

**WASHINGTON STATE  
OFFICE OF ADMINISTRATIVE HEARINGS**

In the matter of:

Seattle School District

Docket No. 08-2025-OSPI-02663

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW,  
AND FINAL ORDER**

Agency: Office of Superintendent of  
Public Instruction

Program: Special Education

Cause No. 2025-SE-0124

A due process hearing was held before Administrative Law Judge (ALJ) Niles McDonald on December 8 and 9, 2025, via videoconference. The Parents<sup>1</sup> of the Adult Student (Student) whose education is at issue appeared and were represented by Alexander Hagel, attorney at law. The Seattle School District (District) was represented by Susan Winkelman, attorney at law. Also present were Todd Bittle and Mike Bylsma, representatives for the District.

**STATEMENT OF THE CASE**

**Procedural History**

The Parents filed a due process hearing request (Complaint) on August 13, 2025. The matter was assigned to ALJ Niles McDonald. A prehearing conference was scheduled for August 27, 2025. The prehearing conference was held as scheduled before ALJ McDonald on August 27, 2025, and a due process hearing was set for December 8 and 9, 2025.

On October 10, 2025, the Parents filed a Motion to Amend Complaint, requesting the issues for hearing be modified. The District did not object. An Order Amending Complaint and Modifying Issues for Hearing was issued on November 12, 2025.

The due process hearing was held as scheduled on December 8 and 9, 2025.

**Due Date for Written Decision**

The due date for a written decision in this case is thirty (30) calendar days after the close of the record. The record closed when the parties timely filed post-hearing

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<sup>1</sup> To ensure confidentiality, names of parents and students are not used.

briefs on January 23, 2026, and the due date for the written decision is February 22, 2026.

### **EVIDENCE RELIED UPON**

#### **Exhibits Admitted:**

District's Exhibits: D1-D12

Parents' Exhibits: P1-P2, P4-P15

#### **Witnesses Heard (in order of appearance):**

Todd Bittle, Central Region Supervisor for Student Services, for the District

The Student's Mother (Mother)

Tyrell Hardtke, Head of School at Yellow Wood Academy, for the District

Elizabeth Bockrath, General Education Teacher and Reading Interventionalist  
at Yellow Wood Academy, for the District

Tiffany Wong, Center Director for Lindamood Bell, for the Parents

Dr. Elizabeth Holland, Psychologist, for the Parents

### **ISSUES**

The issue for the due process hearing were:

- a. Whether the District violated the Individuals with Disabilities Education Act (IDEA) and denied the Student a free appropriate public education (FAPE) by:
  - i. Failing to provide the Student an intensive, systematic, multisensory, and code-focused approach to word decoding, which includes a consistent, evidence-based reading intervention program during summer 2025, despite recognizing the Student's need for the same;
  - ii. Failing to amend the Student's Individualized Education Program (IEP) following the May 2, 2025, IEP meeting to include reading instruction that utilizes an intensive, systematic, multisensory, and code-focused approach to word decoding, including a consistent evidence-based reading intervention program to be implemented in summer and in high school;
  - iii. Whether placement at Lindamood Bell during summer 2025 was an "appropriate placement" for reimbursement;

- b. And, whether the Parents are entitled to their requested remedies:
  - i. Declaratory relief finding that the District violated the IDEA;
  - ii. Declaratory relief finding that the Student was denied FAPE by the District's actions;
  - iii. Compensatory education for the Student to allow her to obtain the educational benefit that she would have received but for the District's violations of the IDEA;
  - iv. Reimbursement for the costs of Lindamood Bell incurred by the Parents, totaling \$26,180;
  - v. An IEP that is reasonably calculated to facilitate meaningful educational progress, which necessarily includes and English Language Arts (ELA) placement that offers an intensive, systematic, multisensory, and code-focused approach to word decoding, which includes a consistent, evidence-based reading intervention program.
  - vi. Or other equitable remedies, as appropriate.

#### **FINDINGS OF FACT**

In making these Findings of Fact, the logical consistency, persuasiveness and plausibility of the evidence has been considered and weighed. To the extent a Finding of Fact adopts one version of a matter on which the evidence is in conflict, the evidence adopted has been determined more credible than the conflicting evidence. A more detailed analysis of credibility and weight of the evidence may be discussed regarding specific facts at issue.

Some of the evidence presented was hearsay, which is a statement made outside of the hearing used to prove the truth of what is in the statement. In administrative hearings, hearsay evidence is admissible if, in the judgment of the presiding officer, "it is the kind of evidence on which reasonably prudent persons are accustomed to rely in the conduct of their affairs." Revised Code of Washington (RCW) 34.05.452(1). An ALJ may not base a finding of fact exclusively on hearsay evidence unless the ALJ determines that doing so "would not unduly abridge the parties' opportunities to confront witnesses and rebut evidence." RCW 34.05.461(4). To the extent any findings of fact are based on hearsay, it is determined that such findings did not unduly abridge the parties' opportunity to confront witnesses and rebut evidence.

## Background

1. The Student is currently 18 years old and is in the 11<sup>th</sup> grade. D4 p.3; Tr p.197 (Mother).<sup>2</sup> At all times relevant to the issues in this matter, the Student was 17 years old and resided within the Seattle School District. D1 p.1. The Student turned 18 prior to the hearing.
2. The Student was born at [REDACTED] Tr. p.97-98 (Mother). The Student also suffers from anxiety. Tr. p.98 (Mother).

## Special Education History

3. The Student was initially evaluated for special education eligibility in 2016, and was found to qualify for special education services under the visual impairment category. D1 p.11. The Student was reevaluated in 2020, and her qualification was changed from visual impairment to multiple disabilities. D1 p.7. The 2020 reevaluation found the Student had multiple disabilities that cause her to need specially designed instruction (SDI) in reading, writing, math, and communication. D1 p.8. The reevaluation also recommended related services in occupation therapy (OT) and vision. D1 p.8. The reevaluation found that the Student no longer required SDI in social/behavior or study/organization skills, which had been recommended by the 2016 evaluation. D1 p.8.
4. The Student began attending Yellow Wood Academy (Yellow Wood) in 2019 as part of her IEP. Tr. p.79-80 (Mother). Yellow Wood is approved by the Office of Superintendent of Public Instruction (OSPI) as a Non-Public Agency (NPA).<sup>3</sup> Tr. p.72 (Bittle).<sup>4</sup>

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<sup>2</sup> The hearing transcript is cited as “Tr.” with references to the page of the cited testimony. For example, a citation to “Tr. p.80” is to the testimony at page 80 of the transcript. Exhibits are cited by party (“P” for Parents, “D” for District), exhibit number, and page number. For example, a citation to “D1 p.5” is to the District’s Exhibit 1 at page 5.

<sup>3</sup> A Non-Public Agency is an entity authorized by OSPI under Chapter 28A.300 RCW to contract with a school district to provide placement for a student to receive special education services. An approved NPA provides the student's special education and related services that are determined necessary for FAPE through the IEP process.

