments is left to the discretion of State and local educational authorities. (*Letter to Anonymous* (U.S. Dept. of Educ., OSEP Sept. 17, 1993) 120 IDELR 542; *Haowen Z. v. Poway Unified Sch. Dist.* (S.D.Cal. 2013) No. 13-CV-1589-JM (BLM), 2013 WL 4401673.)

The assessments used must be:

1. selected and administered so as not to be discriminatory on a racial or cultural basis;
2. provided in a language and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally;
3. used for purposes for which the assessments are valid and reliable;
4. administered by trained and knowledgeable personnel; and
5. administered in accordance with any instructions provided by the producer of such assessments.

(20 U.S.C. § 1414(b) & (c)(5); Ed. Code, §§ 56320, subds. (a) & (b), 56381, subd. (h).)

Individuals who are both knowledgeable of the student's disability and competent to perform the assessment, as determined by the school district, must conduct assessments of students' suspected disabilities. (Ed. Code, §§ 56320, subd. (g), 56322; see 20 U.S.C. § 1414(b)(3)(B)(ii).) The determination of what tests are required is made based on information known at the time. (See *Vasherese v. Laguna Salada Union School Dist.* (N.D.Cal. 2001) 211 F.Supp.2d 1150, 1157-1158 [assessment adequate despite not including speech/language testing where concern prompting assessment was deficit in reading skills].)

The personnel who assess the student shall prepare a written report that must include the following:

- whether the student may need special education and related services,
- the basis for making that determination,
- the relevant behavior noted during observation of the student in an appropriate setting,
- the relationship of that behavior to the student's academic and social functioning,
- the educationally relevant health, development, and medical findings, if any,
- if appropriate, a determination of the effects of environmental, cultural, or economic disadvantage, and
- the need for specialized services, materials, and equipment if the student has a low-incidence disability. (Ed. Code, § 56327.)

A school district's failure to conduct appropriate assessments, or to assess in all areas of suspected disability, may constitute a procedural denial of a FAPE. (*Park ex rel. Park v. Anaheim Union High School Dist.* (9th Cir. 2006) 464 F.3d at 1031-1033.) In the event of a procedural violation, a denial of FAPE may only be found if that procedural violation

- impeded the child's right to a FAPE,
- significantly impeded the parents' opportunity to participate in the decision making process regarding the provision of a FAPE, or
- caused deprivation of educational benefits. (Ed. Code, § 56505, subd. (f)(2).)

A school district's determinations regarding special education are based on what was objectively reasonable for the district to conclude given the information the district had at the time of making the determination, and not in hindsight. (*Adams, supra*, 195 F.3d at p. 1149, citing *Fuhrmann, supra*, 993 F.2d at p. 1041.)

## SIMI VALLEY'S SPEECH AND LANGUAGE ASSESSMENT

Student's speech and language skills were assessed upon Parents' consent to an assessment plan on October 15, 2025. The assessment was conducted during November and December 2025, by licensed speech-language pathologists Rebecca Fecht and Kristine Rounke, who were very well qualified to assess students in speech and language, as discussed at Issue 5c.

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Fecht and Rounke assessed Student's

- motor speech and apraxia severity,
- intelligibility,
- language processing and expression, and
- pragmatic communication skills.

They gathered information from Father, Van Wig, and Student's one-to-one aide, and reviewed Simi Valley's October 2024 speech and language assessment. Fecht and Rounke separately observed Student in the classroom and during unstructured times like recess, over multiple days for 15 to 20 minutes per observation. They each observed Student during their testing. Both Fecht and Rounke were already working with Student and had good rapport, and they concluded that Student gave good effort.

Fecht's examination of Student's face and mouth indicated Student's articulation would be affected by his asymmetrical mouth structure, low facial muscle tone, poor breath support, limited ability to move his jaw, midline paralysis of his tongue, and difficulty with sequential movements required to produce speech. However, from language samples, Student was 84 to 94 percent intelligible within context, and 60 to 74 percent intelligible without context.

