BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

ORCUTT UNION SCHOOL DISTRICT.

OAH CASE NUMBER 2025060356

ORDER DENYING MOTION FOR STAY PUT

AUGUST 13, 2025

On August 7, 2025, Student filed a motion for stay put. On August 11, 2025, Orcutt Union School District filed an opposition. This order finds Student did not meet his burden of proof that his requested placement constitutes stay-put.

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. (*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 G. v. Vashon Island School Dist.* (9th Cir. 2003) 337 F.3d 1115, 1133-35, superseded by statute on other grounds, 20 U.S.C. § 1414(d)(1)(B).)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.)

DISCUSSION

On June 10, 2025, Student filed a request for a due process hearing with the Office of Administrative Hearings, called OAH, naming Orcutt Union School District. Student's complaint raised expedited and non-expedited issues. On August 1, 2025, OAH issued the expedited decision following a six-day hearing. Hearing on the remaining issues is set for October 28, 29, and 30, 2025.

It is undisputed that Student's last agreed upon and implemented IEP, at the time Student filed his due process complaint, was Student's December 10, 2024, IEP. Pursuant to that IEP, Student was placed at Ralph Dunlap Elementary School within

Orcutt's boundaries, pursuant to an inter-district transfer. Student's District of residence was and remains, Santa Maria-Bonita School District.

On August 1, 2025, Parents received a letter from Orcutt entitled, "Denial of Inter-District Attendance Agreement." Orcutt informed Student that it could not accommodate Student's request for an inter-district transfer for the 2025-2026 school year as the district is currently impacted.

On August 7, 2025, Student filed his motion for stay-put. Student requests, an order from OAH that maintains Student's IEP placement in Orcutt pending the outcome of Student's non-expedited matter. In support of the motion, Student summarized and attached the last agreed upon and implemented IEP from December 10, 2024, as amended on June 17, 2025, and consented to on June 18, 2025. Student also attached a copy of OAH's expedited decision issued August 1, 2025. That decision ordered Orcutt to fund an independent functional behavior assessment, convene and IEP team meeting to review the assessment results, and hold an IEP team meeting before the start of the 2025-2026 school year to develop a plan to transition Student back to a general education middle school campus. The expedited hearing was held in July 2025, but no evidence was presented at hearing regarding the consented to June 17, 2025, IEP amendment. Accordingly, it was not considered in the expedited decision.

Student's placement for the 2025-2026 school year, pursuant to the June 17, 2025, amendment, is Bill Libbon Elementary School, within Santa Maria-Bonita School District. Orcutt is listed as the "District of Responsibility", and Santa Maria-Bonita the "District of Service", pursuant to the June 17, 2025, amendment IEP.

Student contends that because Orcutt is the "District of Responsibility", Orcutt is responsible for the provision of FAPE to Student. Student argues that if his stay-put

motion is not granted, Orcutt would be unable to comply with the undersigned ALJ's expedited decision's order to conduct an IEP team meeting during the 2025-2026 school year to review the independent educational evaluation, also ordered in the decision.

On August 11, 2025, Orcutt opposed Student's motion for stay-put on the grounds that Student is not a resident of Orcutt and no inter-district transfer has been granted for the 2025-2026 school year, leaving Santa Maria-Bonita as Student's only responsible school district for Student's IEP placement and services. Orcutt contends Student's motion for stay-put is subterfuge to circumvent the legal provisions regarding residency and inter-district transfer procedures, which apply to all Students, for which OAH has no jurisdiction to determine. Orcutt contends that the purpose of stay-put is to maintain the status quo for students to prevent a child's educational placement from being unilaterally changed by a local educational agency, pending a dispute over a proposed placement, that is at the heart of the dispute. As such, Orcutt contends stay-put is not applicable here because there is no pending dispute over Student's 2025-2026 placement as Student's issues concern Student's alleged denials of a free appropriate public education, or FAPE, for the 2023-2024 and 2024-2025 school years.

Orcutt's argument that stay-put is only applicable to a due process dispute involving the appropriateness of a proposed placement, at its heart, is rejected. Orcutt offered no legal authority to support this alleged added stay-put requirement.

Student generally contends the inter-district transfer and his placement in Orcutt must be maintained because that was Student's last agreed upon and implemented placement prior the dispute arising. Student ignores the operative impact of the June 18, 2025, IEP amendment consent. Accordingly, the impact of the denial of the inter-district transfer need not be resolved in this case.

On June 18, 2025, Parents consented to placement at a school within Santa Maria-Bonita School District, for the 2025-2026 school year. Although the school named in the amended IEP was an elementary school, his matriculation to seventh grade may necessitate his placement in a Santa Maria-Bonita middle school, due to his changed circumstances. Student is correct that at the time the dispute arose, his last agreed upon and implemented placement was in Orcutt. Generally, that would have constituted his stay-put placement; however, in this case the parties agreed otherwise. Specifically, Orcutt offered and Parent accepted placement in a Santa Maria-Bonita school, his district of residence, for the 2025-2026 school year. Thus, Student cannot now seek stay-put at Orcutt. That Orcutt is listed as the responsible district may raise complicated legal issues between Orcutt and Santa Maria-Bonita. However, the document is clear regarding the parties' agreement to placement in Santa Maria-Bonita. Accordingly, Student's motion for stay-put is Denied.

IT IS SO ORDERED.

Rita Defilippis

Rita Defilippis
Administrative Law Judge
Office of Administrative Hearings