<sup>4</sup> Todd Bittle is a central region supervisor for student services with Seattle Public Schools. Tr. p.43 (Bittle). He received two bachelor’s degrees from La Sierra University in Riverside, California in 1999, a master’s degree in educational counseling from La Sierra University in 2003, a master’s degree in Educational Leadership from the University of Washington in 2021 and is currently a doctoral candidate in Educational Leadership at the University of Washington. Tr. p.43, 70-71

5. On October 30, 2023, the Parents and the District agreed to waive the required three-year reevaluation of the Student. D2 p.5. The District had adequate data to determine that modification to services was not necessary and that the Student still possessed multiple disabilities. D2 p.5. The areas of concern for the Student remained written language, reading, math, and communication. D2 p.5.

## 2025 IEP

6. In January 2025, the District began planning meetings to draft a new IEP for the Student. D3 p.3. The District initially emailed the Parents on January 10, 2025, scheduling an IEP meeting for January 16, 2025. D3 p.3. The Parents asked to reschedule the meeting several times and requested modifications to the District's draft IEP. D3 p.3

7. On March 14, 2025, the IEP meeting was held via Google Meet. D4 p.1. In attendance were the Parents, the Student, Tyrell Hardtke,<sup>5</sup> of Yellow Wood; the Student's orientation/mobility instructor, Stephan Raparelli; the Student's special education teacher, Wendy Ries; and three general education teachers to the Student: Jasmine Kaur, John Chinworth, and Jason Lien. D4 p.3.

8. The March 2025 IEP explained the parameters of the Student's placement at Yellow Wood:

### RATIONAL STATEMENT OF NEED FOR NPA PLACEMENT AT YELLOWWOOD

██████ is placed at an NPA separate day school, Yellow Wood Academy, for all instruction. All classes for ██████ are delivered in a 1:1 instructional setting. She will not participate in the general education setting with non-disabled peers during any academic or nonacademic activities or while receiving specially designed instruction in Math, Reading, Written Language and related services in Vision, and O&M. She is able to participate in all nonacademic and extracurricular activities at Yellow Wood Academy. She will participate in a specifically modified 1:1 Physical Education at Yellow Wood Academy when it is appropriate to do so.

D4 p.7.

9. The March 2025 IEP noted that, during the 2024-2025 school year the District failed to comply with the Student's then-relevant IEP. D4 p.5. At this time, the Student was at Yellow Wood. Teachers were failing to provide accommodations and materials were not adapted to her needs. D4 p.5. As a result, teachers would assign work the Student could not physically accomplish due to her disability. D4 p.5.

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<sup>5</sup> Tyrell Hardtke currently works as Yellow Wood Academy's head of school. Tr. p.120 (Hardtke). She received a bachelor's degree in biology with a minor in education in 2002, a master's degree in teaching in science in 2006, and a master's degree in educational administration from Seattle Pacific University in 2017. Tr p.119-120, 152-153 (Hardtke).

10. The March 2025 IEP noted the Student's disabilities caused her to experience adverse impacts in communication, vision, math, writing, reading, occupational therapy, and orientation/mobility. D4 p.8.

11. The March 2025 IEP included sections regarding the Student's abilities, needs, and progress, as well as goals in communication, math, orientation/mobility, reading, vision, and written language. D4 p.8-18.

12. The March 2025 IEP section regarding reading included a narrative section, provided by the Student's ELA teacher. The reading narrative noted the Student relied on assistive technology in her work, and that measuring the Student's success on accurately spelling unfamiliar words was difficult. D4 p.11. This section included prior goals from the Student's previous IEP:

**Prior Goal 1: Reading Comprehension:** when given a variety of texts (fiction, non-fiction, public documents, etc.) [REDACTED] will identify common persuasive techniques (e.g., repetition, hyperbole, metaphor, evidence, jargon, etc.), improving reading comprehension from identifying persuasive techniques in 15% of opportunities to identifying persuasive techniques in 80% of opportunities

**Progress:** This skill is still emerging and has been met with accuracy in 66% of opportunities.

**Prior Goal #2: Decoding:** when given a combination of 5th-grade and 6th grade level text and an unfamiliar word, [REDACTED] will use decoding and word recognition strategies to accurately decode the unfamiliar word improving reading fluency and accuracy from 8 out of 10 unfamiliar words decoded on 4 out of 5 consecutive opportunities to 10 out of 10 unfamiliar words decoded on 4 out of 5 consecutive opportunities

**Progress:** This skill is still emerging as has been met with 7.3 out of 10 unfamiliar words in 4 out of 5 consecutive opportunities.

D4 p.12.

13. In regard to the Student's previous IEP goals in decoding, the Teacher noted:

We did a lot with decoding and word recognition while reading poetry and in drama applications. She appropriately decoded, but this goal 0/10 to 10/10 was awkward for me to apply. I'd say that [REDACTED] appropriately decoded over 75% of the time, but I did not give her 10 unknown words to read at a time, so x/10 is hard to measure.

D4 p.12.

14. The reading section of the March 2025 IEP notes a new goal for decoding, which states that the Student's new teacher would provide "a more structured literacy approach." D4 p.12. Though this was not included as a required methodology for the Student to receive FAPE at this time, Yellow Wood and the District begin mentioning structured literacy for the Student as early as March 2025.

15. The written language section of the March 2025 IEP included prior IEP goals in four areas: essay writing, editing, typing, and spelling. Each of these sections noted the metrics used to evaluate the Student, her progress on the goals, new goals to tackle, and plans for how to implement the IEP and support the student's post-secondary goals. D4 p.15-17. This section included a narrative, again provided by the Student's ELA teacher, which repeated word-for-word the note about difficulty measuring progress on decoding, though decoding was not a goal of writing in this section. D4 p.15. This appears to be a mistake in the IEP.

16. The March 2025 IEP offered SDI in the following weekly amounts: 400 minutes of math, 400 minutes of reading, and 400 minutes of written language. D4 p.26. It also provided 300 minutes of vision services per year and 300 minutes per year of orientation/mobility. D4 p.26.

17. The March 2025 IEP included extended school year (ESY) for the Student during the summer of 2025. D4 p.28.

### **Education Concerns**

18. The Student became frustrated with her education and began raising concerns with her parents and Yellow Wood staff in January 2025. Tr. p.97-98. The Student felt that she was not making progress in ELA courses and that there was not sufficient structure for her to learn. Tr. p.98-99 (Mother). The Student largely had A grades in ELA at this time. Tr. p.98 (Mother).

19. In February 2025, the Parents discussed the Student's concerns regarding ELA progress with Ms. Hardtke. Tr. p.98-99 (Mother). Ms. Hardtke reviewed the Student's file and suggested the Student's ELA teacher be changed, noting the instructor had no teaching plan in place for the Student. Tr. p.99-100 (Mother). Ms. Bockrath<sup>6</sup> was assigned as the Student's new ELA teacher immediately. Tr. p.101 (Mother).

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<sup>6</sup> Elizabeth Bockrath received a bachelor's degree in secondary education and creative writing from Knox College in Illinois in 2017. Tr. p.159 (Bockrath). Ms. Bockrath worked as a teacher at Lindamood Bell from 2018 to 2022, and as a general education teacher and reading interventionist at Yellow Wood Academy from 2022 to the present. Tr. p.159-160 (Bockrath).

20. Ms. Bockrath found the Student struggled to read single paragraphs from books appropriate for fifth and sixth grade reading levels, which should not have been challenging for a student of the Student's age. Tr. p.181 (Bockrath).

