



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

FINAL DECISION ON

EMERGENT RELIEF

OAL DKT. NO. EDS 09943-26

AGENCY DKT. NO. 2026-41306

D.C. AND L.Y. ON BEHALF OF R.C.

Petitioners,

v.

**ENGLEWOOD CITY BOARD OF
EDUCATION,**

Respondent.

Michael Inzelbuch, Esq., for petitioners (attorney)

Yolanda Greene, Esq., for respondent, (Taylor Law Group, attorneys)

BEFORE **NANCI G. STOKES, ALJ:**

Record closed: August 24, 2026

Decided: August 25, 2026

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

The Englewood City Board of Education's (respondent or District) emergent application seeks an order to avoid responsibility for or payment of continued educational services for R.C. at Salantar Akiba Riverdale Academy at Pisgah (SAR) following its payment of tuition for the 2025-2026 school year absent its agreement as to the private placement's appropriateness or to issue payment for the upcoming 2026-2027 school year.

On August 10, 2026, the Office of Special Education (OSE) transmitted the petition for a due process hearing to the Office of Administrative Law (OAL) under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the Office of Administrative Law, N.J.S.A. 52:14F-1 to -23, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6, and the Special Education Program, N.J.A.C. 1:6A-1.1 to -18.4. That due process petition challenged whether the November 25, 2025, proposed Individualized Education Program (IEP) provided R.C. with a free appropriate public education (FAPE) under the Individuals With Disabilities Education Act (IDEA), 20 U.S.C. §§ 1401 to 1419.

Before the OAL assigned the case to an Administrative Law Judge (ALJ), respondent filed an answer and request for emergent relief on August 12, 2026, which OSE similarly transmitted as a contested case. The OAL assigned the emergent application and due process petition to me and scheduled the argument on emergent relief for August 21, 2026.

Notably, the petitioners filed an amended petition on August 11, 2026, challenging whether the July 7, 2026, proposed IEP for the 2026-2027 school year provided R.C. with a FAPE under the IDEA. This tribunal accepts this amendment, and the respondent filed an answer on August 21, 2026.¹

On August 18, 2026, petitioners opposed respondent's request for emergent relief, asserting that stay-put protections apply to their minor child's continued education at SAR pending the outcome of the proceedings regarding their amended due process petition. N.J.A.C. 6A:14-2.7(u), 20 U.S.C. § 1415(j). I treat that opposition as a cross-application for emergent relief in petitioners' favor. See N.J.A.C. 1:1-14.6 (providing ALJs with broad discretion in conducting proceedings at the OAL).

On August 20, 2026, I conducted a telephone conference to discuss the motion.

On August 21, 2026, I received respondent's reply to petitioners' opposition. On August 21, 2026, I heard oral argument on the motion. Following the conclusion of that

¹ The parties may be permitted another resolution period under N.J.A.C. 6A:14-2.7(i).

argument, I received caselaw from petitioner to further support its position, which I accept. On August 24, 2026, both parties presented further submissions, and I closed the record.

FINDINGS OF FACT

Based on the documentary evidence presented by the parties in support of and in opposition to the motion, and based on the arguments presented during oral argument, I **FIND** the following as **FACT** for purposes of this application only:

R.C. is currently eight years old. He resides with his parents in Englewood within the Englewood school district. From pre-kindergarten to first grade, R.C. attended a private school. R.C. never attended an in-district public school.

In 2024, R.C. was diagnosed with ADHD with executive function deficits and a developmental coordination disorder.

The petitioners sought to register R.C. for school in Englewood in June 2025 and requested that the District initiate an IEP. Because the District offered no IEP before the start of the 2025 school year, the petitioners unilaterally placed R.C. at SAR, an out-of-district private school.

R.C. underwent evaluations, which led to a proposed IEP under the disability classification of “other health impairment” on November 25, 2025, that would cover the remainder of the 2025-2026 school year. That IEP placed R.C. at an in-district public school with in-class resource support services and counseling. The petitioners rejected that IEP as inappropriate and filed a due process petition on June 16, 2026, seeking reimbursement for their costs and R.C.’s tuition at SAR.