Fecht administered an evaluation of motor speech skills that looked for evidence of apraxia of speech. Student had voicing errors, vowel and consonant distortions, and mild segmentation errors which were all characteristics of apraxia. Fecht took the same language utterances and evaluated them for a test that looked at both apraxia and dysarthria, and found that Student's speech features were more often indicative of dysarthria, or speech motor ability, than apraxia, or speech motor planning.

Rounke administered tests of language skills, including one language test administered a year earlier. Student scored in the average range for receptive vocabulary. He scored in the average range for expressive vocabulary, but below average in ability to formulate and express basic sentence types and the basic syntax of verb tenses and other verbs. Student scored in the deficient range on knowledge and accurate use of function words and inflections, demonstrating he lacked an age-appropriate understanding of how to use the rules governing expressive speech.

Student also scored in the average range for sentence comprehension and understanding inferences, but was in the deficient range for use of grammar and below average in understanding nonliteral language. Student scored in the average range for pragmatic, or social language skills, with a 15-point increase in his standard score in social language from October 2024. However, his combined score for expressive language overall was below average.

On another expressive language test targeting Student's use of word structure and arrangement, Student scored in the average range with a 32-point increase from October 2024. However, on a social language test that included making inferences, interpersonal negotiation, multiple interpretations, and supporting peers, Student's scores varied widely and he had low overall performance relative to same-age peers.

On rating scales measuring Student's social communication skills from questionnaire responses from Father and Van Wig, and Student's one-to-one aide, Van Wig and Father ranked Student's pragmatic skills as low but not in the clinically significant range. The responses of the one-to-one aide ranked Student in the clinically deficient range. Rounke concluded Student was demonstrating emerging social skills, with motivation to socialize, empathy, and basic conversational skills.

Fecht and Rounke found Student met the eligibility criteria for special education as a student with speech or language impairment due to articulation delays that significantly impacted his intelligibility with peers and adults at school. He also met eligibility criteria due to significant expressive language delays that negatively impacted his academic performance with below grade level expressive language in conversation and in writing. They made general school recommendations for frequent checks for understanding, simple repetitive directions, and increased verbal response time.

Fecht and Rounke detailed their results in a speech and language assessment report dated December 8, 2025. They presented their results at an IEP team meeting not at issue in this due process hearing.

Fecht and Rounke were properly credentialed and had the necessary experience to conduct a assessment of Student's speech and language, respectively. They were both knowledgeable about Student's disabilities of apraxia, dysarthria, and attention deficit hyperactivity disorder, and Fecht additionally researched Student's genetic disorder to better understand its effects on Student's speech. Both Fecht and Rounke used technically sound testing instruments and a variety of assessment tools, including observation, interview, and standardized and non-standardized instruments to evaluate Student in motor speech and apraxia severity, intelligibility, language processing and expression, and pragmatic communication.

The assessment instruments chosen were designed to provide information to the IEP team about Student's special education eligibility, educational needs, and accommodations for his IEP. None of the test instruments were racially, culturally, or sexually biased. The assessments were administered in Student's native language of English. The assessment tools were used for the purposes for which the assessments

were valid and reliable, and were administered in accordance with the producer's instructions. Ms. Rounke consulted with teacher of the visually impaired Miller, who advised her on visual accommodations to ensure her test results were valid accounting for Student's vision difficulties.

The assessment by Fecht and Rounke was sufficiently comprehensive to identify all of Student's special education and related service needs in speech and language, whether or not commonly linked to Student's disabilities. Their assessment results were valid and provided useful information regarding Student's speech and language functioning. The assessment results identified Student's apraxia, dysarthria, receptive language, expressive language, and pragmatic language deficits, all of which adversely affected Student's educational progress and performance.

Fecht and Rounke provided Parents and Student's IEP team with a comprehensive report of the speech and language assessment, dated December 8, 2025. It included their conclusion that Student might need special education and related services and the basis for making that determination. They noted relevant behavior during their observations of Student in the classroom and unstructured times, and the relationship of that behavior to the student's academic and social functioning. They noted educationally relevant health, development, and medical findings, and found no environmental, cultural, or economic disadvantage affecting Student's assessment results. They noted that Student did not need specialized services, materials, and equipment beyond the accommodations already included in Student's educational program.