21. After meeting and discussing the Student's progress with Ms. Bockrath, the Parents sought an outside evaluation of the Student's reading and writing abilities at Ms. Bockrath's suggestion. Tr. p.101 (Mother). Ms. Bockrath suggested Lindamood Bell may be able to perform such an evaluation. Tr. p.101 (Mother). The Parents had never heard of Lindamood Bell before Ms. Bockrath suggested it. Tr. p.101 (Mother).

22. On April 17, 2025, the Parents had the Student evaluated at Lindamood Bell. P9. The Student consistently performed significantly below her grade level equivalent, scoring at or below the 1<sup>st</sup> percentile on the Peabody Picture Vocabulary Test, the Woodcock Reading Master Test, the Slosson Oral Reading Test, the Wide Range Achievement Test, the Gray Oral Reading Test (except in the Comprehension section), the Lindamood Auditory Conceptualization Test, and the Symbol Imagery Test. P9 p.6-8. All other ELA tests were well below the 5<sup>th</sup> percentile in performance, except tests of written language, where the student regularly performed at or above her grade level. P9 p.8.

23. In response to the Student's testing results, Lindamood Bell offered a tutoring program consisting of four sessions per day, five days per week, over 8-10 weeks, totaling up to 160 sessions. P9 p.9. These sessions appear to be about one hour each. P9 p.22. This tutoring program would focus on sensory-cognitive instruction. P9 p.17. The Parents shared the Lindamood Bell evaluation results with the District on April 23, 2025. P4 p.4.

24. In addition to testing the Student at Lindamood Bell, the Parents hired Dr. Elizabeth Holland to evaluate the Student's needs. Dr. Holland received a bachelor's degree in English literature from the University of Washington in 2000, a master's in teaching from the University of Puget Sound in 2003, and a doctorate of psychology from University of Washington in 2016. Tr p.293-294 (Dr. Holland). Dr. Holland is currently on the faculty of school psychology at the University of Washington and runs a private psychology practice. Tr p.294 (Dr. Holland).

25. Dr. Holland evaluated the Student on April 8, 16, 26, and 29, 2025. P1 p.1. The evaluation included multiple procedures and tests, examining the Student's abilities in reading, writing, and comprehension. P1 p.1. Dr. Holland diagnosed the Student with Specific Learning Disorder with the following:

## Diagnostic Impression

### DSM-5-TR Diagnoses

F81.0	Specific Learning Disorder, with impairment in reading (word reading accuracy, fluent reading, reading comprehension), Dyslexia
F82	Developmental Coordination History
F80.0	Speech Sound Disorder

P1 p.14.

26. Specific Learning Disorder with an Impairment in Reading is often also called “Dyslexia” and Dr. Holland uses the two terms interchangeably. Tr. p.311 (Holland).

27. In her report, Dr. Holland made a significant number of recommendations, including the following:

1. Based on [REDACTED] difficulties with decoding, she would benefit from an intensive, systematic, multisensory and code-focused approach to word decoding. It is recommended that a consistent, evidence-based reading intervention program be implemented in the summer and in high school. Notably, many students with speech articulation difficulties also experience reading decoding difficulties as they may have more difficulty mapping on sounds (phonemes) to the written word/word parts (graphemes). Further, research has shown that handwriting and reading are interconnected and help imprint common letter patterns (orthography) to their phonological structures. It will be important to employ instructional approaches that teach pre-specified sets of phonics elements in a systematic order to produce better reading gains than nonsystematic programs or programs that are not phonics-based. Further, [REDACTED] would benefit from multisensory methods that adjust to her needs (e.g., instead of handwriting, using the iPad or sand trays to lightly make the letter(s) sounds while making tracing letters). Programs that fit this requirement include, but are not limited to, those based on the Orton-Gillingham methodology (such as Slingerland or Barton) or speech-language principles (such as Lindamood-Bell or Wired for Reading). At this time, [REDACTED] would likely benefit most from individualized, daily instruction based on her current deficits and grade level.
  - An effective program will include direct teaching of letter-sound relationships in a clearly defined sequence, including the major sound and spelling relationships of consonants, vowels, vowel digraphs (teams), and common letter groupings (i.e. -tch, -tion, -eigh, etc.).
  - Program materials should be designed to give [REDACTED] substantial practice in applying knowledge of these relationships as she reads and writes.

- Intensive summer program
  - Repeated readings are recommended to improve reading fluency. ██████ should practice reading on passages where she can read with at least 90% accuracy (described more below).
  - Interventions should be consistent and implemented in the summer as well as during the school year.
2. In addition to reading interventions, continued accommodations are recommended. It will be imperative that reading interventions include large font size to ensure that ██████ has access to print. Also, when using audiobooks, it would be beneficial to develop her listening comprehension by asking questions about what she has learned to increase general fund of knowledge. It is also helpful if she could follow along with enlarged print on a screen when listening to audiobooks.
9. Continued accommodations and SDI are recommended, which have been detailed her in her IEP. As ██████ approaches later grades, focusing on transitional services and functional reading skills is recommended. An intensive evidence-based summer reading intervention program is recommended. It will be important that reading instruction is consistent and does not change approaches or methodologies to ensure fidelity.

D1 p.17-18

### **Enrollment in Lindamood Bell**

28. Based upon the evaluations by Lindamood Bell and Dr. Holland, the Parents requested a new discussion with the District. P5 p.1. The Parents sent the District an email on May 1, 2025, stating they wished to discuss enrolling the Student in any program which could provide “focused reading instruction via an evidence-based multisensory structured literacy program delivered by a teacher trained to implement the intervention with fidelity.” P5 p.1. The Parents wished for ELA intervention in the form of ESY for the 2025 summer break. P5 p.1.

29. The Parents stated that if Yellow Wood could not accommodate such a literacy program, they would accept “Lindamood Bell, WRS<sup>7</sup>, Lexia PowerUp, Literacy for Life, MaxScholar, Reading Success Plus, or a comparable program.” D5 p.1.

30. An IEP meeting was held on May 7, 2025, to discuss an emergency amendment to the Student’s IEP to address her summer education needs. Tr. p.57; D7 p.1. Per emails between the District and the Parent, part of the meeting would be used to discuss the Parents’ request for “focused reading instruction via an evidence-based multisensory structured literacy program delivered by a teacher trained to implement the intervention with fidelity.” D6 p.1.

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<sup>7</sup> No explanation of what WRS is, was included in this email exchange.

31. The Parents requested the Student receive tutoring before and after her school day at Yellow Wood, or that Yellow Wood subcontract the Student's ESY through Lindamood Bell. D7 p.3. This request was denied. D7 p.3. The stated reasons were that Yellow Wood does not provide tutoring, that Yellow Wood does not have a history of contracting with Lindamood Bell, and that the District only works with OSPI approved NPA's. D7 p.3. Lindamood Bell is not an approved NPA with OSPI. D7 p.3.

32. The IEP team agreed that the Student needed intensive dyslexia support over the summer to make progress. D7 p.4. The team agreed Lindamood Bell was capable of providing the intensive dyslexia support the Student needed. D7 p.4. The IEP team agreed, and the Prior Written Notice (PWN) stated that Yellow Wood could not guarantee the Student would receive intensive support for dyslexia. P3 p.3, Tr. p.144-145 (Hardtke), Tr. p.176-177 (Bockrath).

