BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

SANTA CRUZ CITY SCHOOLS.

OAH CASE NUMBER 2025060821

ORDER DENYING MOTION FOR STAY PUT

JULY 29, 2025

On June 19, 2025, Parents on behalf of Student filed a due process hearing request, called a complaint, with the Office of Administrative Hearings, called OAH, naming Santa Cruz City Schools, called Santa Cruz. On July 22, 2025, Student filed a motion for stay put. On July 24, 2025, Santa Cruz filed an opposition to Student's stay put motion. On July 28, 2025, Student filed a reply to Santa Cruz'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 educational

program, called 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).)

Student's stay put motion seeks an order requiring Santa Cruz to provide twice weekly, 25 minutes each one-to-one services by an educational specialist pursuant to a May 30, 2024, IEP developed by Soquel Union Elementary School District. Santa Cruz argues the one-to-one services are not part of Student's stay put placement and were offered by Soquel Union Elementary School District in a settlement agreement with Parents.

Student attended middle school within the Soquel Union Elementary School District during the 2024-2025 school year. Pursuant to a settlement agreement dated May 30, 2024, between Student and Soquel Union Elementary School District, Student's IEP was amended to add twice weekly, 25 minutes each one-to-one services by an educational specialist. Student attached a copy of the settlement agreement to his reply brief. These services were to be provided through the term of the settlement agreement, defined as "the last day of summer proceeding the start of District's 2025-2026 school year." The parties expressly agreed in the settlement agreement that this service was not part of Student's stay-put placement.

A transition IEP team meeting was held on May 23, 2025, to develop Student's program for the 2025-2026 school year at Soquel High School. Santa Cruz attended the May 23, 2025, IEP team meeting for the purpose of making a transition IEP offer. Santa

Cruz offered Student 245 minutes weekly specialized academic instruction, 15 minutes monthly college awareness services, 15 minutes monthly career awareness services, and 30 minutes, twice monthly individual counseling services. Parents did not consent to Santa Cruz's May 23, 2025, IEP offer.

Student's stay put motion did not include a complete, signed copy of Student's last agreed upon and implemented IEP. Therefore, Student failed to establish his stay put program. For that reason, Student failed to offer evidence that Santa Cruz was required by his last agreed upon and implemented IEP to provide twice weekly, 25 minutes each one-to-one services by an educational specialist. Further, Student's argument that this service is part of his stay put placement is contradicted by the terms of Student's settlement agreement with Soquel Union Elementary School District, which expressly excluded these services as part of Student's stay put placement. Therefore, Student's stay put motion is denied.

IT IS SO ORDERED.

Jennifer Kelly

Jennifer Kelly
Administrative Law Judge
Office of Administrative Hearings