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Student argues that the severity of Student's speech, impacted by both apraxia and dysarthria, mandated that Fecht and Rounke include recommendations for significant speech and language services in their report. Shandling testified that clinical assessment reports would routinely include recommendations for frequency and intensity of treatment, but Simi Valley's assessment was educational, not clinical. Student cites no federal or State law requiring such recommendations in IDEA assessment reports. The IDEA and California law require the type and level of related services be decided by an IEP team after Student's educational needs have been identified, annual goals to address those needs developed, and placement determined. (34 C.F.R. § 300.305(a)(1)(i); Ed. Code, § 56381, subd. (b).)

Student also argues that his speech expert Shandling took exception to Fecht describing Student's speech deficits as delays instead of disorders. However, Shandling had not assessed Student herself, and testified that Simi Valley's December 2025 assessment provided detailed and useful information regarding Student's speech and language needs and abilities.

Student argues that the October 9, 2024 speech and language goals were not sufficiently ambitious, and this should have been addressed in the December 2025 speech and language assessment report. However, neither federal nor California law requires that an assessment address the appropriateness of current goals or propose new ones. Whether the annual goals in the October 9, 2024 IEP were appropriately ambitious was not an issue in this hearing, and claims regarding the October 9, 2024 IEP were waived in the Settlement Agreement.

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Student contends Fecht was not sufficiently trained in PROMPT methodology to perform PROMPT services. However, Fecht testified she was qualified to provide PROMPT services, including an examination of Student's facial structures for sound formation for purposes of the December 2025 assessment. Student argues his expert Shandling was more qualified to interpret the December 2025 assessment results, but in light of Shandling's lack of experience with children or the school setting, the opinions of Fecht and Rounke regarding Student's educational needs were given more weight than those of Shandling.

Student failed to meet his burden of proving by a preponderance of the evidence that Simi Valley denied him a FAPE by failing to conduct an adequate speech and language assessment with a report dated December 8, 2025.

## 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:

Simi Valley did not deny Student a FAPE by failing to timely convene an IEP team meeting pursuant to Parents' June 2, 2025 request.

Simi Valley prevailed on Issue 1.

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## ISSUE 2:

Simi Valley did not deny Student a FAPE by failing to reconvene Student's IEP team meeting, when necessary, from the beginning of the 2025-2026 school year through December 11, 2025.

Simi Valley prevailed on Issue 2.

## ISSUE 3:

Simi Valley did not deny Student a FAPE by conducting a special education assessment of Student on September 10, 2025, without parental consent.

Simi Valley prevailed on Issue 3.

## ISSUE 4a:

Simi Valley did not deny Student a FAPE in the September 11, 2025 IEP by improperly adding an IEP team meeting participant without adequate notice.

Simi Valley prevailed on Issue 4a.

## ISSUE 4b:

Simi Valley did not deny Student a FAPE in the September 11, 2025 IEP by improperly terminating the IEP team meeting early.

Simi Valley prevailed on Issue 4b.

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#### ISSUE 4c:

Simi Valley did not deny Student a FAPE in the September 11, 2025 IEP by predetermining its decision to not implement the January 23, 2025 IEP.

Simi Valley prevailed on Issue 4c.

#### ISSUE 4d:

Simi Valley did not deny Student a FAPE in the September 11, 2025 IEP by improperly seeking Parents' consent to the September 11, 2025 IEP.

Simi Valley prevailed on Issue 4d.

#### ISSUE 5a:

Simi Valley did not deny Student a FAPE in the October and November 2025 annual IEP by including participants from Simi Valley who had a disqualifying conflict of interest.

Simi Valley prevailed on Issue 5a.

#### ISSUE 5b:

Simi Valley did not deny Student a FAPE in the October and November 2025 annual IEP by predetermining its decision to not implement the January 23, 2025 IEP.

Simi Valley prevailed on Issue 5b.

ISSUE 5c:

Simi Valley did not deny Student a FAPE in the October and November 2025 annual IEP by failing to offer appropriate goals.

Simi Valley prevailed on Issue 5c.

ISSUE 5d:

Simi Valley did not deny Student a FAPE in the October and November 2025 annual IEP by failing to offer appropriate specialized academic instruction services.

Simi Valley prevailed on Issue 5d.

