

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 2026080592

ORDER GRANTING MOTION FOR STAY PUT

SEPTEMBER 17, 2026

On August 13, 2026, Student filed a request for due process hearing with the Office of Administrative Hearings, called OAH, naming Los Angeles Unified School District.

On September 4, 2026, Student filed a motion for stay put. On September 9, 2026, Los Angeles filed an opposition to the motion. Student filed a reply on September 10, 2026.

Student contends that he is entitled to stay put, because Los Angeles has failed to fully implement Student's stay put placement, as defined in OAH's stay put order in OAH Case number 2026030067, later defined by a settlement agreement between Student and Los Angeles, resolving that matter. Los Angeles contends that it has fully

implemented Student's stay put placement and that there is no actual dispute between the parties regarding Los Angeles's stay put obligations and the operative placement. As explained below, Student's motion is granted.

APPLICABLE LAW

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 educational program, called IEP, placement prior to the dispute arising. (*E.E. v. Norris Sch. Dist.* (9th Cir. 2021) 4 F.4th 866, 871 [citing *K.D. v. Dep't of Educ., Hawaii* (9th Cir. 2011) 665 F.3d 1110, 1118 [finding the Ninth Circuit Court of Appeal "has interpreted 'current educational placement' to mean 'the placement set forth in the child's last implemented IEP.'"]; see also *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).)

A student's stay put placement can be a term parents and school district can contractually agree to, such as through a settlement agreement. (*T.B. ex rel. Brenneise v. San Diego Unif. Sch. Dist.* (9th Cir. 2015) 806 F.3d 451, 478-480.)

DISCUSSION

STUDENT'S STAY PUT PLACEMENT

There is no dispute that Student's stay put placement here is governed by an April 2026 settlement agreement between the parties, in OAH Case #2026030067. The relevant provision of the April 2026 settlement agreement provides that Student's stay put placement, "beginning in the 2026-2027 regular school year, shall be as described in ALJ Linda Dowd's Order Granting Motion For Stay Put dated April 14, 2026."

OAH issued the order defining stay put on April 14, 2026. The parties executed a settlement agreement, defining stay put the same as in OAH's order, on April 15, 2026. In both documents, Student's stay put placement was defined as follows:

- a. placement at Learn Academy Beach Cities Learning, Manhattan Beach's virtual program,
- b. 1,965 minutes of specialized academic instruction weekly,
- c. 60 minutes of individual counseling weekly,
- d. 60 minutes of group counseling and guidance weekly,
- e. 30 minutes of parent counseling weekly,
- f. 30 minutes of college awareness monthly,
- g. 30 minutes of career awareness monthly,
- h. 15 minutes of daily behavior intervention services, and
- i. 780 minutes of social worker services monthly.

As explained in the April 14, 2026 Order, Learn Academy Beach Cities Learning, Manhattan Beach is a certified nonpublic school. Neither party proved any agreement subsequent to April 15, 2026, that changed Student's stay put placement. Therefore,

Student's stay put placement, as defined in the April 2026 settlement agreement, remains Student's current stay put placement.

CURRENT DISPUTE

Despite Los Angeles's argument that there is no current dispute regarding stay put, the evidence presently before OAH shows otherwise. Los Angeles may be in the process of funding or otherwise ensuring that Student receives the placement and corresponding services reflected in Student's stay put placement, but it is not clear that Los Angeles has completely done so.

Student is entitled to stay put pending the resolution of his due process complaint. Los Angeles must maintain Student's stay put placement, as described in the April 2026 settlement agreement. Accordingly, Student's motion for stay put is granted.

ORDER

1. Student's motion for stay put is granted.
2. Los Angeles shall maintain student's stay put placement as follows:
 - a. placement at Learn Academy Beach Cities Learning, Manhattan Beach's virtual program,
 - b. 1,965 minutes of specialized academic instruction weekly,
 - c. 60 minutes of individual counseling weekly,
 - d. 60 minutes of group counseling and guidance weekly,
 - e. 30 minutes of parent counseling weekly,
 - f. 30 minutes of college awareness monthly,
 - g. 30 minutes of career awareness monthly,
 - h. 15 minutes of daily behavior intervention services, and
 - i. 780 minutes of social worker services monthly.

3. Los Angeles shall maintain this placement pending the resolution of Student's due process complaint, unless the parties otherwise agree.

IT IS SO ORDERED.

Ashok Pathi

Ashok Pathi

Administrative Law Judge

Office of Administrative Hearings