

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:
PARENT ON BEHALF OF STUDENT,

V.

LOS ANGELES UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2026080165

ORDER DENYING MOTION FOR STAY PUT WITHOUT
PREJUDICE

AUGUST 27, 2026

On August 5, 2026, Student filed a due process hearing request naming Los Angeles Unified School District, called Los Angeles. On the same day, Student also filed a motion for stay put. Student requested stay put for Kentwood Elementary School's general education program with services for resource specialist program, behavior intervention implementation, behavior intervention development, counseling and guidance, and recreational therapy as set forth in the April 22, 2026 individualized education program, called IEP. Kentwood Elementary School is called Kentwood. Student argued that Los Angeles' proposed change at the May 27, 2026 IEP from Kentwood to Loyola Village Elementary School, called Loyola, was inappropriate and violated Student's right to stay put.

On August 10, 2026, Los Angeles filed an opposition to the stay put motion. Los Angeles argued Loyola was Student's school of residence and changing Student from Kentwood to Loyola did not change Student's placement because it did not alter a fundamental change in, or elimination of, a basic element of Student's IEP in the general education setting. Los Angeles represented that Kentwood required an application and permit for those who live outside of its geographic zone. Los Angeles argued that because Parent did not apply for Student to attend Kentwood in the 2025-2026 school year, Kentwood did not have a room for Student and could not fully implement Student's IEP.

On August 11, 2026, Student filed a reply to Los Angeles' opposition. Student included a February 18, 2026, settlement agreement wherein Los Angeles agreed to implement Student's general education placement in Student's September 4, 2025 IEP. Student included a copy of the September 4, 2025 IEP, which identified Kentwood as the school of attendance. Student argued Kentwood should be stay put because Los Angeles agreed to implement the September 4, 2025 IEP in the settlement agreement.

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 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).)

It is unclear which IEP is Student's last agreed upon and implemented IEP. In the motion, Student's attorney represented that the "April 22, 2026 IEP is, on information and belief, the last IEP implemented with parents' agreement and consent [PLEASE CONFIRM: date/scope of parents' last consent, if different]." Student's motion argued that the April 22, 2026 IEP was the last agreed upon and implemented IEP upon Student attorney's information and belief. However, as the quoted language indicated, Student's attorney was uncertain as to the date of the IEP or scope of Parent's consent.

However, in Student's reply, Student argued that the September 4, 2025, IEP was the operative IEP based on a February 2026 settlement agreement. Student also included a May 27, 2026 IEP document which indicated that an amendment IEP occurred on April 22, 2026. However, Student represented Parent did not consent to the May 26, 2026 amendment IEP. Student did not include a copy of the April 22, 2026 IEP. Student's arguments as to the applicability of the September 4, 2025 IEP and settlement agreement further obfuscate which IEP controlled for stay put purposes. Student's arguments that various documents showed what he believed to be pieces of the operative IEP were insufficient evidence to support the stay put request. Therefore, the motion is denied without prejudice.

If Student refiles the stay motion put motion, Student shall clearly articulate and include relevant sworn declarations and authenticated exhibits of Student's last agreed upon and implemented IEP. If Los Angeles opposes a refiled stay put motion, it shall also address which IEP it contends is the last agreed upon and implemented IEP. Both parties shall address the applicability of the unique combination of facilities, personnel, location or equipment necessary to provide instructional services to an individual with exceptional needs when changing Student's school location from Kentwood to Loyola under California law when refiling or opposing stay put. (See Cal. Code Regs., tit. 5,

§ 3042, subd. (a).). The parties shall include supporting declarations under the penalty of perjury addressing whether Kentwood is a school within Los Angeles' boundaries or a school under the control of another school district.

ORDER

The stay put motion is denied without prejudice.

Sabrina Kong

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Administrative Law Judge

Office of Administrative Hearings