ISSUE 5e:

Simi Valley did not deny Student a FAPE in the October and November 2025 annual IEP by failing to offer appropriate accommodations.

Simi Valley prevailed on Issue 5e.

ISSUE 5f:

Simi Valley did not deny Student a FAPE in the October and November 2025 annual IEP by refusing to address Parents' concerns.

Simi Valley prevailed on Issue 5f.

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**ISSUE 6a:**

Simi Valley did not deny Student a FAPE by materially failing to implement a portion of Student's operative IEP for specialized academic instruction services from August 15, 2025, through December 11, 2025.

Simi Valley prevailed on Issue 6a.

**ISSUE 6b:**

Simi Valley did not deny Student a FAPE by materially failing to implement a portion of Student's operative IEP for text-to-speech accommodation from August 15, 2025, through December 11, 2025.

Simi Valley prevailed on Issue 6b.

**ISSUE 6c:**

Simi Valley did not deny Student a FAPE by materially failing to implement a portion of Student's operative IEP to provide Student with two sets of textbooks and classroom materials from August 15, 2025, through December 11, 2025.

Simi Valley prevailed on Issue 6c.

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**ISSUE 6d:**

Simi Valley did not deny Student a FAPE by materially failing to implement a portion of Student's operative IEP to return Student's completed work to Parents from August 15, 2025, through December 11, 2025.

Simi Valley prevailed on Issue 6d.

**ISSUE 6e:**

Simi Valley did not deny Student a FAPE by materially failing to implement a portion of Student's operative IEP for testing accommodations from August 15, 2025, through December 11, 2025.

Simi Valley prevailed on Issue 6e.

**ISSUE 6f:**

Simi Valley did not deny Student a FAPE by materially failing to implement a portion of Student's operative IEP to provide Parents with notice of upcoming work and tests.

Simi Valley prevailed on Issue 6f.

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### ISSUE 7a:

Simi Valley did not deny Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent to remove specialized academic instruction services.

Simi Valley prevailed on Issue 7a.

### ISSUE 7b:

Simi Valley did not deny Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent to remove a text-to-speech accommodation.

Simi Valley prevailed on Issue 7b.

### ISSUE 7c:

Simi Valley did not deny Student a FAPE from August 15, 2025, through December 11, 2025, by amending Student's IEP without parental consent to remove an accommodation to provide Student with two sets of textbooks and classroom materials.

Simi Valley prevailed on Issue 7c.

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**ISSUE 7d:**

Simi Valley did not deny Student a FAPE from August 15, through December 11, 2025, by amending Student's IEP without parental consent to remove the accommodation to return Student's completed work to Parents.

Simi Valley prevailed on Issue 7d.

**ISSUE 7e:**

Simi Valley did not deny Student a FAPE from August 15, through December 11, 2025, by amending Student's IEP without parental consent to alter Student's one-to-one aide services.

Simi Valley prevailed on Issue 7e.

**ISSUE 7f:**

Simi Valley did not deny Student a FAPE from August 15, through December 11, 2025, by amending Student's IEP without parental consent to remove testing accommodations.

Simi Valley prevailed on Issue 7f.

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#### ISSUE 8a:

Simi Valley did not deny Student a FAPE by failing to provide prior written notice regarding the refusal to change Student's classroom pursuant to Parents' September 5, 2025 request.

Simi Valley prevailed on Issue 8a.

#### ISSUE 8b:

Simi Valley did not deny Student a FAPE by failing to provide prior written notice regarding specific requests Parents made during the September 11, 2025 IEP team meeting.

Simi Valley prevailed on Issue 8b.

#### ISSUE 8c:

Simi Valley did not deny Student a FAPE by failing to provide prior written notice regarding the refusal of the general education teacher to meet with Parents outside of IEP team meetings.

Simi Valley prevailed on Issue 8c.

#### ISSUE 9:

Simi Valley did not deny Student a FAPE by failing to conduct an adequate speech and language assessment, with a report dated December 8, 2025.

Simi Valley prevailed on Issue 9.

## ORDER

All relief requested 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.

ALEXA HOHENSEE

Administrative Law Judge

Office of Administrative Hearings