33. The May IEP meeting proposed the Student's IEP be amended to include:

1. An intensive, systematic, multisensory, and code-focused approach to word decoding. This includes a consistent, evidence-based reading intervention program to be implemented in summer and in high school
2. Reading instruction that incorporates phonemic awareness, graphemes or graphophonemic phonics, phonics, phonological decoding, orthographic processing, semantics/vocabulary, and rapid automatic naming
3. Proposed three 50 minute classes for ESY at YWA with a reading teacher trained in evidence based instruction.

D7 p.3.

34. During the May 2025 IEP team meeting, Yellow Wood was clear that it could not ensure a particular curriculum was used. D7 p.4. Yellow Wood could ensure a structured literacy program be created that "aligns with the highest leverage [sic] instructional practices." D7 p.4.

35. As part of the IEP meeting, Yellow Wood agreed that it would coordinate to ensure that whatever ESY program was used would be carried over into fall instruction:

YWA will reach out to the family in August to set up a meeting to ensure that the fall ELA course offered contains key features of the intensive reading program that [REDACTED] attends during ESY. A structured literacy approach will be used, with explicit instruction on reading instruction that incorporates phonemic awareness, graphemes or graphophonemic phonics, phonics, phonological decoding, orthographic processing, semantics/vocabulary, and rapid automatic naming.

While YWA cannot ensure a certain curriculum is used, we can create a program for [REDACTED] that aligns with the highest leverage instructional practices from structured literacy programs.

D7 p.4.

36. Yellow Wood did not have access to any curriculum containing a structured literacy approach for the Student. Tr. p.125 (Hardtke). Yellow Wood could not guarantee their teachers had training in any particular curriculum. Tr p.126 (Hardtke). Instead, teachers would employ whatever program and tools they had training and resources to access, blended with teacher-created materials. Tr. p.125-127 (Hardtke). The structured literacy program Ms. Bockrath had access to, and training for, could not be adapted to the Student's disabilities in the form made available to her by Yellow Wood. Tr. p.174 (Bockrath). The materials Ms. Bockrath had access to were incomplete. Tr. p.174 (Bockrath). If Ms. Bockrath were unavailable for any reason, another teacher was unlikely to be able to continue the Student's educational program. Tr. p.168 (Bockrath).

37. An earlier draft of the May 2025 PWN, contained a line removed from the final draft:

The IEP team agreed that the student is in need of intensive support for dyslexia, this summer in ESY. This is more than what YWA can guarantee.

P3 p.3.

38. Both the early draft and the final version of the May 2025 PWN were written by Yellow Wood. D14 p.12.

39. The District understood the terms "intensive dyslexia support," "targeted reading instruction," and "a structured literacy approach" as mutually inclusive concepts and treated the terms as synonymous for the type of educational program the Student would require from the ESY. P14 p.7-8.

Family asked about compensatory education, and asked if those hours could be used for [REDACTED] to attend Lindamood Bell for intensive summer reading support.

Todd will check in with special ed leadership and legal at SPS.

YWA asked if [REDACTED] can attend another NPA for just the summer to focus on reading.

Todd will check in with SPS leadership, but typically students do ESY with their public school district or assigned NPA.

Parent asked about Child Find laws- shouldn't [REDACTED] have been identified as having dyslexia earlier, and parents notified?

Todd replied he will bring that up with special ed leadership and legal at SPS.

40. The May 2025 IEP team meeting did not result in an IEP amendment, despite agreement by the team. P8, p.1. It appears the amendment was delayed to allow Todd Bittle time to investigate alternatives, as noted in the PWN. P2 p.4.

41. On May 6, 2025, Todd Bittle and the Parents discussed the Student attending Dartmoor Academy, as opposed to Lindamood Bell. P8 p.1. Mr. Bittle did not follow up with the Parents until they notified the District of their intention to unilaterally place the Student at Lindamood Bell on June 13<sup>th</sup>. P8 p.1. This delay appears to be why the District did not amend the March 2025 IEP.

42. On May 13, 2025, the Parents sent a letter to the District requesting compensatory education to cover an intensive ESY program to address the Student's reading deficits. P13. The letter notified the District of the Parents' intent to unilaterally place the Student at Lindamood Bell. P.13. p.1-2.

43. The Student began tutoring through Lindamood Bell the week of June 9, 2025. P12 p.1. The Student would receive four sessions per day, five days per week, of targeted tutoring in reading decoding per week, using a structured literacy program called Seeing Stars. D10, p.4. The cost of enrollment was \$26,355.00 for 140 education sessions over the summer, including the \$175 initial screening. P12 p.1. This amounted to a cost of approximately \$187 per session.

44. These costs were paid by the Parents, as reflected in the below invoice:

Date	Student	Record	Type	Description	Status	Amount
2025-04-17			Payment	Payment (Credit Card)		-175.00
2025-04-17			Invoice	Week of: 2025-04-17	Paid	175.00
2025-06-05			Payment	Payment (Credit Card)		-3,400.00
2025-06-09			Invoice	Week of: 2025-06-09	Paid	1,360.00
2025-06-16			Payment	Payment (Credit Card)		-1,020.00
2025-06-16			Invoice	Week of: 2025-06-16	Paid	1,020.00
2025-06-16			Invoice	Week of: 2025-06-16	Paid	2,040.00
2025-06-23			Invoice	Week of: 2025-06-23	Paid	2,720.00
2025-06-24			Payment	Payment (Credit Card)		-2,720.00

2025-06-27			Payment	Payment (Credit Card)		-3,400.00
2025-06-30			Invoice	Week of: 2025-06-30	Paid	3,400.00
2025-07-07			Invoice	Week of: 2025-07-07	Paid	3,400.00
2025-07-08			Payment	Payment (Credit Card)		-3,400.00
2025-07-14			Invoice	Week of: 2025-07-14	Paid	2,720.00
2025-07-15			Payment	Payment (Credit Card)		-2,720.00

Account Balance: \$0.00

Date	Student	Record	Type	Description	Status	Amount
2025-07-21			Invoice	Week of: 2025-07-21	Paid	3,400.00
2025-07-23			Payment	Payment (Credit Card)		-3,400.00
2025-07-28			Invoice	Week of: 2025-07-28	Paid	3,400.00
2025-07-31			Payment	Payment (Credit Card)		-3,400.00
2025-08-04			Payment	Payment (Credit Card)		-2,720.00
2025-08-04			Invoice	Week of: 2025-08-04	Paid	2,720.00

Account Balance: \$0.00

45. Dr. Holland included updated testing results, taken on August 8, 2025, showing the Student's updated results. D10 p.1-2. Dr. Holland noted:

- [REDACTED] has made significant and impressive progress in her reading decoding skills since last April. Continued reading remediation using a structured literacy approach to maintain her reading decoding progress is recommended. Instruction should begin to focus on increasing fluency and automaticity with repeated readings as well on the higher levels of language described below.

D10 p.1.

46. Dr. Holland also recommended a slew of vocabulary and comprehension interventions. D10 p.3-4. Dr. Holland also recommended:

- It is recommended that updated results be shared with [REDACTED] school to further inform her Individualized Education Program (IEP). Intervention that targets vocabulary knowledge and comprehension is recommended. Continued progress monitoring at least monthly is recommended to ensure adequate response to intervention.

D10 p.4.