On July 7, 2026, the respondent conducted an IEP meeting at which they presented an IEP for the 2026 2027 school year. Similarly, the IEP recommended an in-district school placement. On July 19, 2026, the petitioners rejected that IEP as inappropriate under the IDEA. The petitioners also advised the respondent of their intent

to place R.C. at SAR for the upcoming school year unilaterally. He is registered to attend SAR this September.

Because the parties agreed to mediate their case, the parties participated in mediation before OSE transmitted this case for a hearing.

On July 30, 2026, the parties entered into a partial settlement agreement (Agreement) through which the respondent agreed to pay the non-sectarian tuition costs and transportation for R.C.'s enrollment at SAR for the 2025-2026 school year. As part of the Agreement, the petitioners waived all claims against the respondent related to R.C.'s education during the 2025-2026 school year. Agreement at ¶ 4,

However, the parties retained "all rights regarding academic program and placement for the 2026-2027 school year" [and beyond], "including, but not limited to the rejection of the July 7, 2026, IEP." Agreement at ¶ 4. Further, the Agreement was not "an admission of liability or wrongdoing by the Board or its . . . employees." Agreement at ¶ 7. Significantly, the Agreement "shall not be treated as an admission by either party as to the appropriateness of R.C.'s educational program/placement for the 2025-2026 and 2026-2027 school years." *Id.* The Agreement does not discuss "stay-put."

Although the petitioners suggest that respondent concedes to stay-put at SAR, this application and the documents presented do not evidence that concession.

LEGAL DISCUSSION AND CONCLUSIONS

This case arises under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 to 1482. One purpose of the Act is to ensure that all children with disabilities have available to them a "free appropriate public education (FAPE) that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living." 20 U.S.C. § 1400(d)(1)(A).

In New Jersey, the State Board of Education has promulgated rules following the standards outlined in the Act. N.J.A.C. 6A:14-1.1(b)(1); N.J.A.C. 6A:14-1.1 to -10.2.

Under N.J.A.C. 6A:14-2.7(r), a party may request emergent relief for the following issues:

- i. Issues involving a break in the delivery of services;
- ii. Issues involving disciplinary action, including manifestation determinations and determinations of interim alternate educational settings;
- iii. Issues concerning placement pending the outcome of due process proceedings; and
- iv. Issues involving graduation or participation in graduation ceremonies.

Undeniably, this application addresses issues concerning placement pending the outcome of due process proceedings.

Under N.J.A.C. 1:6A-12.1(e), an ALJ may order emergency relief pending a decision in the case, if the judge determines from the proofs that:

1. The petitioner will suffer irreparable harm if the requested relief is not granted;
2. The legal right underlying the petitioner's claim is settled;
3. The petitioner has a likelihood of prevailing on the merits of the underlying claim; and
4. When the equities and interests of the parties are balanced, the petitioner will suffer greater harm than the respondent will suffer if the requested relief is not granted.

[Ibid.]

To be successful, an applicant must satisfy all four requirements. Crowe v. DiGioia, 90 N.J. 26 (1982).

However, the IDEA's stay-put provision provides that "during the pendency of any proceedings conducted pursuant to this section, unless the State or local educational agency and the parents otherwise agree, the child shall remain in the then -

current educational placement of the child.” 20 U.S.C. § 1415(j). New Jersey’s stay- put regulation, N.J.A.C. 6A:14-2.7(u), provides that “pending the outcome of a due process hearing . . . no change shall be made to the student’s classification, program, or placement unless both parties agree, or emergency relief as part of a request for a due process hearing is granted by the Office of Administrative Law according to (m) above or as provided at 20 U.S.C. § 1415(k)4 [interim alternative educational settings for special education students for behavioral concerns]. N.J.A.C. 6A:14-2.7(m) provides that “if the parent disagrees with the determination that the student’s behavior was not a manifestation of the student’s disability or with any decision regarding placement under 20 U.S.C. § 1415(k) and its implementing regulations . . . , the parent may request an expedited hearing. Here, section (m) and 20 U.S.C. § 1415(k)4 are not implicated.

