

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 2026080715

ORDER DENYING MOTION FOR STAY PUT WITHOUT
PREJUDICE

SEPTEMBER 2, 2026

On August 18, 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, or the right to continue attending, Hancock Park Elementary School's, called Hancock Park, general education transitional kindergarten and childcare program. Student also requested the right to continue receiving special education related services as set forth in the February 5, 2026, individualized education program, called IEP. Student's school of residence is Canfield Avenue Elementary School, called Canfield. Student represented he attended Hancock Park through an inter-district permit for the 2025-2026 school year, and the permit was denied for the 2026-2027 school year.

Student included a copy of the February 5, 2026, IEP and a declaration under the penalty of perjury from Parent dated August 17, 2026. Parent represented that she did not consent to the February 5, 2026, IEP, but that Student received occupational therapy and speech and language therapy services and last attended school at Hancock Park's general education transitional kindergarten and childcare program.

On August 24, 2026, Los Angeles filed an opposition to the stay put motion. Los Angeles argued Student was not entitled to stay put at Hancock Park. Los Angeles offered Student placement at Canfield in the February 5, 2026, IEP. Los Angeles represented Canfield could implement Student's February 5, 2026, IEP, to which Parent agreed to all components except for placement on June 8, 2026.

Los Angeles argued that changing Student's general education transitional kindergarten placement offer from Hancock Park to a general education kindergarten placement at Canfield was a natural progression from a preschool to a kindergarten program at Student's school of residence. Los Angeles also argued Hancock Park's general education transitional kindergarten program had been offered to Student as a temporary placement for the 2025-2026 school year and Student aged out from it in the 2026-2027 school year. Los Angeles supported its opposition with a declaration under the penalty of perjury from Diana Massaria, Director for Due Process Department, Division of Special Education.

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).)

However, if a student’s placement in a program was intended only to be a temporary placement, such placement does not become a student’s stay put placement. (*Verhoeven v. Brunswick School Committee* (1st Cir. 1999) 207 F.3d 1, 7-8; *Leonard by Leonard v. McKenzie* (D.C. Cir. 1989) 869 F.2d 1558, 1563-64.)

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.).

Student argued that regardless of Hancock Park's permit requirement and Canfield being the undisputed school of Student's residence, Student was entitled to remain at Hancock Park because he attended school and received special education related services there in the 2025-2026 school year. Specifically, as to the placement for stay put, Student argued that "the placement described in Student's last IEP to which the parties actually agreed, or where no subsequent IEP has been consented to, the placement last actually implemented without objection". Yet, Student did not provide any documentation showing agreement regarding placement at Hancock Park. Likewise, Student did not provide the last agreed upon and implemented IEP under which he sought stay put special education related services.

To the contrary, Parent's declaration supporting the motion stated, "I did not sign the IEP document produced at the February 5, 2026, meeting, and I never gave my written consent to it. The only thing I signed around that time was an acknowledgment that I had received a copy of a 'Parent Input Survey'---that signature was not my agreement to the IEP or to any placement." Parent's declaration signed on August 17, 2026, specifically contradicts her June 8, 2026, agreement to all components of the February 5, 2026, IEP, except for placement at Canfield which Los Angeles argued in its opposition.

Absent Student's clear showing of the last agreed upon and implemented placement and special education related services, OAH is unable to determine the placement and special education related services for which stay put would apply. Student did not provide an IEP, or any document, showing how Student's was placed at Hancock Park's transitional kindergarten program or any documentary evidence that it was the last agreed upon and implemented placement by the parties. Student also did not provide the last agreed upon and implemented IEP under which he sought stay put

of special education related services. Student did not meet his burden in this stay put motion. Therefore, the motion is denied without prejudice.

Los Angeles provided persuasive support that Student's transition to Canfield was a natural progression for Student aging out of Hancock Park's transitional kindergarten program, a temporary program, to a kindergarten program at Student's school of residence. If Student refiles the stay motion put motion, Student shall provide clear evidence, typically an IEP or an agreement between the parties, of the last agreed upon and implemented placement and special education related services. Student shall also address issues regarding grade advancement, temporary placements and school of residence. The parties shall include supporting declarations under the penalty of perjury addressing whether Hancock Park 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