## Post-Filing Events

47. On August 26, 2025, the IEP team reconvened to discuss the 2025-2026 school year. D9. The team reviewed Lindamood Bell's assessment data and a supplemental report from Dr. Holland. D9 p.3. The team agreed to continue to incorporate recommendations from Dr. Holland and Lindamood Bell in the Student's SDI. D9 p.3. The team agreed to have monthly, rather than quarterly meetings. D9 p.3. The team agreed to:

*Provide structured, systematic, explicit, multi-sensory and individualized teaching of reading decoding, morphology, syntax, and semantics*

D9 p.3.

48. The IEP team, including the Parents, agreed Yellow Wood was an appropriate placement and could provide the support the Student needed, based upon her summer progress. D9 p.3.

49. The IEP team did not issue an IEP amendment or write a new IEP, following the August 26, 2025, IEP meeting. The IEP team agreed to continue to gather data in preparation for a new IEP in October, 2025, and to adjust the Student's education based on her summer reading evaluations and Dr. Holland's recommendations. D9 p.4. The Parents did not object to this plan, and there was no disagreement that Yellow Wood could now provide the services the Student needed.

50. In October, 2025, the Student's IEP team reconvened to discuss the Parents' concerns regarding Yellow Wood's relocation to a new building, the lights of which created visual issues for the Student. D10 p.3. The team agreed placement at a new NPA was best for the Student's needs. D10 p.3. Following the October 2025 IEP meeting, the District issued an amended IEP reflecting placement at the new NPA, Brightmont Academy, but did not include any changes to the Student's SDI to reflect the need for a structured literacy approach. D10.

## CONCLUSIONS OF LAW

### Jurisdiction and Burden of Proof

1. The Office of Administrative Hearings (OAH) has jurisdiction over the parties and subject matter of this action for the Superintendent of Public Instruction as authorized by 20 United States Code (USC) §1400 *et seq.*, the Individuals with Disabilities Education Act, Chapter 28A.155 Revised Code of Washington (RCW), Chapter 34.05 RCW, Chapter 34.12 RCW, and the regulations promulgated under these provisions,

including 34 Code of Federal Regulations (CFR) Part 300, and Chapter 392-172A Washington Administrative Code (WAC).

2. The District bears the burden of proof as to most issues in this matter. RCW 28A.155.260(1). In a due process hearing, the burden of proof is a preponderance of the evidence. RCW 28A.155.260(3). Because the Parents seek reimbursement for a unilateral parental placement, the Parents bear the burden of proof as to the appropriateness of such placement. RCW 28A.155.260(2).

### The IDEA and FAPE

3. Under the IDEA, a school district must provide FAPE to all eligible children. In doing so, a school district is not required to provide a “potential-maximizing” education, but rather a “basic floor of opportunity.” *Bd. of Educ. of Hendrick Hudson Central Sch. Dist. v. Rowley*, 458 U.S. 176, 197 n.21, 200-201 (1982).

4. In *Rowley*, the U.S. Supreme Court established both a procedural and a substantive test to evaluate a state's compliance with the IDEA. The first question is whether the state has complied with the procedures set forth in the IDEA. The second question is whether the individualized education program developed under these procedures is reasonably calculated to enable the child to receive educational benefits. “If these requirements are met, the State has complied with the obligations imposed by Congress and the courts can require no more.” *Rowley*, 458 U.S. at 206-07.

5. Procedural safeguards are essential under the IDEA, particularly those that protect the parent’s right to be involved in the development of their child’s educational plan. *Amanda J. v. Clark County Sch. Dist.*, 267 F.3d 877, 882 (9th Cir. 2001). Procedural violations of the IDEA amount to a denial of FAPE and warrant a remedy only if they:

(I) impeded the child’s right to a free appropriate public education;

(II) significantly impeded the parents’ opportunity to participate in the decision-making process regarding the provision of a free appropriate public education to the parents’ child; or

(III) caused a deprivation of educational benefits.

20 USC §1415(f)(3)(E)(ii); WAC 392-172A-05105(2); 34 CFR §300.513(a)(2).

6. In reviewing an IEP, “the question is whether the IEP is *reasonable*, not whether the court regards it as ideal.” *Id.* at 999 (emphasis in original). The determination of

reasonableness is made as of the time the IEP was developed. *Adams v. Oregon*, 195 F.3d 1141, 1149 (9th Cir. 1999). An IEP is “a snapshot, not a retrospective.” *Id.*

7. The determination of reasonableness is made as of the time the IEP was developed. *Adams v. State of Oregon*, 195 F.3d 1141, 1149 (9th Cir. 1999). An IEP is “a snapshot, not a retrospective.” *Id.*

### **A Structured Literacy Approach Was Necessary For The Student To Receive FAPE**

8. The first substantive issue in this matter is if the Student required a structured literacy approach as a specific methodology in her IEP to receive FAPE;

9. The determination as to whether an IEP is reasonably calculated to offer a student FAPE is a fact-specific inquiry that must focus on the unique needs of the student at issue. As the U.S. Supreme Court has made clear, “A focus on the particular child is at the core of the IDEA,” and an IEP must meet a child’s “*unique* needs.” *Endrew F.*, 137 S.Ct. at 999 (emphasis in original). “An IEP is not a form document,” and the “essential function of an IEP is to set out a plan for pursuing academic and functional advancement.” *Id.* “Above all, an IEP team is charged with developing a ‘comprehensive plan’ that is ‘tailored to the unique needs of a particular child.’” *L.C. on behalf of A.S. v. Issaquah Sch. Dist.*, 2019 WL 2023567 at \*21, 119 LRP 18751 (W.D. Wash. 2019) (quoting *Endrew F.*, 137 S.Ct. at 994), *aff’d sub nom. Crofts v. Issaquah Sch. Dist. No. 411*, 2022 U.S. App. LEXIS 907 (9th Cir. 2022).

10. School districts are generally entitled to deference in deciding what programming is appropriate for a student. *J.L. v. Mercer Island School Dist.*, 575 F.3d 1025, 1031 n.5 (9th Cir. 2009). A Student’s IEP need not address the instructional method to be used unless the methodology is necessary to enable the student to receive an appropriate education. *R.E.B. v. Haw. Dep’t of Educ.*, 770 F. Appx 796, 800-801 (9th Cir. 2019); *J.L. v. Mercer Island School Dist.*, 592 F.3d 938, 952 (9th Cir. 2010); see also *Department of Education, Analysis of Comments and Changes to IDEA Regulations*, 71 Fed. Reg. 46665 (2006) (nothing in IDEA requires IEP to include specific methodology; methods may be addressed in IEP if necessary for child to receive FAPE).

11. Here, Dr. Holland’s uncontested evaluation found the Student required a structured literacy approach, due to her new diagnoses, to advance appropriately in her education. The District acknowledged a structured literacy program was required for the Student to advance appropriately in her education and included a structured literacy program in the PWN following the May 2025 IEP Meeting. The Student’s test results reflect that the Student failed to learn appropriately prior to the new diagnoses, but advanced rapidly when receiving instruction offering a structured literacy

approach. The May 2025 IEP Meeting was held to address the Student's new diagnoses, and a structured literacy program was agreed to be the appropriate method of instruction for the Student by all parties. There is no evidence suggesting anything other than a structured literacy approach would appropriately meet the needs of the Student. There is no evidence that a structured literacy approach was not sufficiently ambitious in light of the Student's circumstances. Thus, an IEP which did not include a methodological requirement of a structured literacy program could not have been reasonably calculated to allow the Student to appropriately advance toward her goals.

