BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT

v.

CUPERTINO UNION SCHOOL DISTRICT.

OAH CASE NUMBER 2026010399

# ORDER DENYING MOTION FOR STAY PUT AND REQUEST FOR RULING TO ENFORCE STAY PUT

JANUARY 29, 2026

On January 13, 2026, Parent on behalf of Student, filed a due process hearing request with the Office of Administrative Hearings, called OAH, naming Cupertino Unified School District as respondent.

On January 21, 2026, Parent filed Student's Motion for Stay Put. On January 22, 2026, Parent filed Emergency Request for Ruling to Enforce Stay Put and Maintain Settlement-Based Status Quo. Cupertino did not respond to Student's motions.

## APPLICABLE LAW

Until due process hearing procedures are complete, a special education student is entitled to remain in his or her current educational placement, unless the parties agree otherwise. (20 U.S.C. § 1415(j); 34 C.F.R. § 300.518(a) (2006); Ed.Code, § 56505 subd. (d).) This is referred to as "stay put." For purposes of stay put, the current educational placement is typically the last agreed upon and implemented individualized educational program, called IEP, placement prior to the dispute arising. (*Thomas v. Cincinnati Bd. of Educ.* (6th Cir. 1990) 918 F.2d 618, 625.)

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

## DISCUSSION

Parent readily acknowledges in both of Student's motions that there is no agreed upon and implemented IEP. Instead, Parent asserts that the stay put laws and regulations are for the purpose of preserving the "status quo." Parent then argues that the "status quo" for Student's placement and services was a settlement agreement.

Both California and federal law clearly state that stay put is a student's current educational placement; that is the placement and services provided a disabled student in his IEP.

Parent argues that Student's status quo placement and services were provided by an April 4, 2025 settlement agreement, wherein Parent and Cupertino resolved three due process requests, two filed by Parent and one by Cupertino. However, the

agreement did not provide placement and services for purposes of fulfilling Cupertino's FAPE duty to Student. In fact, the settlement agreement specifically stated the opposite:

> The purpose of this Agreement is to fully and finally resolve any and all claims with Parents on behalf of Student through the Effective Date of this Agreement. It does not, nor should it be construed as, an admission of liability for any purpose. The services and/or reimbursements that the District agrees to provide through this Agreement do not constitute, and shall not be construed as, an admission of what is FAPE for Student.

(Settlement Agreement, April 4, 2025, paragraph I(F), page 1 of 6.)

> This Agreement is entered into by the Parties for the purpose of compromising and settling issues related to Student's education. The placement and services that the District agrees to provide through this Agreement do not constitute, and shall not be construed as, an admission of liability for any purpose, an admission of what is FAPE for Student, or "stay put" should any future dispute arise.

(Settlement Agreement, April 4, 2025, paragraph II(A), page 2 of 6.)

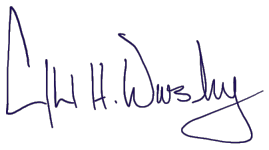
The April 4, 2025 settlement agreement was not intended to provide a FAPE. The agreement also specifically forbids any attempt to use the agreement's placement and related services provisions for "stay put." Any assertion that Cupertino failed to provide the agreement's specified placement and services is a claim that Cupertino breached the settlement agreement. But OAH does not have jurisdiction.

OAH has limited jurisdiction which does not include claims alleging a school district's failure to comply with a settlement agreement. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1030.) In the *Wyner* case, the parties reached a settlement agreement in which the district agreed to provide certain services during the course of a due process hearing. Two years later, the student filed another due process hearing alleging the district did not comply with the settlement agreement. *Wyner* held that OAH does not have jurisdiction to enforce a settlement agreement of a prior due process (*Wyner, supra*, 223 F.3d at p. 1030.) A breach of a settlement agreement should be addressed by the California Department of Education's compliance complaint procedure (*Pedraza v. Alameda Unified School Dist.* (N.D. Cal. 2007, No. C 05-04977 VRW) 2007 WL 949603).

Since the settlement agreement did not provide a FAPE, Student's FAPE placement and services are those provided in an IEP. However, Student does not have an agreed upon and implemented IEP. Student is not entitled to stay put.

Student's Motion for Stay Put and Emergency Request for Ruling to Enforce Stay Put and Maintain Settlement-Based Status Quo are denied.

IT IS SO ORDERED.



Clifford H. Woosley
Administrative Law Judge
Office of Administrative Hearings