Regardless, stay-put functions as an automatic preliminary injunction which dispenses with the need for a court to weigh such factors as irreparable harm and likelihood of success on the merits and removes the court’s discretion regarding whether it should order an injunction. Drinker v. Colonial Sch. Dist., 78 F.3d 859, 864 (3d Cir. 1996). Its purpose is to maintain the status quo for the child while the dispute over the IEP remains unresolved. Ringwood Bd. of Educ. v. K.H.J., 469 F.Supp.2d 267, 270-71 (D.N.J. 2006).

Although the respondent captions this application as a motion seeking emergent relief under Crowe v. DiGioia, 90 N.J. 26 (1982), respondent is more aptly seeking to address whether the stay-put provision under the IDEA applies in this case. Indeed, petitioners assert that stay-put requires the respondent to pay for SAR throughout this proceeding, and respondent acknowledges that absent an order from this tribunal it may be required to pay for SAR before a final decision is reached. Thus, this tribunal treats these proceedings as a request to determine whether stay-put applies to require the respondent to pay for SAR pending the conclusion of the due process proceedings, not whether the respondent has satisfied factors under Crowe v. DiGioia, 90 N.J. 26 (1982). See Zvi D. v. Ambagh, 694 F.2d 904, 906 (2d Cir. 1982) (concluding that the stay put statute “substitutes an absolute rule” for discretionary consideration of factors involving irreparable harm or likelihood of success on the merits.) To do otherwise would likely

repeat these same proceedings when the respondent refused to fund SAR pending the resolution of the due process hearing request.

Notably, since Drinker and Thomas v. Cincinnati Bd. of Educ., 918 F.2d 618 (1990), which Drinker relied upon, the United States Department of Education defined "placement" in its regulations. Specifically, 34 C.F.R. § 300.116 states: (b) The child's placement—(1) is determined at least annually; (2) is based on the child's individualized education program; and (3) is as close as possible to the child's home. Ibid. Moreover, a decision concerning placement is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. 34 C.F.R. § 300.116(a). Thus, [t]hese definitions indicate that the school district must, in some fashion, approve of the placement decision and that the parents cannot unilaterally decide upon which school will serve as the child's "placement." N.W. v. Boone County Bd. of Educ., 763 F.3d 611, 617 (2014).

Whether the application of the stay-put requires that R.C. remain at SAR after the filing of the due process hearing request turns on whether SAR is R.C.'s "current educational placement." 20 U.S.C. § 1415(j). Despite regulations clarifying "placement," the term "current educational placement" is not defined within the IDEA. Still, the Third Circuit considers "the dispositive factor in deciding a child's 'current educational placement' [as the IEP] ... actually functioning when the 'stay put' is invoked." Drinker, 78 F.3d at 867 (citing the unpublished Woods o/b/o T.W. v. New Jersey Dept. of Educ., No. 93-5123, 20 IDELR 439, 440 (3d Cir. Sept. 17, 1993)); See also Susquenita Sch. Dist. v. Raelee S. by Heidi S. & Byron S., 96 F.3d 78, 83 (3d Cir. 1996) (restating the standard that the terms of the IEP are dispositive of the student's "current educational placement").

In Drinker, the parents fought against their school district's proposal to move their child to a neighboring district and sought instead to maintain the student's placement in their town's district [from a previously agreed-upon IEP]. 78 F.3d at 861-62 In other words, the district in Drinker proposed unilateral changes to the implementation of the IEP. Here, no IEP was agreed upon by the parties or functioning at the time of the filing, whether it be the June 16, 2026, filing or the amended due process petition filing

on August 11, 2026, and the respondent did not act unilaterally to change R.C.'s placement.