12. Based on the foregoing, it is concluded the Student required a structured literacy approach to advance in her education following Dr. Holland's evaluation. After the IEP team met in May 2, 2025, the Student's IEP should have been amended to require the specific methodology of a structured literacy approach. The District's failure to provide such instruction, as of May 2, 2025, is a violation of the IDEA and a denial of FAPE.

### **The March 2025 IEP Should Have Been Amended To Reflect May 2025 IEP Meeting And Agreement**

13. The second substantive issue in this matter is if the District denied the Student FAPE by not amending the Student's March 2025 IEP to reflect the decisions made during the May 2025 IEP team meeting.

14. WAC 392-172A-03110 governs when and how an IEP is developed, reviewed and revised. WAC 392-172A-03110 governs when amendment to an IEP should occur:

“(3) Each public agency must ensure that, subject to subsections (4) and (5) of this section the IEP team:

(a) Reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved; and

(b) Revises the IEP, as appropriate, to address:

(i) Any lack of expected progress toward the annual goals described in WAC 392-172A-03090 (1)(b) and in the general education curriculum, if appropriate;

(ii) The results of any reevaluations;

(iii) Information about the student provided to, or by, the parents, as described under WAC 392-172A-03025;

(iv) The student's anticipated needs; or

(v) Other matters.”

### **WAC 382-172A-03110**

15. The Ninth Circuit addressed the requirement that an IEP set forth with specificity the services to be provided to a student in *M.C. v. Antelope Valley Union High Sch. Dist.*, 858 F.3d 1189 (9<sup>th</sup> Cir. 2017). The *Antelope Valley* court observed that an IEP “provides notice to both parties as to what services will be provided to the student during the period covered.” *Id.* at 1197. The court observed, “Under the IDEA, parental participation doesn’t end when the parent signs the IEP. Parents must be able to use the IEP to monitor and enforce the services that their child is to receive.” *Id.* at 1198. Moreover, an IEP must contain enough specificity that the type of supports needed by school personnel can be determined. *Bend-Lupine Sch. Dist. v. K.H.*, 2005 U.S. Dist. LEXIS 48076 (D. OR. 2005).

16. Procedural safeguards are essential under the IDEA, particularly those that protect the parents’ right to be involved in the development of their child’s educational plan. *Amanda J. v. Clark County Sch. Dist.*, 267 F.3d 877, 882 (9<sup>th</sup> Cir. 2001). “Denying parental access to the IEP process is a serious procedural violation of the IDEA.” *Ms. S. v. Vashon Island Sch. Dist.*, 337 F.3d 1115, 1131 (9<sup>th</sup> Cir. 2003). “Parents not only represent the best interests of their child in the IEP development process, they also provide information about the child critical to developing a comprehensive IEP and which only they are in a position to know.” *Id.* (quoting *Amanda J.*, 267 F.3d at 882).

17. Failure by a district to provide an amended IEP as required is a procedural violation. As noted above, procedural violations of the IDEA amount to a denial of FAPE and warrant a remedy if they impeded a child’s right to FAPE, impeded a parent’s opportunity to participate in the decision-making process as to their child, or caused a deprivation of educational benefits.

18. Here, the District met in May to address the evolving needs of the Student, holding a meeting to determine if the Student’s March IEP was still appropriate. In the May 2025 IEP meeting and PWN, the District was clear that the Student required a structured literacy program and approved such a program for ESY, in response to new evaluation data and diagnoses from Dr. Holland. The IEP team agreed this was necessary and included the importance of this in the May 2025 PWN.

19. There is no evidence in the record that the May 2025 IEP team meeting resulted in an amendment to the Student’s IEP. However, given the Student’s lack of progress in reading, discovered in light of significant change to the diagnosis of the Student’s disabilities, as well as the team’s agreement to the necessity of a structured literacy program, it is clear the Student’s March 2025 IEP was no longer appropriate. The correct way to remedy this would be to amend the IEP to reflect the Student’s changed needs.

20. In this case, it is unclear how the Parents could rely on the Student's IEP to accurately reflect the IEP team's recommendations or make certain the Student was receiving proper services. It does not appear any institution providing services to the Student could know to provide proper services to the Student. Thus, the District's failure to amend the March 2025 IEP to reflect the May 2025 IEP meeting amounts to more than a procedural violation, it is a violation of FAPE.

### **Inclusion of a Structured Literacy Program Was Appropriate For The Summer Of 2025 ESY**

21. The District argues that ESY services that included a structured literacy program were inappropriate, under WAC 392-172A-02020(5).

22. WAC 392-172A-02020 states:

(1) Extended school year services means services meeting state standards contained in this chapter that are provided to a student eligible for special education services:

- (a) Beyond the normal school year;
- (b) In accordance with the student's IEP; and
- (c) Are provided at no cost to the parents of the student.

(2) School districts must ensure that extended school year services are available when necessary to provide a FAPE to a student eligible for special education services.

(3) Extended school year services must be provided only if the student's IEP team determines on an individual basis that the services are necessary for the provision of FAPE to the student.

(4) A school district may not limit extended school year services to particular categories of disability or unilaterally limit the type, amount or duration of those services.

(5) The purpose of extended school year services is the maintenance of the student's learning skills or behavior, not the teaching of new skills or behaviors.

(6) School districts must develop criteria for determining the need for extended school year services that include regression and recoupment time based on documented evidence, or on the determinations of the IEP team, based upon the professional judgment of the team and consideration of factors including the nature and severity of the

student's disability, rate of progress, and emerging skills, with evidence to support the need.

WAC 392-172A-02020

23. The purpose of ESY services is the “maintenance of the student’s learning skills or behavior, not the teaching of new skills or behaviors.” WAC 392-172A-02020(5). ESY services are only required if the regression would “substantially thwart the goal of ‘meaningful progress.’” *L.C. v. Issaquah Sch. Dist.*, 2019 U.S. Dist. LEXIS 77834, 2019 WL 2023567 (W.D. Wash 2019), *aff’d sub nom. Crofts v. Issaquah Sch. Dist. No. 411*, 2022 U.S. App. LEXIS 907 (9th Cir. 2022) Further, the IDEA does not require a school district to provide ESY services merely due to a student’s “slow progress or low achievement levels.” *Coleman v. Pottstown Sch. Dist.*, 983 F. Supp. 2d 543, 566 (E.D. Pa. 2013). Rather, ESY services are only required if, without a lengthier school year, the student risks serious regression that would cancel out the progress they made during the regular school year. *Id.* at 574. In *Coleman*, the court explained that although the student may have benefited from more intensive year-round instruction due to his slow progress and special needs, that is “not a proper consideration for whether ESY services [are] required under the IDEA.” *Id.* at 575.

24. Here, the IEP team determined that ESY was appropriate for the Student for the summer of 2025. The IEP team concluded the Student would need ESY as early as the March 2025 IEP meeting. The IEP team set out the appropriate services for the Student during the March 2025 IEP team meeting, and revised these services during the May 2025 IEP meeting, though the District ultimately failed to amend the IEP to show this revision. During the May 2025 IEP team meeting, the IEP team determined that a structured literacy approach was a necessary aspect of ESY services for the Student to receive FAPE.

