

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 RENEWED MOTION FOR STAY PUT

SEPTEMBER 8, 2026

On August 5, 2026, Student filed a motion for stay put with the Office of Administrative Hearings, called OAH. Los Angeles Unified School District, called Los Angeles, did not file a response.

On August 26, 2026, OAH denied Student's motion without prejudice, and invited Student to file a renewed motion with additional information.

On August 27, 2026, Student filed a motion for reconsideration, entitled in the body of the motion a renewed motion for stay put. 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.)

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.)

In this due process hearing, Student contends the May 6, 2026 IEP did not offer him a FAPE. In Student’s original motion, he contended Parent and Los Angeles settled a prior due process matter by entering into a settlement agreement on September 5, 2025. That agreement provided that Student’s stay put placement was the general education program at Burbank Boulevard Elementary with the services in his January 16, 2025 IEP as modified by the settlement agreement. Student’s original motion was not supported by a sworn declaration identifying or authenticating the settlement agreement, or by copies of the IEPs.

In this renewed motion, Student included the sworn declaration of Parent identifying and authenticating the September 5, 2025 settlement agreement and the IEPs from January 16, 2025, and May 6, 2026. The documents were attached to the motion, rather than the declaration, and were not separated or labeled as Exhibits A, B, or C consistent with the declaration, but were relatively easy to discern by their dates and content.

However, Parent's declaration stated she consented to an IEP developed on November 10, 2025, that "continued Student's placement in the general education program at Burbank Blvd. Elementary School" and "did not materially change Student's placement or service levels." Once that IEP was signed by Parent and implemented, that IEP became the last agreed upon and implemented IEP, not the stay put placement of the September 5, 2025 settlement agreement.

Accordingly, Student should be seeking stay put under the November 10, 2025 IEP, which has not yet been submitted. There is still insufficient information on which to decide Student's stay put placement.

Further, a portion of Student's motion appeared to be generated using artificial intelligence, called AI. On page three of the motion, Student stated he was addressing one of the deficiencies identified in OAH's earlier Order as follows:

3. Neither the January 16, 2025 IEP nor the implementation IEP were attached. [DRAFTING NOTE TO COUNSEL: Attach the January 16, 2025 IEP as Exhibit C and, if one was developed pursuant to Paragraph 5 of the Settlement Agreement, the Implementation IEP as Exhibit D, and address their contents in the Natenadze Declaration before filing. If either document cannot be located, the Declaration should so state and explain the effect, if any, on the terms of stay put.]

This appears to be a generative AI suggestion on how to structure the motion. Page four and seven of the motion include two apparently AI generated references to California's "dual-consent" requirement for IEPs, when an IEP requires just parental consent in California. (Ed. Code, § 56346.) The motion further contains requests for relief not supported by special education law such as, "Awarding Petitioner her

reasonable attorneys' fees and costs incurred in connection with this Motion and the original Motion." OAH does not award attorney's fees on prehearing motions, and certainly not on motions that were denied, as was Student's original motion for stay put.

OAH has advised in its documents to prepare for hearing that, while the use of AI tools are not prohibited, "failure to exercise adequate care in reviewing and filing documents created with the assistance of generative AI tools may expose the party or attorney to sanctions. (Cal. Code. Regs., tit. 5, § 3088, subds. (a) & (e); Gov. Code, § 11455.30, subd. (a), and Code Civ. Proc., § 128.5. Student is advised that any further use of AI without exercising due care in reviewing and filing the document in this matter or any other OAH matter may expose him or the party to sanctions.

The renewed motion for stay put is denied.

IT IS SO ORDERED.

Alexa Hohensee

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Administrative Law Judge

Office of Administrative Hearings