Notably, recognized exceptions exist to stay-put protection under the IDEA. For example, stay-put considerations can yield to the intra-state school district transfer provisions of N.J.A.C. 6A-14-4.1(g), requiring only "comparable" services to the prior program until a new IEP is implemented. See J.F. v Byram Twp. Bd. of Educ., 629 F. App'x 235 (3rd Cir. 2015); see also 20 U.S.C. § 1414 (d)(2)(C)(i)(I) (also requiring only comparable services for intra-state district transfers until a new IEP is implemented). Indeed, the Court explained that:

J.F. represented "a very different case than either Drinker or DeLeon [747 F.2d 149 (3d Cir. 1984)] because both of those cases involved changes [to IEPs] initiated by the school district. By contrast, J.F.'s parents unilaterally relocated from Westwood to Byram. In these circumstances, the purpose of the stay-put provision, which is to maintain the status quo in situations where the school district acts unilaterally, is not implicated.

[Id. at 237.]

Although no intra-state transfer between districts occurred here, J.F.'s instruction makes clear that stay-put involves an analysis of whether the district acted unilaterally to change an agreed-upon placement. To date, R.C. has received no public education, and the school district has made no unilateral changes to R.C.'s educational placement. Further, the district did not agree to the placement at SAR or to its appropriateness for the 2026-2027 school year. (Agreement at ¶ 7.) Indeed, "[t]he IDEA was not intended to fund private school tuition for the children of parents who have not first given the public school a good faith opportunity to meet its obligations." C.H. v Cape Henelopen Sch Dist., 606 F.3d 59, 72 (3d Cir. 2010).

In Michael C. ex rel. Stephen C. v. Radnor Twp. Sch. Dist., 202 F.3d 642, 650 (3d Cir. 2000), another school district transfer case, the Court highlighted that stay-put implements an 'automatic preliminary injunction' preventing *local educational authorities* from unilaterally changing a student's existing educational program." (emphasis in original.) Indeed, the Court explained that:

[I]f parents believe that private school placement remains the only way to provide the student with the educational benefit required by the IDEA, or otherwise disagree with an IEP proposal, they can place the child in a private school, initiate a due process hearing, and seek reimbursement from educational authorities later. Of course, they act at their own financial risk and will recover only if they are correct that local authorities have failed to provide the educational program to which their child is entitled under the IDEA.

[Id., 202 F.3d at 651]

Where placement resulting from unilateral parent action is involved, there must be either agreement between the parties or a judicial or administrative decision affirming the unilateral parental action. See School Comm. of Burlington v. Dept. of Educ., 471 U.S. 359, 372-74 (1985); Drinker, 78 F.3d at 867.

To be sure, where a parent unilaterally changes the placement of a child, but a subsequent administrative or judicial decision confirms that the parental placement is appropriate, the decision “constitute[s] an agreement by the State to the change of placement” and the placement becomes the “current educational placement” for the stay-put provision. School Comm. of Burlington v. Dept. of Educ., 471 U.S. 359, 372 (1985); Montgomery Twp. Bd. of Educ. v. S.C. ex rel. D.C., 2007 U.S. Dist. LEXIS 6071, at *37-41 (D.N.J. Jan. 29, 2007) (the ALJ’s decision that the unilateral placement of D.C. at the Solebury School was appropriate created a new pendent placement for D.C., for which the District was financially responsible). In Susquenita, 96 F.3d at 84, 86-87, the Court acknowledged that a special appeals panel’s ruling in favor of parents was an agreement of the state and stay-put. However, the Court also noted that “[w]hile parents who reject a proposed IEP bear the initial expenses of a unilateral placement, the school district’s financial responsibility should begin when there is an administrative or judicial decision vindicating the parents’ position.” Id. There is no such decision here.

The petitioners rely upon R.S. and M.S. v Somerville Bd. of Educ., 2011 U.S. Dist. LEXIS 748 (January 4, 2011), which required the district to continue payment for a religious school as the stay-put, pending the due process proceedings. However, as the Court highlighted, the placement of the minor child at the religious school was not unilateral, but it was a “mutually agreed placement that was embodied in his IEP” for

years. Id. at *10. Here, there was never a mutually agreed upon IEP placing R.C. at SAR.