25. Yellow Wood was expected to ensure a smooth transition from the summer 2025 ESY into the fall of the next school year. Although neither the Student’s March 2025 IEP, nor the May 2025 PWN, explicitly state the purpose of ESY was to prevent regression, the inclusion of ESY in both IEPs and the structure of Yellow Wood continuing whatever summer education was in place imply the purpose of ESY was for the Student to maintain her skills to avoid regression.

26. The District argues that ESY placement at Lindamood Bell, or instruction via a structured literacy approach, would constitute a new skill and thus were not designed to stop the Student’s regression over the summer, in violation of WAC 392-172A-02020(5). This argument does not hold. From as early as March 2025, the IEP team was planning for the Student’s ESY. The IEP team recognized that the Student required summer services prior to the May 2025 IEP team meeting and intended summer ESY

to be followed up in the fall with Yellow Wood. The IEP team has deference in determining what methodologies of education are appropriate as part of a Student's IEP, under *J.L. v. Mercer Island School Dist.*, 575 F.3d 1025, 1031 n.5 (9th Cir. 2009). The methodology should have been changed and the March 2025 IEP amended to include a structured literacy approach, but regardless of the inclusion of this methodology, the Student would have received ESY to avoid regression in reading. Had the IEP team included a new area of services, the District's argument would be appropriate. However, the Student wasn't to receive instruction in a new area to catch her up with a previously unaddressed area of study; she was to continue to receive instruction in reading, only under the new methodology of a structured literacy approach.

27. Based on the foregoing, it is concluded that placing the Student at Lindamood Bell for ESY, and/or including a structured literacy approach, were not done to teach the Student a new skill and thus were not violations of WAC 392-172A-02020(5).

#### **Placement At Yellow Wood Was Not Appropriate To Meet The Student's Needs During ESY 2025**

28. The District argues that placement at Yellow Wood for ESY was appropriate for the Student to receive FAPE.

29. However, Yellow Wood could not provide the Student with a structured literacy program during ESY, despite such a program being agreed upon by the IEP team. This inability was apparent to the IEP team, as shown in the original PWN that Yellow Wood itself drafted. The materials Ms. Bockrath could provide to the Student were incomplete and could not be adapted to her disabilities, as required by the Student's IEP.

30. Despite knowing Yellow Wood was not up to the task of providing the Student with a structured literacy program during the ESY, the District failed to place the Student in a setting that could offer such a program. Further, Yellow Wood had a history of assigning teachers to the Student who did not read the Student's IEP or properly accommodate her needs, which raises further concerns about Yellow Wood's ability to offer an appropriate curriculum. By placing the Student in an NPA during ESY, which the District knew was incapable of providing the specific methodology necessary for the Student to receive an appropriate education, the District violated the IDEA and denied the Student FAPE.

## **Lindamood Bell Was An Appropriate Placement For The Student's ESY**

31. The third substantive issue for this case is whether Lindamood Bell was an appropriate placement for the Student, and if so, if the Parents are entitled to reimbursement for their unilateral placement.

32. The District argues that Lindamood Bell was an inappropriate placement because it was not an approved NPA.

33. WAC 392-172A-04080 through WAC 392-172A-04110 allow a school district to contract with an approved NPA if the district cannot provide FAPE to a student eligible for special education services.

34. WAC 392-172A-04080(2) authorizes school districts to contract with "other public and private agencies under WAC 392-121-188 to provide special education... when the private or public agency does not meet the criteria for nonpublic agencies under WAC 392-172A-04090 and 392-172A-04905, but the school district determines that the private or public agency can provide the student with FAPE."

35. Here, District staff stated they believed Lindamood Bell could provide the Student with a structured literacy program for the ESY. Though Lindamood Bell was not an NPA, the District could have contracted with them pursuant to WAC 04080.

## **The Parents Are Entitled To Reimbursement**

36. Parents who unilaterally enroll a student in a private school are entitled to reimbursement only if 1) the district placement violated the IDEA, and 2) the parents' private school placement is proper under the IDEA. *Florence County School Dist. Four v. Carter*, 510 U.S. 7 (1993). Thus, parents who unilaterally change their child's placement do so at their own financial risk. *Burlington Sch. Comm. v. Massachusetts Dep't of Educ.*, 556 IDELR 389 (1985).

37. Once a district fails to develop an IEP that makes FAPE available, the proper private placement need only confer some educational benefit to the student. *C.B. v. Special Sch. Dist. No. 1* 56 IDELR 187 (8th Cir. 2011); and *Warren G. v. Cumberland County Sch. Dist.* 31 IDELR 27 (3d Cir. 1999). A private school placement does not need to maximize the student's potential or provide every special education service and support she needs to be deemed proper or "appropriate" for reimbursement purposes. See, e.g., *C.B. v. Garden Grove Unified Sch. Dist.*, 56 IDELR 21 (9th Cir. 2011). A unilateral private placement is "appropriate" for reimbursement purposes if it offers instruction that is specially designed to meet the student's unique needs as well as the support services the student requires to benefit from that instruction. *M.N.*

*v. State of Hawaii, Dep't of Educ.*, 60 IDELR 181 (9th Cir. 2013, unpublished). A private placement does not need to satisfy the IDEA's least-restrictive environment requirement to be proper under the Act. *C.B. v. Special Sch. Dist. No. 1*, 636 F.3d 981, 991 (8<sup>th</sup> Cir. 2011).

38. Here, the May 2025 IEP team clearly intended to require a structured literacy program for the Student, but an amendment to the IEP was never issued. As concluded above, failing to amend the IEP was a denial of FAPE. The District's decision to place the Student at Yellow Wood made it impossible for the Student to receive a structured literacy program, thus further denying FAPE. This created the necessity for the Parents to place the Student in another setting. Lindamood Bell could offer the Student instruction specifically designed to meet her unique needs as well as the support services she required to benefit from instruction and could confer at least some educational benefit to the Student. Thus, it is concluded the Student's placement at Lindamood Bell was appropriate.

39. The Ninth Circuit addressed what to consider in *Forest Grove Sch. Dist. v. T.A.*, 638 F.3d 1234 (9th Cir. 2011).<sup>8</sup> In that case, the Ninth Circuit stated that reimbursement is to be considered by the court under "general principles of equity," and "the 'preponderance of the evidence' standard necessarily requires the court to weigh the equitable factors." 638 F.3d at 1239 (emphasis in original). In weighing the equities, the ALJ must consider "all relevant factors." *Forest Grove School Dist. v. T. A.*, 557 U.S. 230 (2009).

The Ninth Circuit has recognized that the following are among "all relevant factors in determining whether to grant reimbursement and the amount of the reimbursement": notice provided to the school district prior to unilateral private placement; "the existence of other, more suitable placements[;] the effort expended by the parent[s] in securing alternative placements"; "the general cooperative or uncooperative position of the school district"; and whether the student's parents chose the private placement for reasons unrelated to the student's disabilities.

