

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 GRANTING MOTION FOR STAY PUT

SEPTEMBER 15, 2026

On September 1, 2026, Student refiled a motion for stay put which the Office of Administrative Hearings, called OAH, denied without prejudice on August 27, 2026. Student requested Student remain at Kentwood Elementary School's, called Kentwood, general education program to receive the special education related services in the September 4, 2025 IEP. Student also requested that resource specialist program behavior intervention implementation and behavior intervention development in the parties' February 20, 2026 settlement agreement. Student further requested counseling, guidance and recreation therapy services that Parents consented to in the April 22, 2026 individualized education program, called IEP.

Student argued that Los Angeles Unified School District, called Los Angeles, proposed placement change at the April 22, 2026, and May 27, 2026 IEP team meetings,

from Kentwood to Loyola Village Elementary School, called Loyola, was inappropriate and violated Student's right to stay put.

On September 3, 2026, Los Angeles filed an opposition. 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 Student's IEP which offered placement in the general education setting. Los Angeles represented that an application for the private afterschool childcare program at Kentwood was required and without a placement in the childcare program a permit could not issue for attendance at Kentwood for those who live outside of Kentwood's geographic zone. Los Angeles argued that because Parent did not apply for the private childcare program at Kentwood, Student could not attend Kentwood for the 2026-2027 school year. Los Angeles also represented Kentwood did not have a room for Student in its second grade program and did not have a school psychologist who could implement the counseling services on Student's April 22, 2026 IEP. Both Kentwood and Loyola are located within Los Angeles' boundaries.

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).)

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 parties did not dispute the September 4, 2025 IEP was the last agreed upon and implemented IEP. Student referenced special education related services consented to in a settlement agreement and in the April 22, 2026 IEP. However, while Parent consented to the special education related services in the February 20, 2026 settlement and April 22, 2026 IEP, Student did not show those special education related services had been implemented, a requirement for stay put to apply. Therefore, for purposes of stay put, the placement and special education related services set forth under the September 4, 2025 IEP shall remain during the pendency of the current litigation.

Los Angeles' argument that changing placement to Loyola was a mere change of location to a school that could closely implement Student's IEP because Loyola was Student's school of residence was unpersuasive. Student is entitled to stay put based on the same combination of facilities and location as in the undisputed last agreed upon and implemented September 4, 2025 IEP, with natural progression to the next grade level. Kentwood is a school within Los Angeles' boundaries or a school under Los Angeles' control. The fact that Kentwood is not Student's homeschool is unpersuasive to deny Student's rights to remain there during litigation under stay put principles.

Equally unpersuasive is Los Angeles' argument bootstrapping acceptance in a private childcare program as a prerequisite for Student to continue at Kentwood under stay put principles. Student is entitled to stay put at Kentwood to attend the second grade pursuant to what Student demonstrated as the last agreed upon and implemented September 4, 2025 IEP.

ORDER

The stay put motion is granted and Student is entitled to remain at Kentwood and receive special education related services as set forth in the September 4, 2025 IEP, for the pendency of this litigation.

Sabrina Kong

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Administrative Law Judge

Office of Administrative Hearings