The crux of this case, however, turns on whether the Agreement requires the respondent to continue to fund SAR under stay-put while this case is pending. Several cases address such agreements and when a district should continue to fund a unilateral placement under stay-put beyond the settlement period. However, none of these fact-sensitive cases support the imposition of stay-put here.

In Zvi D., 694 F.2d 904, 907, the parents of a student unilaterally placed their child in a private school in the fall of 1977. After his parents filed a due process hearing request, the Board of Education agreed to provide funding at the new private school for the upcoming 1978-79 school year through an agreement that also provided for a review of the student's classification, to be conducted at the end of the school year with a "a view toward placing him in an appropriate public program in September, 1979." Ibid. The agency subsequently reevaluated the student and placed him for the 1979-80 school year at a public school. Id. The Second Circuit concluded that the new private school was not the "current educational placement" because (1) the agreement did not constitute "public agency placement" of the student at the school and (2) no administrative decision ever determined that the parent's private placement was appropriate. Id. at 908. Thus, "during this review of his initial placement, [the student] has a right to a place in a public school or he may remain at [the new private school] at his parent's expense." Id. (internal citations omitted). Under stay-put, the agency would have to pay for the student's private school education if the agency "previously agreed to or been ordered [through judicial or administrative proceedings] to provide private school placement," but since there was no such agreement, stay-put did not apply. Id. The Court further stated that "[p]ayment and placement are two different matters." Id.

Similarly, in K.L. v. Berlin Borough Bd. of Educ., 2013 U.S. Dist. LEXIS 111047 (2013), the Court concluded that the settlement agreement only pertained to reimbursement and did not constitute an agreement on appropriate placement. Id. at *12-13.

In Lauren W. v. Bd. of Ed. of Radnor Twp. Sch. Dist., 2002 U.S. Dist. LEXIS 18303, Lauren attended the Radnor Middle School during the 1998-1999 school year through an IEP. Id. at *2. Before her 8th grade year, the school district proposed an IEP recommending that Lauren be placed in the Learning Support Program at Radnor Middle School for the 1999-2000 school year. Id.

In August of 1999, Lauren's parents disagreed with the proposed 1999 IEP and unilaterally placed Lauren at the Hill Top Preparatory School (Hill Top), a private school. They filed a special education due process petition challenging the appropriateness of the 1999 IEP and to address whether the District should be required to pay for Lauren's Hill Top tuition and for compensatory education for Lauren for the 1999-2000 school year. Id. at *3. The parties executed a settlement agreement that limited reimbursement for the 1999-2000 school year, and the administrative process ended. Id. at *3-4. However, after canceling a meeting to discuss a new IEP for the 2000-2001 school year, the District agreed to continue to place Lauren at Hill Top at its expense for the 2000-2001 school year, beyond the original period of the settlement agreement, without a new agreement or conditions. Id. at *5. Lauren continued to attend Hill Top during the 2000-2001 and 2001-2002 school years. Her parents paid the tuition for these two years and sought reimbursement from the school district. Id.

The school district did not prepare an IEP for Lauren for either the 2000-2001 or 2001-2002 school years. The last effective agreed-upon IEP was the 1998 IEP, which applied to the 1998-1999 school year when Lauren was in seventh grade. Lauren was now beginning twelfth grade. Id. at *6. On May 28, 2002, the school district proposed an IEP for Lauren for the 2002-2003 school year, which would enroll Lauren in an emotional support class at Radnor High School. On July 18 2002, Lauren's parents filed an action in the District Court on behalf of Lauren seeking declaratory judgment that Hill Top is Lauren's "pendent placement" under stay-put, and seeking injunctive relief requiring the school district to fund Lauren's educational placement at Hill Top until the dispute over the proposed 2002 IEP is resolved. Id. at *6-7.

The Court held that Hill Top is Lauren's "current educational placement" for purposes of 20 U.S.C. § 1415(j) (stay-put) of the IDEA. Id. at *14. Critical to that determination was the fact that the school board voted to pay for tuition at the private

unilateral placement beyond the terms of the settlement. Id. at *10. The Board accepted a recommendation that Lauren continue her placement at the private school, and approved payment for her placement. Id. at *5. Here, there is no similar approval of placement or anticipated payment beyond the terms of the settlement, making this case distinguishable from Lauren W.