*J.T. v. Dep't of Educ.*, CIVIL 11-00612 LEK-RLP (D. Haw. May 31, 2018), \*10, citing *Forest Grove v. T.A.*, 523 F.3d 1078, 1088-89 2008 U.S. App. LEXIS 9175. Academic progress or lack thereof at the private placement is also a relevant factor. *Id.*

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<sup>8</sup> This case was an appeal from the district court's decision issued after remand to the lower courts by the U.S. Supreme Court in *Forest Grove School Dist. v. T. A.*, 557 U.S. 230 (2009).

40. In this case, the Parents have paid a total of \$26,355.00 for the Student's tuition at Lindamood Bell during the 2025 ESY. This took place over 140 1-hour sessions, costing approximately \$187 per session. There is no evidence that the cost of Lindamood Bell was unreasonable. This cost would not have been incurred by the Parents had the District followed the IEP team's recommendations. The Parents cooperated with the District every step of the IEP process, while the District failed to make promised changes. Although there is evidence that other placements existed which could offer the Student FAPE, there is no evidence that such similar programs would have cost any more or less than the current placement. All parties agreed during the May 2025 IEP meeting that Lindamood Bell could offer appropriate services to the Student. Thus, it is appropriate for the Parents to be reimbursed for the total cost of Lindamood Bell.

### **The Student Is Not Entitled To Compensatory Education**

41. The Parents also seek compensatory education, in the form of additional hours of structured reading intervention, totaling 290 hours. This number was reached by calculating 600 minutes of education per week, for May and June 2025, as well as the time between the start of the fall school year and the entry of this order.

42. Compensatory education is a remedy designed "to provide the educational benefits that likely would have accrued from special education services the school district should have supplied in the first place." *Reid v. District of Columbia*, 401 F.3d 516, 524 (D.C. Cir. 2005), *cited with approval in R.P. v. Prescott Unif'd Sch. Dist.*, 631 F.3d 1117, 1125 (9<sup>th</sup> Cir. 2011). Compensatory education is not a contractual remedy, but an equitable one. "There is no obligation to provide a day-for-day compensation for time missed. Appropriate relief is relief designed to ensure that the student is appropriately educated within the meaning of the IDEA." *Parents of Student W. v. Puyallup Sch. Dist.*, 31 F.3d 1489, 1497 (9<sup>th</sup> Cir. 1994). Flexibility rather than rigidity is called for. *Reid v. District of Columbia*, 401 F.3d at 523-524. Compensatory education is an equitable remedy, meaning the tribunal must consider the equities existing on both sides of the case. *Id.* at 524.

43. A hearing officer may fashion individualized relief for students seeking compensatory education. As noted in *R.P. v. Prescott Unif'd Sch. Dist.*, 631 F.3d 1117, 1125 (9<sup>th</sup> Cir. 2011):

Courts have been creative in fashioning the amount and type of compensatory education services to award. *See, e.g., Ferren C. v. Sch. Dist. of Phila.*, 612 F.3d 712, 718-19 (3d Cir. 2010) (court can order school to provide annual IEPs to student who had aged out of a statutory right to a FAPE); *M.S. ex rel. Simchick v. Fairfax Cnty. Sch. Bd.*, 553 F.3d

315, 324-26 (4th Cir. 2009) (court can order that private school tuition be reimbursed); *Park, ex rel. Park v. Anaheim Union High Sch. Dist.*, 464 F.3d 1025, 1034 (9th Cir. 2006) (court can order additional training for a child's teachers).

631 F.3d at 1126.

44. Here, the District failed to implement an IEP that reflected the Student's need for a structured literacy program as of May 2, 2025. Parents argue that this invalidated the education and the Student's learning, beginning in May, and that the Student's services should be seen as insufficient following the ESY at Lindamood Bell, stretching until entry of this order and revision of the Student's upcoming IEP.

45. Though the District did indeed violate FAPE beginning in May 2025, the effective remedy was already provided to the Student, that is, the Parents were able to enroll the Student at Lindamood Bell.

46. There is no evidence in the record that the Student stopped receiving educational services consistent with a structured literacy approach in the fall of 2025. The evidence shows the IEP team ensured the Student received services consistent with a structured literacy approach and worked closely with the Student's NPA to make certain this takes place. Although Yellow Wood had stated in the May 2025 IEP meeting that they could not offer intensive dyslexia support for ESY, it appears the massive improvement the Student experienced during ESY 2025 was sufficient to alleviate this concern. The IEP team agreed that Yellow Wood could provide a structured literacy approach in fall of 2025 and worked to implement Dr. Holland's update recommendations and Lindamood Bell's evaluations. Thus, although the March 2025 IEP was outdated by this point, and denied the Student FAPE, the instruction received by the Student post-ESY is appropriate and does not warrant compensatory education.

47. Because the Student has received the educational benefits through ESY placement at Lindamood Bell that she would have received if not for the District's violation of FAPE, it is inappropriate to offer additional compensatory education for the May and June period of this matter.

48. Further, the District provided the placement the Student required, in fall, 2025. Though the District denied the Student FAPE as to an appropriate IEP, the services the Student required were still rendered. Thus, compensatory education would not be appropriate during the fall of 2025.

49. On October 27, 2025, the Student was placed at Brightmont Academy. There is no evidence the new school could not offer the Student a structured literacy program or that her placement there denied her FAPE. Ordering compensatory education after October 27, 2025, would not be appropriate.

### **Conclusion**

50. The Student required a structured literacy program as of May 2025. The District violated the IDEA and denied the Student FAPE when it did not amend the Student's IEP to require a structured literacy program following the May 2025 IEP meeting. The District further violated the IDEA and denied the Student FAPE when it placed the Student in a setting incapable of offering the Student an accessible, complete, structured literacy program. Because the District denied the Student FAPE by placing her at Yellow Wood, it was appropriate for the Parents to unilaterally place the Student at Lindamood Bell, which cost them \$26,355.00. The Parents are entitled to reimbursement for classes at Lindamood Bell, totaling \$26,355.00. The Student is not entitled to further compensatory education.

### **ORDER**

The District is ORDERED to develop an IEP for the Student that is reasonably calculated to enable the Student to make progress in light of her circumstances, to include an ELA placement that provides a structured literacy approach. The District is ORDERED to convene an IEP team meeting within ten days of the date of this order for the purpose of developing a new IEP.

It is also ORDERED the Parents be reimbursed for their unilateral placement of the Student at Lindamood Bell during the summer of 2025, for a total of \$26,355.00. It is ORDERED the District reimburse the Parents within 45 days of receipt of this order.

SERVED on the date of mailing.



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Niles McDonald  
Administrative Law Judge  
Office of Administrative Hearings

### Right To Bring A Civil Action Under The IDEA

Pursuant to 20 U.S.C. 1415(i)(2), any party aggrieved by this final decision may appeal by filing a civil action in a state superior court or federal district court of the United States. The civil action must be brought within ninety days after the ALJ has mailed the final decision to the parties. The civil action must be filed and served upon all parties of record in the manner prescribed by the applicable local state or federal rules of civil procedure. A copy of the civil action must be provided to OSPI, Legal Services, PO Box 47200, Olympia, WA 98504-7200. To request the administrative record, contact OSPI at [appeals@k12.wa.us](mailto:appeals@k12.wa.us).

DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the State of Washington that true copies of this document were served upon the following as indicated:

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Dated February 19, 2026, at Spokane Valley, Washington.

*Jazmyn Johnson*

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cc: Administrative Resource Services, OSPI