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 2026030067

ORDER GRANTING MOTION FOR STAY PUT

APRIL 14, 2026

On February 27, 2026, Student filed a request for due process hearing, or complaint, with the Office of Administrative Hearings, called OAH, naming Los Angeles Unified School District as respondent. On April 6, 2026, Student filed a motion for stay put. On April 9, 2026, Los Angeles Unified filed an opposition to the stay put motion. On April 10, 2026, Student filed a reply to Los Angeles Unified's opposition.

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 IEP, placement prior to the dispute arising. (*Thomas v. Cincinnati Bd. of Educ.* (6th Cir. 1990) 918 F.2d 618, 625.)

When a special education student transfers to a new school district in the same academic year, the new district must adopt an interim program that approximates the student's old special education program, as closely as possible for 30 days until the old IEP is adopted or a new IEP is developed. (20 U.S.C. § 1414(d)(2)(C)(i)(1); 34 C.F.R. § 300.323(e); Ed. Code, § 56325, subd. (a)(1); see *Ms. S. ex rel. G. v. Vashon Island School Dist.* (9th Cir. 2003) 337 F.3d 1115, 1134 (*Vashon*), 20 U.S.C. § 1414(d)(1)(B).) "When a dispute arises under the IDEA [Individuals with Disabilities Education Act] involving a transfer student, and there is disagreement between the parent and student's new school district about the most appropriate educational placement, the new district will satisfy the IDEA if it implements the student's last agreed-upon IEP; but if it is not possible for the new district to implement in full the student's last agreed-upon IEP, the new district must adopt a plan that approximates the student's old IEP as closely as possible." (*Vashon, supra,* 337 F.3d 1115, at p. 1134.)

Student's motion for stay put included a declaration from Parent, Student's last agreed upon and implemented IEP along with two subsequent amendments, and correspondence with Learn Academy, the nonpublic school Student had been attending. Student started the 2025-2026 school year at SEED Charter School, which is not affiliated with Los Angeles Unified. Student's last agreed upon and implemented IEP is the August 13, 2025, IEP that was amended on November 7, 2025, and was developed by SEED Charter School. The November 7, 2025, amendment IEP offered Student a virtual placement at Learn Academy Nonpublic School that included:

- 1,965 minutes of specialized academic instruction weekly,
- 60 minutes of individual counseling weekly,

- 60 minutes of group counseling and guidance weekly,
- 30 minutes of parent counseling weekly,
- 30 minutes of college awareness monthly,
- 30 minutes of career awareness monthly,
- 15 minutes of daily behavior intervention services, and
- 780 minutes of social worker services monthly.

All services, except for the social work services, were virtual. Parent consented to the November 7, 2025, IEP and SEED implemented the IEP at Learn Academy.

Student enrolled in Los Angeles Unified on December 17, 2025. Los Angeles Unified attempted to adopt a similar program to Student's last consented to IEP by sending referrals to seven nonpublic schools but did not attempt to maintain Student's placement at Learn Academy. None of the seven nonpublic schools accepted Student. On February 17, 2026, Learn Academy confirmed it was still able to accommodate a virtual placement for Student, but noted they did not have a master contract with Los Angeles Unified. Learn Academy again confirmed it had a spot available for Student on March 18, 2026, and that it would accept Student back into the virtual program.

Los Angeles Unified argues OAH does not have the authority to grant Student's motion because Student's last agreed upon and implemented IEP is from a charter school not affiliated with Los Angeles Unified. Los Angeles Unified acknowledges it is obligated to identify and offer comparable services for Student but asserts that obligation is separate and distinct from a stay put placement and Student does not have a stay put placement because there is no last agreed upon and implemented IEP that Los Angeles Unified was a party to. However, Los Angeles Unified does not offer any authority for this position. Los Angeles Unified's position is not persuasive as it is contrary to the established case law in *Vashon*.

Student is entitled to stay put during the pendency of this proceeding. While Los Angeles Unified is correct that there are situations in which the status quo cannot be replicated, it has not provided a compelling argument here as to why it cannot place Student at Learn Academy. Los Angeles Unified's argument seems to rest on the fact it does not have a master contract with Learn Academy. However, Learn Academy is a California certified nonpublic school. Los Angeles Unified's contention that Learn Academy is a private school and not a certified nonpublic school is concerning. Learn Academy operates many different schools. The Learn Academy site Student was attending is listed on Student's IEP as Beach Cities Learning, Manhattan Beach, which is listed as a certified nonpublic school on the California Department of Education's website.

If Los Angeles Unified had identified a comparable program for Student to attend, then the fact that it does not have a master contract with Learn Academy might be a valid reason for offering the comparable program and not Learn Academy. However, Student has been out of school for almost four months and Los Angeles Unified has yet to offer Student any placement. Student is entitled to stay put and Los Angeles Unified is obligated to adopt an interim program that approximates the student's previous special education program, as closely as possible. Here, Learn Academy is a certified nonpublic school, it has space for Student, is willing to accept him, and was his last agreed upon and implemented IEP placement. Therefore, Student's motion for stay put is granted and Los Angeles Unified is ordered to implement Student's August 13, 2025, IEP that was amended on November 7, 2025.

ORDER

1. Student's stay put request is granted.

2. Stay put shall be the services and placement stated in the August 13, 2025, IEP that was amended on November 7, 2025, as closely as possible, specifically:
    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.

Linda Dowd

Linda Dowd

Administrative Law Judge

Office of Administrative Hearings