In Bayonne Bd. of Educ. v. R.S., 954 F. Supp. 933 (D.N.J. 1997), an autistic student originally attended a public school under an IEP, but his parents removed him from that school, placed him in a private school, and filed a request for a due process hearing. Id. at 935. The due process hearing resulted in a settlement agreement wherein the Board agreed to “undertake the placement” of the student at the private school effective March 1, 1996, and assumed responsibility for transporting him to the school. Ibid. (emphasis in original). The settlement agreement further stated that the student would return to the public school district starting September 1996, subject to the satisfaction of fourteen conditions. Id. at 935-36.

The Court found the factual situation in Bayonne to be distinguishable from that in Zvi D. because the Bayonne settlement agreement specifically called for “placement.” Id. at 942 (“Significantly, the child in Zvi D. was never placed in the private school – the Board of Education merely agreed to pay for his tuition until [the parties could] review of his classification.”) (citations omitted). Moreover, the Bayonne Court recognized that the placement did not limit the duration through September 1996 because the child’s transition was subject to the satisfaction of fourteen conditions, and the parties disputed whether these conditions had been met. Id. The Court explained that “[w]hen the Bayonne Board agreed to placement at the [private school], the [private school] became the appropriate pendent placement for purposes of the IDEA’s ‘stay put’ provision.” Id. at 943 (citations omitted) (emphasis added). Unlike in Bayonne, the respondent did not agree to place R.C. at SAR. Instead, the respondent only agreed to reimburse petitioner for past expenses from the 2025-2026 school year while retaining “all rights regarding academic program and placement for the 2026-2027 school year.” There was also no admission as to the appropriateness of the placement or program for the 2025-2026 or 2026-2027 school years.

Petitioner also relies upon Pardini v. Allegheny Intermed. Unit, 420 F.3d 181 (3d Cir. 2005), to support that “where . . . the dispute arises before any IEP has been implemented, the ‘current educational placement’ will be the operative placement under which the child is actually receiving instruction at the time the dispute arises.” Id. at 190 (citing Drinker, 78 F.3d at 867). Though this language, read in isolation, may seem helpful to petitioner’s position, the Pardini case is distinguishable from the circumstances here. Pardini involved a child who had cerebral palsy and began receiving services after her first birthday under an Individualized Family Service Plan (“IFSP”) through the IDEA. Id. at 182. Shortly before the child’s third birthday, as she was about to transition out of her IFSP, a dispute arose about whether the IEP being developed for her by the Allegheny Intermediate Unit (“AIU”) should include the conductive education the child had been receiving as part of her IFSP. Id.

Thus, when her parents filed a request for a due process hearing, the child was receiving the conductive education, and it was funded by Part C funds under the IFSP. The Court stated that because the child “was receiving an IFSP that included conductive education when the dispute arose [, that] was the ‘operative placement actually functioning’” for the purposes of determining stay put. Id. at 190-91. The Court’s reasoning is consistent with Zvi D. and Bayonne in binding a local educational agency to continue funding a placement under stay-put when there was a prior agreement between the parents and state agency to the placement. In Pardini, the Court found that distinctions between Part C and Part B of the IDEA were insufficient and that because the child’s prior “placement” under her IFSP included conductive education, those services must continue under stay-put until the placement dispute is resolved. Id. at 190. Indeed, the student was transitioning from one State-approved IDEA program to another State-approved IDEA program. However, Pardini differs from R.C.’s situation because the settlement agreement here does not place R.C. at SAR, there is no State approval of R.C.’s placement at SAR, and this case does not involve a transition from one approved IDEA program to another.

