

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:
PARENTS ON BEHALF OF STUDENT,

v.

LOS ANGELES UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2026080338

ORDER DENYING MOTION FOR STAY PUT

AUGUST 26, 2026

On August 5, 2026, Student filed a motion for stay put. Los Angeles Unified School District, called Los Angeles, did not file a response.

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 education program, called an IEP, placement prior to the dispute arising. (*Thomas v. Cincinnati Bd. of Educ.* (6th Cir. 1990) 918 F.2d 618, 625.)

Courts have recognized, however, that the status quo cannot always be replicated exactly for purposes of stay put. (*Ms. S. ex rel. G. v. Vashon Island School Dist.* (9th Cir. 2003) 337 F.3d 1115, 1133-35, superseded by statute on other grounds, 20 U.S.C. § 1414(d)(1)(B).)

When a student advances from grade to grade, the stay-put provision entitles the student to receive a placement that, as closely as possible, replicates the placement that existed at the time the dispute arose, taking into account the changed circumstances. (*R.F. Frankel v. Delano Union School District* (E.D.Cal 2016) 224 F. Supp. 3d, 979, *citing*, *Van Scoy ex rel. Van Scoy v. San Luis Coastal Unified School Dist.* (C.D.Cal. 2005) 353 F.Supp.2d 1083, 1086.)

The motion was not supported by a sworn declaration, and Exhibit A was not identified or authenticated. The attached document, purporting to be a September 5, 2025 settlement agreement between Parent and Los Angeles, included a provision that “stay put” placement was the general education program at Los Angeles’s Burbank Boulevard Elementary School, as documented by the January 16, 2025 IEP, including services as described in a to-be-developed implementation IEP.

Neither the January 16, 2025 IEP, nor the implementation IEP, were attached. No sworn declaration was submitted stating whether other IEPs had been consented to and implemented subsequent to the IEPs referenced in the settlement agreement.

Accordingly, there is insufficient information on which to decide Student’s motion for stay put.

Student may file a request for stay put with more specificity as to the nature of the dispute and the terms of stay put. The motion for stay put is denied.

IT IS SO ORDERED.

Alexa Hohensee

Alexa Hohensee

Administrative Law Judge

Office of Administrative Hearings