In Rena C. v. Colonial Sch. Dist., 890 F.3d 404, 416 (3d Cir. 2018) (citing M.R. v. Ridley Sch. Dist. (Ridley I), 744 F.3d 112 (3d Cir. 2014) the Court acknowledged that it had not previously and directly addressed . . . whether a school district’s private

agreement to pay for a parent's unilateral private school placement constitutes an agreement to the placement. *Id.* at 416. Rena C. adjudicated a prior IDEA case against Colonial, wherein a hearing officer ruled in her favor regarding a [different] private placement. *Id.* at 411. In this case, Colonial extended Rena C. an offer regarding attorney's fees, which she rejected. *Id.* at 413. That offer, though unaccepted, acknowledged pendency would continue at the current private placement, Delaware Valley. *Id.* at 415. When the matter proceeded to a hearing officer, the parties resolved the case through a consent order that provided for tuition, one-on-one instructional support, transportation reimbursement, and pendency at Delaware Valley. *Id.* at 412. The order did not include attorney fees, and this case largely addressed Rena C.'s entitlement to fees beyond Colonial's initial offer. *Id.*

The parties argued that stay-put considerations were relevant to whether Rena C. should receive additional fees. Rena C. argued that no pendency was provided because she rejected the offer and thus, the settlement gave her more than the offer, which would entitle her to more fees. *Id.* at 416. The Court reiterated the long-standing principle that "the IEP actually functioning at the time the stay-put provision is invoked is the dispositive factor in determining the student's current educational placement." *Id.* at 415. Moreover, a stay-put will also apply to a new placement that the parents and local educational agency agree upon or an administrative decision approving parents' unilateral placement of their child, which constitutes an agreement to that new placement by the state for stay-put purposes. *Id.* at 416. In reviewing the parties' private agreement in Rena C., the Court concluded that "[w]hen parents and a local educational agency agree on a placement without limitations, that placement becomes the educational setting protected by the 'stay put' provision of [IDEA]." *Id.* at 416-17. Indeed, "[t]he new placement can become the educational setting protected by the 'stay-put' rule if the parents and 'the State or local educational agency' agree to the change." *Id.* at 416. (citing Ridley, 744 F.3d at 118). Had Rena C accepted the initial settlement, stay-put would have been at Delaware Valley. *Id.* at 417.

The petitioners assert that the Agreement should still require the respondent to pay for SAR pending the due process proceedings. The Agreement does not address stay-put, but the circumstances do not mandate that the Agreement's silence require it.

R.C. never attended a public school, never had an agreed-upon IEP, and no judicial or administrative ruling approved SAR as an appropriate placement. The parties stated that the Agreement would not be “treated as an admission by either party as to the appropriateness of R.C.’s educational program/placement for the 2025-2026 and 2026-2027 school years” and they retained “all rights regarding academic program and placement for the 2026-2027 school year.” Further, the parties limited tuition reimbursement to the 2025-2026 school year.

In other words, I **CONCLUDE** that the parties placed sufficient limitations within the Agreement by explicitly reimbursing R.C.’s parents for only the 2025-2026 school year and indicating that there was no agreement as to placement or appropriateness of SAR for the 2025-2026 or 2026-2027 school years.

Given my discussion of the facts and law addressing stay-put, I **CONCLUDE** that petitioners are not entitled to stay-put, requiring the respondent to continue funding R.C.’s placement at SAR pending the disposition of the due process petition.

ORDER

Based on the foregoing, I **ORDER** that petitioners are not entitled to stay-put requiring the respondent to continue funding R.C.’s placement at SAR pending the disposition of the due process petition. Despite the inartful pleadings, I **GRANT** respondent’s request for relief regarding stay-put and **DENY** the petitioner’s cross-motion for invocation of stay-put.

This order on application for emergency relief remains in effect until a final decision is issued on the merits of the case. If the parent or adult student believes that this order is not being fully implemented, then the parent or adult student is directed to communicate that belief in writing to the Director of the Office of Special Education. Since the parents requested the due process hearing, this case is returned to the Department of Education for a local resolution session under 20 U.S.C. § 1415(f)(1)(B)(i).

August 25, 2026



DATE

NANCI G. STOKES, ALJ

Date Received at Agency

Date Mailed to Parties: