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14 SEQUOIA UNION HIGH SCHOOL DISTRICT

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 TIDE RISING, an unincorporated association
18 of parents and guardians; A.P., a minor, by and
19 through his Guardian ad Litem; J.P.

20 Plaintiffs,

21 v.

22 SEQUOIA UNION HIGH SCHOOL
23 DISTRICT,

24 Defendant.

Case No. 3:26-cv-00987-TLT

**DEFENDANT SEQUOIA UNION HIGH SCHOOL
DISTRICT'S OPPOSITION TO PLAINTIFFS'
MOTION FOR TEMPORAY RESTRAINING
ORDER**

Date: March 3, 2026
Time: 2:00 PM
Location: Courtroom 9 – 19th Floor
450 Golden Gate Ave
San Francisco, CA 94102

Hon. Trina L. Thompson

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I. INTRODUCTION

1 Plaintiffs are seeking extraordinary emergency relief that would override the Sequoia Union High
2 School District’s (the “District”) governance decisions and effectively dictate school configuration and
3 enrollment administration by preventing the District from both closing or ceasing operations at TIDE
4 Academy (“TIDE”) and enforcing a March 9, 2026 school selection deadline.
5

6 Under these circumstances, Plaintiffs are not seeking a narrow prohibitory order that preserves
7 the status quo. They seek a mandatory TRO compelling the District to continue operating a particular
8 school and program model and to halt districtwide enrollment planning. Mandatory preliminary
9 injunctions are “particularly disfavored,” are subject to heightened scrutiny, and should not issue unless
10 the facts and law clearly favor the moving party.

11 Plaintiffs cannot meet that heightened standard. Title II of the ADA and Section 504 prohibit
12 disability discrimination and require reasonable modifications when necessary, but they do not give
13 Plaintiffs the right to freeze a school closure decision or to require the District to preserve a specific
14 campus and institutional model. The District remains obligated to implement IEPs under IDEA and
15 Section 504 plans regardless of school site. Plaintiffs’ claimed harms are speculative and forward
16 looking, and speculation is not irreparable harm. The Court should deny the TRO.

II. BACKGROUND

17 TIDE Academy was created as an alternative, small-scale high school program within the District
18 to serve students seeking a smaller learning environment or non-traditional structure. (Declaration of
19 Crystal Leach (“Leach Decl.”) ¶¶ 2–4.) It was not designed, approved, or designated as a therapeutic or
20 special education campus, and it does not operate as a specialized placement for students with
21 disabilities. (*Id.* ¶¶ 3–4.) TIDE is, and has always been, one of several comprehensive and alternative
22 school options within the District. (*Id.* ¶ 5.) The presence of students with IEPs or Section 504 plans at
23 TIDE reflects the District’s obligation to serve students with disabilities across all of its campuses, not
24 the existence of a disability-exclusive or disability-dependent program at TIDE. (Declaration of Ilja Van
25 Laar (“Van Laar Decl.”) ¶¶ 2–5.)
26

27 The District implements Individualized Education Programs (“IEPs”) pursuant to the Individuals
28 with Disabilities Education Act (“IDEA”) and Section 504 plans pursuant to Section 504 of the

1 Rehabilitation Act across all District school sites. (Van Laar Decl. ¶¶ 2–3.) An IEP is the governing
2 document that specifies a student’s individualized services, accommodations, supports, and placement,
3 and those services are delivered by credentialed education specialists, related service providers, and
4 support staff in accordance with the IEP. (*Id.* ¶¶ 7, 11.) Section 504 plans similarly set forth the
5 accommodations and supports necessary to provide equal access to District programs and are
6 implemented by site-based teams at each campus. (Van Laar Decl. ¶¶ 7, 11.) The District’s obligation to
7 implement IEPs and 504 plans applies regardless of school site, and the supports provided at TIDE are
8 not unique to that campus nor dependent on its physical location. (*Id.* ¶¶ 3, 5, 7, 11.) Accordingly,
9 students’ services and accommodations are tied to their individualized plans rather than to attendance at a
10 particular school facility.

11 Consistent with that understanding, and as part of broader enrollment and fiscal considerations
12 affecting the District as a whole, the Board conducted an evaluation of TIDE’s long-term viability along
13 with other operational factors. On February 4, 2026, following a deliberative public process, the
14 District’s Board voted to close TIDE Academy effective June 30, 2026 and to relocate the academic
15 program to Woodside High School beginning in the 2026–2027 school year. (Leach Decl. ¶¶ 11–13.) The
16 closure decision applied to the entire school and all students enrolled at TIDE and followed a multi-
17 month review process that began in November 2025 and included Board direction to develop a transition
18 process, question-and-answer sessions with parents and staff, written FAQs, data and information
19 sessions, and a public Board study session on January 26, 2026. (Leach Decl. ¶¶ 11, 14; District Website
20 Closure Announcement, SUHSD Board Votes to Move TIDE Academy to Woodside High School
21 Beginning in the 2026–27 School Year (Feb. 2026), attached as Exhibit A to Declaration of Crystal
22 Leach.) Superintendent Leach presented multiple options to the Board, including keeping TIDE open for
23 several additional years or closing TIDE in 2026. (*Id.* ¶¶ 12–13.) The recommendations were based on
24 program viability, fiscal sustainability, student experience, and feasibility within operational constraints.
25 (*Id.* ¶¶ 12–13.)

26 At the time the Board considered the closure, TIDE’s enrollment had declined to approximately
27 195 students, with class sizes ranging from as few as four students to twenty-two students. (Leach Decl. ¶
28 7.) TIDE was underenrolled relative to its operational capacity and overstaffed relative to its enrollment.

1 (*Id.* ¶ 8.) Consequently, its per-pupil expenditures were substantially higher than other District high
2 schools. (*Id.* ¶¶ 6, 9–10.) The Board determined that maintaining a fully staffed comprehensive high
3 school program at those enrollment levels was not fiscally sustainable. (*Id.* ¶ 10.)

4 In conjunction with the February 4, 2026 vote, the District asked families to indicate by March 9,
5 2026 whether they prefer enrollment at Woodside High School or another District school for the 2026–
6 2027 school year. (Leach Decl. ¶¶ 15, 19.) The March 9 date is a logistics and staffing planning
7 milestone intended to allow the District to determine staffing assignments and master scheduling for the
8 upcoming school year. (*Id.* ¶¶ 19-20.) Students who do not make a selection will be assigned to their
9 school of residence. (*Id.* ¶¶ 16–18.) Importantly, families may still request placement changes after the
10 March 9 date. (*Id.* ¶¶ 16–18, 20.) Students will not attend new campuses until August 12, 2026. (*Id.* ¶
11 21.) Prior to the next school year, the District will conduct individualized meetings with students and
12 families to ensure continuity of student services following their placements. (*Id.* ¶¶ 19, 22-24.)

13 The District’s publicly posted FAQ addresses disability-related support. As Plaintiffs
14 acknowledge, the FAQ states: “Students with 504 plans at TIDE Academy already receive supports that
15 are individualized, portable, and fully implementable at larger comprehensive sites.” (Dkt. No. 29,
16 Declaration of Jay Jambeck in Support of Injunctive Relief (“Jambeck Decl.”) ¶ 8.) The District’s
17 evidence confirms that the same is true for IEP services. The District provides special education and
18 related services across all school sites, and its obligation to implement IEPs and Section 504 plans
19 applies regardless of the campus a student attends. (Van Laar Decl. ¶¶ 2–3, 11.)

20 Currently, 47 students at TIDE have IEPs and 32 students have Section 504 plans. (Van Laar
21 Decl. ¶ 5.) After graduating seniors, 34 students with IEPs and 26 students with Section 504 plans will
22 transition to other District sites. (*Id.*) The special education supports provided at TIDE are not unique to
23 that campus and are not dependent on its physical location. (*Id.* ¶¶ 6-11; Leach Decl. ¶¶ 26-27.) **No**
24 **student’s IEP or 504 plan requires services to be delivered at TIDE specifically.** (*Id.* ¶¶ 6-13.) All
25 District school sites have staff and systems in place to implement IEPs and Section 504 plans, and the
26 District can assign, reassign, or hire personnel as necessary to ensure required services are delivered at
27 receiving campuses. (*Id.* ¶¶ 6–13.)

28 Once a student’s site placement is identified, the District will review the student’s IEP or Section

1 504 plan, ensure staff at the receiving campus are prepared to implement required services and
2 accommodations, and convene meetings as needed to ensure continuity. (Leach Decl. ¶¶ 23–24; Van
3 Laar Decl. ¶ 9.) The District remains legally obligated to implement all IEPs and Section 504 plans
4 without interruption. (Leach Decl. ¶¶ 22, 38–40; Van Laar Decl. ¶¶ 10, 13.)

5 The record before the Court reflects that the District’s decision is being implemented in an
6 orderly and deliberate manner consistent with its ongoing legal obligations. To the extent Plaintiffs
7 suggest that the transition creates an emergency or renders relief impossible, the evidence demonstrates
8 otherwise. Specifically, Defendants will submit evidence establishing that: (1) students remain enrolled
9 and served through June 30, 2026; (2) the District will continue to implement IEPs and Section 504 plans
10 regardless of school site; (3) the March 9 deadline is an administrative planning milestone for staffing
11 and master scheduling, not an attempt to evade judicial review; and (4) the District has not taken
12 irreversible steps that would prevent effective relief if Plaintiffs ultimately prevail.

13 III. LEGAL STANDARD

14 A TRO is an extraordinary remedy. Plaintiffs must establish: (1) likelihood of success on the
15 merits, (2) likelihood of irreparable harm absent relief, (3) that the balance of equities tips in their favor,
16 and (4) that an injunction is in the public interest. (*Winter v. Natural Resources Defense Council, Inc.*,
17 555 U.S. 7, 20 (2008); *Rodde v. Bonta*, 357 F.3d 988, 994 (9th Cir. 2004) citing *Johnson v. Cal. State Bd.*
18 *of Accountancy*, 72 F.3d 1427, 1430 (9th Cir. 1995).)

19 I. Mandatory TRO relief is subject to heightened scrutiny.

20 When a plaintiff seeks a mandatory injunction that goes beyond preserving the status quo and
21 compels affirmative action, courts apply heightened scrutiny and do not grant relief unless the facts and
22 law clearly favor the moving party. (*Stanley v. Univ. of Southern Cal.*, 13 F.3d 1313, 1319-1320 (9th Cir.
23 1994).) Preliminary injunctions that require the enjoined party to undertake affirmative conduct “should
24 not be issued unless the facts and the law clearly favor the moving party.” (*Cupolo v. Bay Area Rapid*
25 *Transit*, 5 F.Supp. 1078, 1082 (N.D. Cal. 1987) citing to *Dahl v. HEM Pharmaceuticals Corp.*, 7 F.3d
26 1399, 1403 (9th Cir. 1993); *see also Anderson v. United States*, 612 F.2d 1112, 1114 (9th Cir. 1979); *see*
27 *also Martin v. International Olympic Comm.*, 740 F.2d 670, 675 (9th Cir. 1984) (when party “seeks
28 mandatory preliminary relief that goes well beyond maintaining the status quo *pendente lite*, courts

1 should be extremely cautious about issuing a preliminary injunction.”) As discussed below, Plaintiffs
 2 have not and cannot meet the Ninth Circuit’s heightened standard for mandatory injunctive relief.

3 **2. Irreparable harm must be likely, not merely possible.**

4 A “possibility” of irreparable harm is too lenient. Plaintiffs must show irreparable injury is *likely*
 5 in the absence of an injunction, not just possible. (*Ctr. for Food Safety v. Vilsack*, 636 F.3d 1166, 1172-
 6 1173 (9th Cir. 2011); *see also Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 725 (9th Cir. 1999)
 7 (preliminary injunction requires “significant threat of irreparable injury”).) Irreparable harm is absent
 8 where an award of monetary damages “or some other legal remedy at a later date” will make the plaintiff
 9 whole. (*Edge Games, Inc. v. Elec. Arts, Inc.*, 745 F. Supp. 2d 1101, 1117 (N.D. Cal. 2010).) Under the
 10 present circumstances, Plaintiffs cannot make a showing of irreparable harm.

11 **IV. ARGUMENT**

12 **A. Plaintiffs seek a disfavored mandatory TRO and cannot satisfy the heightened standard.**

13 Plaintiffs ask the Court to halt implementation of a Board decision and to stop the District from
 14 administering the March 9 enrollment planning deadline. This request would compel affirmative conduct
 15 and alter the status quo. The Ninth Circuit is “extremely cautious” about mandatory preliminary
 16 injunctions and applies heightened scrutiny. (*Martin*, 740 F.2d at p. 675.) Mandatory injunctions are
 17 particularly disfavored and should not issue unless the facts and law clearly favor the moving party.
 18 (*Cupolo*, 5 F. Supp. at 1082.) Plaintiffs’ showing falls well short.

19 Granting the requested TRO would force the District to undo months of planning, freeze staffing
 20 and budgeting decisions, and operate a school it has determined is fiscally unsustainable. Courts are
 21 particularly reluctant to issue mandatory relief that intrudes upon public entities’ policy and budgetary
 22 determinations. (*See Horne v. Flores*, 557 U.S. 433, 448 (2009) holding, “Federalism concerns are
 23 heightened when, as in these cases, a federal court decree has the effect of dictating state or local budget
 24 priorities. States and local governments have limited funds. When a federal court orders that money be
 25 appropriated for one program, the effect is often to take funds away from other important programs.”; *see*
 26 *also Missouri v. Jenkins*, 515 U.S. 70, 131 (1995) (Thomas, J., concurring) noting, “Federal courts ‘do
 27 not possess the capabilities of state and local governments in addressing difficult educational problems.”;
 28 *see also Milliken v. Bradley*, 418 U.S. 717, 741–42 (1974) holding, “No single tradition in public

1 education is more deeply rooted than local control over the operation of schools; local autonomy has long
2 been thought essential both to the maintenance of community concern and support for public schools and
3 to quality of the educational process.”; *see also Rizzo v. Goode*, 423 U.S. 362, 378 (1976) holding that,
4 “[W]here...the exercise of authority by state officials is attacked, federal courts must be constantly
5 mindful of the ‘special delicacy of the adjustment to be preserved between federal equitable power and
6 State administration of its own law.’”)Because Plaintiffs seek to compel operational and fiscal decisions
7 of the District, not merely to prevent imminent harm, they must make a clear showing that the law and
8 facts overwhelmingly favor them. They have not done so.

9 **B. Plaintiffs are not likely to succeed on the merits because federal disability law does not**
10 **require the District to preserve a specific campus or program model, and the relief sought**
11 **would exceed what Title II and Section 504 require.**

12 The Ninth Circuit has held that the ADA cannot be used as a discretionary tool for parents to
13 unilaterally force their preferred educational placement. (*Gregory K. v. Longview Sch. Dist.*, 811 F.2d
14 1307, 1314 (9th Cir. 1987) (a school district’s proposed placement is not inappropriate because the
15 student’s parents prefer an alternative placement). Additionally, “An ‘appropriate’ special public
16 education does not mean the absolutely best or “potential-maximizing” education for the individual
17 child.” (*Id.* at 1314 citing to *Bd. of Educ. v. Rowley*, 458 U.S. 176, n.21 (1982).) Furthermore, the Ninth
18 Circuit has held that educational institutions’ academic decisions are entitled to deference in the context
19 of ADA and Rehabilitation Act cases. (*See Zukle v. Regents of University of California*, 166 F.3d 1041,
20 1047 (9th Cir. 1999); *see also Board of Curators of Univ. of Missouri v. Horowitz*, 435 U.S. 78, 92
21 (1978) concluding that “[c]ourts are particularly ill-equipped to evaluate academic performance.”).

22 Here, Plaintiffs’ likelihood of success argument rests on a fundamental mischaracterization of
23 federal disability law. They do not allege that the District has refused to implement any student’s IEP or
24 Section 504 plan. Nor do they identify any service that will be unavailable at receiving campuses.
25 Instead, Plaintiffs contend that the District must preserve TIDE Academy itself because its small size and
26 program structure are *preferable* for certain students. But neither Title II nor Section 504 transforms a
27 preferred school campus, enrollment model, or educational configuration into a legally-mandated
28 accommodation. Federal disability law protects against exclusion and unequal treatment. It does not
freeze public entities’ policy decisions regarding school consolidation, staffing, or campus organization

1 so long as students with disabilities continue to receive equal access to services and reasonable
2 accommodations.

3 **1. Title II and Section 504 prohibit disability discrimination.**

4 Title II provides that no “qualified individual with a disability shall, by reason of such disability,
5 be excluded from participation in or be denied the benefits of the services, programs, or activities of a
6 public entity, or be subjected to discrimination by any such entity.” (42 U.S.C. § 12132.) Section 504
7 similarly provides that no “otherwise qualified individual with a disability” shall, “solely by reason of her
8 or his disability,” be excluded from participation in, denied benefits of, or be subjected to discrimination
9 under any program or activity receiving federal financial assistance. (29 U.S.C. § 794(a).)

10 Here, Plaintiffs’ theory attempts to convert a preference for the TIDE setting into a right to keep a
11 particular school open. But Title II and Section 504 are anti-discrimination statutes. They require equal
12 access and reasonable accommodation, not judicial takeover of school district configuration decisions
13 entitled to deference. (*See Zukle*, 166 F.3d at 1047.) So long as students with disabilities continue to
14 receive the services and accommodations to which they are entitled, federal disability law does not
15 authorize courts to override neutral, broadly applicable policy decisions about school consolidation or
16 program configuration based on student preference. (*See Gregory K.*, 811 F.2d at 1314.)

17 **2. The ADA reasonable modification duty is not unlimited and does not require**
18 **fundamental alteration.**

19 The Title II regulation requires a public entity to make reasonable modifications in policies,
20 practices, or procedures when necessary to avoid discrimination, unless the entity can demonstrate the
21 modification would fundamentally alter the nature of the service, program, or activity. (28 C.F.R. §
22 35.130(b)(7)(i).) The Ninth Circuit has held that both the ADA and the Rehabilitation Act do not require
23 an institution to “make fundamental or substantial alterations to its programs or standards.” (*Zukle v.*
24 *Regents of the Univ. of Calif.*, 166 F.3d 1041, 1046 (9th Cir. 1999); see also *Southeastern Community*
25 *College v. Davis*, 442 U.S. 397, 413 (1979), holding that modifications that would have compromised the
26 essential nature of the college’s nursing program were unreasonable.) “The balance struck in *Davis*
27 requires that an otherwise qualified handicapped individual must be provided with meaningful access to
28 the benefit that the grantee offers. The benefit itself, of course, cannot be defined in a way that effectively

1 denies otherwise qualified handicapped individuals the meaningful access to which they are entitled; to
2 assure meaningful access, reasonable accommodations in the grantee's program or benefit may have to be
3 made.” (*Alexander v. Choate*, 469 U.S. 287, 301 (1985).)

4 A TRO compelling the District to keep operating a specific campus and to suspend districtwide
5 enrollment planning is not a modest modification. It is a fundamental alteration of the District’s
6 governance decision and its districtwide staffing and scheduling process. Plaintiffs do not show the ADA
7 requires that outcome. Indeed, it does not. Plaintiffs identify no authority suggesting that Title II or
8 Section 504 obligates a school district to preserve a particular campus. Plaintiffs seek relief far beyond
9 what the ADA requires. Moreover, because the District remains committed, and legal obligated, to
10 implementing all IEPs and Section 504 plans at receiving campuses, the relief Plaintiffs seek is
11 unnecessary.

12 **3. Plaintiffs cannot establish likely discrimination or denial of meaningful access.**

13 Plaintiffs do not identify any student who is currently being denied IEP services, 504
14 accommodations, or meaningful access to a public education because of disability. Nor do they point to
15 any provision of any IEP or 504 plan that the District has refused to implement. Their harm case rests on
16 predictions and speculation about what may occur after a transition and generalized fears about larger
17 campuses. That is not a likelihood of success showing.

18 Such conjecture does not establish that discrimination is occurring, or is likely to occur, within
19 the meaning of Title II or Section 504. The ADA does not require a public entity to guarantee that every
20 student will prefer the setting in which services are delivered; it requires only that students with
21 disabilities receive equal access and reasonable accommodations.

22 **C. Plaintiffs fail to show irreparable harm because their claimed injuries are speculative and**
23 **not imminent.**

24 Under *Winter*, Plaintiffs must show irreparable harm is likely, not merely possible. (*Winter*, 555
25 U.S. at 20.) Plaintiffs’ declarations describe anxiety, uncertainty, and predicted negative outcomes if
26 students move campuses. Those are not imminent injuries establishing that irreparable harm is likely
27 before the merits can be adjudicated but rather speculative fears of future harm which are insufficient to
28 warrant emergency injunctive relief. (*See Goldie’s Bookstore, Inc. v. Superior Court of State of Cal.*, 739

1 F.2d 466, 472 (9th Cir. 1984), holding that speculative injury does not constitute irreparable injury.)
2 Furthermore, any alleged injury depends on a chain of assumptions including that services will not
3 transfer, that placements will be inappropriate, and that support structures will fail. These assumptions
4 are not only unsupported by the record but are also directly contradicted by the District’s sworn
5 declarations. Such conjecture cannot satisfy *Winter*’s stringent irreparable harm requirement.

6 The District is taking proactive steps to ensure continuity of services for all students transitioning
7 from TIDE, including meeting individually with each student and family to develop a transition plan
8 once site placement is determined. (Leach Decl. ¶¶ 19, 23–24.) This individualized process includes
9 review of each student’s existing IEP or Section 504 plan, coordination with staff at the receiving
10 campus, and advance planning to ensure that required accommodations and related services are in place
11 before the start of the 2026–2027 school year. (Leach Decl. ¶ 24; Van Laar Decl. ¶¶ 7–10.) The services
12 provided pursuant to IEPs and Section 504 plans are not unique to TIDE and are implemented across all
13 District school sites. (Van Laar Decl. ¶¶ 38, 13.) Many TIDE students who have IEPs or Section 504
14 plans receive routine services and accommodations commonly provided at all District campuses. (Leach
15 Decl. ¶¶ 25, 27–28; Van Laar Decl. ¶ 7.) Because these services are portable and will remain available
16 regardless of site placement, Plaintiffs’ claimed injuries amount to speculation about potential future
17 dissatisfaction with a different campus environment rather than imminent deprivation of any legally
18 required services after placement at a new campus.

19 Furthermore, Plaintiffs argue the March 9, 2026 date creates an “urgent need” for judicial
20 intervention and that families will be forced to commit to placements that “moot” relief. That framing is
21 incorrect. The March 9 date is a logistics and staffing planning date, not an emergency cutoff for student
22 services or an irreversible commitment. (Leach Dec. ¶¶ 18–20, 38–42.) The District requested that
23 families indicate by March 9 whether they prefer Woodside High School or a different District school so
24 the District can plan staffing and scheduling for the 2026–2027 school year. (*Id.* at ¶¶ 15, 19.) If a student
25 initially selects Woodside High School and later changes that preference before the school year begins,
26 the District can still accommodate that change. (*Id.* at ¶¶ 17–19.) In all events, a student’s IEP or 504 plan
27 remains in effect regardless of the site selection, and the District’s obligation to implement those plans
28 continues without interruption. (*Id.* at ¶¶ 22–24; Van Laar Decl. ¶¶ 7–13.) Because March 9 is a planning

1 milestone rather than an emergency deadline, Plaintiffs cannot establish that irreparable harm is likely or
2 imminent before the Court can adjudicate the matter on the merits.

3 **D. The balance of equities and public interest weigh strongly against a TRO that would disrupt**
4 **districtwide planning and dictate operational outcomes.**

5 The Court must consider the balance of equities and public interest, both of which require denial
6 of the requested TRO. Here, the requested TRO would disrupt districtwide staffing allocations, master
7 schedule development, and resource planning for multiple campuses, affecting students and families far
8 beyond the Plaintiffs in this case. Courts are particularly cautious when asked to grant relief that would
9 force an institution to redirect resources and change operational planning. (*See Horne*, 557 U.S. at 448;
10 *see also Jenkins*, 515 U.S. at 131 (Thomas, J., concurring); *see also Rizzo*, 423 U.S. at 378; *see also*
11 *Milliken*, 418 U.S. at 741–42.) The equitable restraint principles that animate heightened scrutiny of
12 mandatory injunctions apply with full force here.

13 Both federal and state law recognize that courts may not compel public entities to expend funds in
14 a manner not authorized by governing bodies or to override core fiscal and policy determinations
15 committed to elected officials. (*See Office of Pers. Mgmt. v. Richmond*, 496 U.S. 414, 424–25 (1990)
16 (courts may not order payment of funds absent lawful authorization); *Bowen v. Gilliard*, 483 U.S. 587,
17 598 (1987) (governmental decisions about how to spend public funds are matters of legislative policy);
18 *see also California Sch. Bds. Ass’n v. State of California*, 192 Cal. App. 4th 770, 798–99 (2011)
19 (recognizing limits on judicial authority to direct appropriations or reallocation of public funds); *Butt v.*
20 *State of California*, 4 Cal. 4th 668, 695–703 (1992) (emphasizing separation-of-powers constraints in
21 fiscal matters).) The authority to allocate public resources, including decisions about school operations,
22 staffing, and campus configuration, rests with the District’s governing Board, not the judiciary.

23 An order compelling the District to continue operating TIDE would necessarily require the
24 expenditure of millions of dollars in staffing and operational costs that the Board has determined are
25 fiscally unsustainable and has voted not to incur. (Leach Decl. ¶¶34-37, 42.) Courts are not empowered
26 to substitute their judgment for that of local officials on how limited educational funds should be
27 allocated among competing priorities. (*See Horne*, 557 U.S. at 448; *see also Jenkins*, 515 U.S. at 131
28 (Thomas, J., concurring); *see also Rizzo*, 423 U.S. at 378; *see also Milliken*, 418 U.S. at 741–42.)

1 Granting the requested TRO would intrude upon the District’s core budgetary authority and require
 2 judicial control over how public education funds are deployed which neither the ADA nor Section 504
 3 authorizes.

4 In addition, the requested TRO would create significant logistical disruption across the District, to
 5 the detriment of students, teachers, and support staff who are not parties to this litigation. (Leach Decl. ¶¶
 6 19, 30–33, 42.) Enrollment planning, master scheduling, staffing assignments, and course offerings for
 7 the 2026–2027 school year are already underway and depend on knowing where students will enroll. (*Id.*
 8 ¶¶ 19, 30–32.) Freezing implementation of the Board’s decision, including the March 9, 2026 school
 9 election date, would leave teachers and classified staff in limbo, delay hiring and reassignment decisions,
 10 and impair the District’s ability to finalize schedules and allocate resources for all campuses. (*Id.* ¶¶ 29–
 11 33, 41–42.) Such uncertainty would not be limited to TIDE; it would ripple across receiving schools and
 12 affect hundreds of other students who rely on stable course scheduling and staffing. The public interest
 13 does not favor judicial intervention that disrupts districtwide planning and creates uncertainty for
 14 educators, administrators and students alike, particularly where Plaintiffs have not demonstrated
 15 imminent denial of any legally required services.

16 **E. A TRO is unnecessary in light of the evidence submitted by the District.**

17 Based on the evidence submitted by the District through the declarations of Superintendent
 18 Crystal Leach and Executive Director of Special Education Ilja Van Laar, it is clear that a TRO
 19 preventing the District from seeking parental decisions for student placements by March 9 is completely
 20 unnecessary. As confirmed by Superintendent Leach and Executive Director Van Laar: no student will be
 21 involuntarily transferred to another school before June 30, 2026; the District will be holding
 22 individualized transition meetings for families with students on IEPs or 504 plans to ensure continuity of
 23 services; and families will be provided with flexibility in making school selection decisions after March
 24 9, as the Superintendent retains discretion to accommodate late requests. Because these administrative
 25 measures ensure that no immediate or irreparable harm exists, judicial intervention is unwarranted.

26 **V. CONCLUSION**

27 Plaintiffs seek disfavored mandatory TRO relief. They do not show likely success under Title II
 28 or Section 504, they do not show irreparable harm is likely as *Winter* requires, and the balance of equities

1 and public interest weigh strongly against judicial intrusion into districtwide staffing, scheduling, and
2 governance decisions. The Court should deny the TRO.

3
4 Dated: February 24, 2026

BERTRAND, FOX, ELLIOT, OSMAN & WENZEL

5
6 By: /s/ Richard W. Osman

7 Richard W. Osman

8 Sheila D. Crawford

9 Ana K. Sanderson

Attorneys for Defendant

10 SEQUOIA UNION HIGH SCHOOL DISTRICT
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13 Attorneys for Defendant
14 SEQUOIA UNION HIGH SCHOOL DISTRICT

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 TIDE RISING, an unincorporated association
18 of parents and guardians; A.P., a minor, by and
19 through his Guardian ad Litem; J.P.

20 Plaintiffs,

21 v.

22 SEQUOIA UNION HIGH SCHOOL
23 DISTRICT,

24 Defendant.

Case No. 3:26-cv-00987-TLT

**DECLARATION OF CRYSTAL LEACH IN
SUPPORT OF DEFENDANT SEQUOIA UNION
HIGH SCHOOL DISTRICT’S OPPOSITION TO
PLAINTIFFS’ MOTION FOR TEMPORARY
RESTRAINING ORDER**

Date: March 3, 2026
Time: 2:00 PM
Location: Courtroom 9 – 19th Floor
450 Golden Gate Ave
San Francisco, CA 94102

Hon. Trina L. Thompson

25 I, Crystal Leach, hereby declare:

26 1. I am the Superintendent of the Sequoia Union High School District (“District”). I have
27 served in this role since 2023. Prior to my appointment as Superintendent, I led the district as Interim
28 Superintendent. As Superintendent, I am responsible for oversight of District operations, enrollment
planning, staffing, fiscal management, and implementation of Board decisions. As such, I have personal
knowledge of the facts and circumstances surrounding this matter and could, if called, competently
testify thereto.

1 2. TIDE Academy (“TIDE”) was originally created as an alternative, small-scale high school
2 program within the District.

3 3. At its inception, TIDE functioned primarily as an overflow and alternative enrollment site
4 to accommodate students seeking a smaller learning environment or non-traditional structure. It was not
5 established as a special education school, nor was it created to serve as a specialized placement for
6 students with disabilities.

7 4. TIDE was not designed or approved as a therapeutic, neurodivergent, or disability-specific
8 program. It is a general education public high school within the District.

9 5. While TIDE has successfully served many students, including students with disabilities, it
10 has always operated as one of several comprehensive and alternative school options within the District.

11 6. Over the past several years, TIDE has experienced declining enrollment. TIDE is
12 currently both underenrolled and overstaffed relative to enrollment.

13 7. At the time the Board considered closure, TIDE enrollment had fallen to approximately
14 195 students, with class sizes ranging from the smallest class size of 4 students to the largest class size of
15 22 students.

16 8. Consequently, TIDE’s enrollment levels are significantly below its operational capacity
17 and well below enrollment levels at other District high schools.

18 9. Because of low enrollment and current staffing levels, TIDE’s per-pupil expenditure is
19 substantially higher than other District high schools.

20 10. Maintaining a fully staffed, comprehensive high school program at such low enrollment
21 levels is not fiscally sustainable.

22 11. To address these concerns, the District followed a deliberative process that began in
23 November 2025 and included Board direction to develop a process, question and answer sessions with
24 parents and staff, written FAQs, data and information sessions, and a Board study session on January 26,
25 2026. Attached hereto as Exhibit A is a true and correct copy of the online District Website Closure
26 Announcement dated February 15, 2026 and titled, “SUHSD Board Votes to Move TIDE Academy to
27 Woodside High School Beginning in the 2026–27 School Year.” This Exhibit is also available at:
28 <https://www.seq.org/ABOUT-US/Superintendent/TIDE-Academy-Process-and-Plan-Information->

1 [Page/index.html](#).

2 12. The Board considered multiple options, including keeping TIDE open for several
3 additional years and closing TIDE in 2026.

4 13. After reviewing program viability, fiscal sustainability, student experience, and feasibility
5 within operational constraints, the Board voted on February 4, 2026 to close TIDE effective June 30,
6 2026 and to relocate the academic program to Woodside High School beginning in the 2026–2027 school
7 year based on these legitimate, neutral fiscal and enrollment considerations.

8 14. The closure decision applied to the entire school and all students enrolled at TIDE.

9 15. Pursuant to the February 4th vote, families should indicate where their student intends to
10 enroll for the 2026–2027 school year by March 9, 2026. Students may opt in to attend Woodside High
11 School or select another school within the District.

12 16. If a family does not make a selection by March 9, 2026, the student will automatically be
13 assigned to their school of residence.

14 17. If a student opts in to attend Woodside High School or selects another school in the
15 District by March 9, 2026, families may later decide to have their student attend their school of residence
16 instead.

17 18. As Superintendent, I retain discretion to review and accommodate any and all requests to
18 change enrollment decisions after March 9, 2026.

19 19. March 9, 2026 is primarily an operational planning deadline so that the District can
20 determine staffing assignments and ensure continuity of student services.

21 20. The March 9, 2026 date does not eliminate student rights, does not eliminate access to
22 services, and does not foreclose placement options.

23 21. Additionally, students will not attend new campuses until August 12, 2026.

24 22. Regardless of student placement decisions, the District is legally obligated to implement
25 student Individualized Education Programs (“IEP”) and Section 504 plans. Those obligations remain
26 unchanged.

27 23. Once a student’s site placement is identified, the student’s IEP team will meet to ensure
28 services are implemented at the receiving campus.

1 24. To ensure continuity of services and support at the receiving campus, the District will
2 meet individually with each student and family to develop a transition plan. This process includes
3 reviewing the student’s current IEP or Section 504 plan and addressing any site-specific logistics before
4 the start of the 2026–2027 school year.

5 25. Many TIDE students have IEPs and Section 504 plans requiring standard accommodations
6 routinely provided across all sites.

7 26. I have reviewed the eleven parent declarations submitted in support of the TRO.

8 27. Based on review of each of the eleven parent declarations, the services described in those
9 declarations can be provided at other District campuses.

10 28. None of the declarations identify a service that is uniquely available only at TIDE.

11 29. To the extent parents express preference for a smaller campus environment, that
12 preference does not alter the District’s obligation, which is to implement the student’s IEP in the least
13 restrictive environment rather than to maintain a particular campus.

14 30. The District has implemented a hiring freeze pending student placements.

15 31. Staffing for the 2026–2027 school year depends on where students elect to enroll.

16 32. The District intends, where feasible, for TIDE teachers to follow students to receiving
17 campuses to preserve continuity.

18 33. If the TRO is granted, the District will be unable to finalize staffing assignments and
19 determine which teachers follow which student cohorts.

20 34. Maintaining TIDE for an additional year would require approximately \$8 million in
21 staffing expenditures alone.

22 35. The District has already reduced support staff and initiated layoffs in response to fiscal
23 realities.

24 36. Keeping an underenrolled and overstaffed campus open would further strain District
25 finances and impair planning for all students.

26 37. The District’s decision to close TIDE was based on legitimate, neutral enrollment and
27 fiscal considerations.

28 38. The District remains fully committed to implementing all IEPs and Section 504 plans.

1 39. Students will continue to receive required accommodations at their receiving campuses.

2 40. The March 9 date does not create irreparable harm for students.

3 41. No student will lose services, placement rights, or access to educational programming
4 between now and June 30, 2026, and no student will attend a different campus until August 12, 2026.

5 42. Granting the TRO would significantly disrupt staffing, budgeting, and planning for the
6 upcoming school year.

7

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct, and that this declaration was executed on the 24th day of February, in Redwood City,
10 California.

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Crystal Leach

EXHIBIT A

EXHIBIT A

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SUHSD BOARD VOTES TO MOVE TIDE ACADEMY TO WOODSIDE HIGH SCHOOL BEGINNING IN THE 2026-27 SCHOOL YEAR

On February 4, the Sequoia Union High School District (SUHSD) Board of Trustees voted to close TIDE Academy on June 30, 2026, and move the academic program to Woodside High School starting in the 2026-27 school year. The decision follows a deliberative process that began at the November 12 Board meeting, when a Temporary Superintendent’s Committee composed of Trustees Rich Ginn and Mary Beth Thompson provided a report-out on its review of enrollment, program offerings, and the long-term fiscal health of the District.

Speaking on behalf of the Committee at the November 12 meeting, Trustee Thompson reported that because TIDE Academy is such a small school, it requires a disproportionate amount of resources to operate over time, and recommended that the Board direct the superintendent to develop and bring forward a clear plan to discuss and consider a possible closure of TIDE Academy at the December 10, 2025, board meeting. Since that time, the district has conducted numerous question and answer sessions with parents and staff, provided answers via a written FAQ, held data and information sessions, including a Board study session on January 26, according to a plan that was presented to the Board on December 10, 2025.

Last night, Superintendent Crystal Leach presented three options to the Board, explaining that her recommendation was developed according to these guiding principles and considerations: program viability, fiscal sustainability, student experience, and feasibility within operational constraints:

- Close TIDE Academy June 30, 2026, and move the academic program to Woodside High School starting in the 26/27 school year.
- Close TIDE Academy June 30, 2027, and move the academic program to Woodside High School starting in the 27/28 school year.
- Close TIDE Academy June 30, 2029, allowing the three remaining classes to graduate from TIDE Academy.

“The Board made a very difficult decision last night,” said Superintendent Leach. “We heard from students, parents and staff that TIDE has become a safe and comfortable place for them, and yet we still had to address the long-term sustainability issues that are the responsibility of a School Board to ensure that we can serve all students across the District. The option the Board chose will ensure that current students have the option to stay together, and will allocate future resources to serve students across the District. Now we begin the next phase: working with each and every TIDE student and staff member to ensure a smooth transition.”

Leach noted that while Sequoia Union High School District is relatively well funded compared to some neighboring districts, the District’s resources are not unlimited. “We face increasing pressures to offer competitive compensation in a high-cost region to attract and retain high-quality educators, while simultaneously responding to the growing mental health and social-emotional needs of students at every school site.”

TIDE Academy opened in August 2019 (2019–20) as a small public high school serving grades 9–12. It was developed as an additional District high school option, with a program that includes STEAM/CTE pathways and dual enrollment, and was also intended to help address anticipated enrollment pressure in the District at that time, including at Menlo-Atherton High School.

The anticipated increase in enrollment projected in 2016 never materialized, and enrollment is projected to continue declining. At its January 14 board meeting, the District received a [Demographic Analysis & Enrollment Projections Study](#) from King Consulting that showed a loss in

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- Once you make your selection, the school of choice will be in contact with you after March 9th.

If you did not receive an email with the enrollment form, please check all parent emails that were provided when you enrolled your child in SUHSD. If you do not find the email, please contact studentservices@seq.org and we will make sure you receive the form. Please submit the form by March 9. If no selection is made, students will return to their assigned home school for the 2026–27 school year. If you have questions or would like support completing the form, please contact your counselor or the TIDE office.

Background

At the November 12 Board meeting, a Temporary Superintendent's Committee composed of Trustees Rich Ginn and Mary Beth Thompson provided a report-out on its review of enrollment, program offerings, and the long-term fiscal health of the District. Speaking on behalf of the Committee, Trustee Thompson reported that because TIDE Academy is such a small school, it requires a disproportionate amount of resources to operate over time, and recommended that the Board ask the superintendent to develop and bring forward a clear plan to discuss and consider a possible closure of TIDE Academy at the December 10 board meeting.

The Committee recommended that the plan outlines how and when the District will communicate with students, families and staff, how the community will be informed and invited into the conversation, and what information and data will be presented to the board. The Committee also requested that the plan include an opportunity for input from students, parents, employees and community members, as well as clear communication to all stakeholders about what the potential impacts on each of them will be if a decision to close TIDE Academy is made. The Committee recommended that the Board ask the Superintendent to present a proposed process at the December 10 meeting that would enable the board to make a decision by the end of February about whether to close TIDE Academy after this academic year.

The process of determining the future of TIDE Academy, a small, innovative high school whose vision is to inspire students to grow academically and socially through core programs such as dual enrollment, CTE pathways, and Nucleus (the advisory program), is part of the District's broader effort to realign resources, address enrollment shifts, and ensure long-term sustainability across all school sites. As the District continues to face a structural deficit, it is the organization's responsibility, carried out through the Superintendent, to ensure that all schools and programs remain both thriving and financially sustainable so that students across the District continue to receive a high-quality education. A Temporary Superintendent's Committee was formed at the September 10, 2025, board meeting to examine District property and enrollment trends, both rising and declining. According to the 2024-25 School Accountability Report Card (SARC), approximately \$39,000 is spent per student at TIDE, compared to an average of \$22,467 per student at the district's other high schools. The District will conduct a deeper analysis of these figures in January.

This plan is designed to ensure that TIDE students, parents, and staff are fully informed and have a clear understanding of the process for determining the future of TIDE Academy. It outlines the information that will be gathered, how it will be analyzed, and how communication will occur before, during, and after key decision points.

The plan includes six sections, including:

1. Summary of actions to date.
2. Community feedback from November.
3. Areas of Analysis and Framework for Evaluation. Data, information and factors that will be considered and provided to the Board for making their decision.

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Please feel free to share questions and comments [here](#).

Upcoming Dates

- January 13 and 15: Second round of community meetings to share updated information and data, reflect back themes from earlier engagement, and collect additional feedback on options and potential transition supports. Spanish interpretation will be available for both meetings. Time and Zoom links are below.

Tuesday, January 13:

TIDE Data and Information – Part 1

6:00–7:30 p.m.

Location: <https://seq-org.zoom.us/j/99226600107>

- Financial Information, Part 1
- Enrollment
- Demographics
- TIDE Academic Program, Part 1

Thursday, January 15:

TIDE Data and Information – Part 2

6:00–7:30 p.m.

Location: <https://seq-org.zoom.us/j/99226600107>

- TIDE Academic Program, Part 2
- Financial Information, Part 2
- Marketing & Recruitment
- Recap of Process & Next Steps

- January 26: Board Study Session. Present a synthesis of community input, enrollment and fiscal analysis.
- February 4: Board meeting presenting findings and data, and considering a vote. Present a synthesis of community input, enrollment and fiscal analysis, and recommended next steps; the Board may vote on closure or direct staff to bring back additional information.
- Develop post-early February communication outlining the Board’s decision (or additional steps requested), key implications for students, staff, and families, and how the District will support next steps.
- Provide follow-up communications through late February to ensure smooth transition planning or continued engagement, as directed by the Board.

Additional Resources

- **Recording** of February 11 Board Meeting (Update on TIDE transition)
- **Recording** of February 4 Board (Meeting on TIDE decision)
- **January 26, 2026 Board Study Session Slides**
- **Recording** of January 14 Board Meeting (TIDE Information Update)
- **January 13, 2026 TIDE Academy Data and Information Presentation, Part 1 (Recording of Presentation)**

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TIDE FAQ

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13 Attorneys for Defendant
14 SEQUOIA UNION HIGH SCHOOL DISTRICT

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 TIDE RISING, an unincorporated association
18 of parents and guardians; A.P., a minor, by and
19 through his Guardian ad Litem; J.P.

20 Plaintiffs,

21 v.

22 SEQUOIA UNION HIGH SCHOOL
23 DISTRICT,

24 Defendant.

Case No. 3:26-cv-00987-TLT

**DECLARATION OF ILJA VAN LAAR IN
SUPPORT OF SEQUOIA UNION HIGH
SCHOOL DISTRICT’S OPPOSITION TO
PLAINTIFFS’ MOTION FOR A TEMPORARY
RETRAINING ORDER**

Date: March 3, 2026
Time: 2:00 PM
Location: Courtroom 9 – 19th Floor
450 Golden Gate Ave
San Francisco, CA 94102

Hon. Trina L. Thompson

25 I, Ilja Van Laar, declare as follows:

26 1. I am the Executive Director of Special Education for Sequoia Union High School District
27 (the District). I make this declaration based on my personal knowledge and on information obtained in
28 the ordinary course of my duties. If called as a witness, I could and would testify competently to the facts
stated in this declaration.

2. As Executive Director of Special Education, my responsibilities include oversight of the
District’s special education services under the Individuals with Disabilities Education Act (IDEA), 20
U.S.C. section 1400 *et seq.*, and oversight and coordination of Section 504 accommodations and related

1 supports for students with disabilities, including implementation of Individualized Education Programs
2 (IEPs) and Section 504 plans.

3 3. The District provides special education and related services across District school sites.
4 The District's obligation to implement IEPs and Section 504 plans applies regardless of the school site a
5 student attends.

6 4. TIDE Academy is a general education District high school. The school serves students
7 with and without disabilities.

8 5. Students currently enrolled at TIDE Academy include students with IEPs and students
9 with Section 504 plans, as well as students from the general student population who do not have
10 disabilities. TIDE Academy is one District school site at which the District currently implements IEP
11 services and Section 504 accommodations. Currently, there are 47 students at TIDE Academy with IEPs
12 (9 in ninth grade; 16 in tenth grade; 9 in eleventh grade; and 13 in twelfth grade) and 32 students with
13 Section 504 Plans (11 in ninth grade; 11 in tenth grade; 4 in eleventh grade and 6 in twelfth grade).
14 Considering, the students in twelfth grade are graduating, there are 34 students with IEPs and 26 students
15 with Section 504 Plans that will relocate to another District school site.

16 6. I am familiar with the special education supports provided to students at TIDE Academy.
17 The special education supports are not unique to TIDE Academy and are not dependent on the physical
18 location of TIDE Academy. The IEPs and Section 504 plans for the students at TIDE Academy do not
19 require the students receive their special education supports at TIDE Academy. The District is capable of
20 implementing the IEPs and Section 504 plans of TIDE Academy students at other District school sites.

21 7. In general, the District implements IEPs through credentialed education specialists, related
22 service providers, and support staff, as appropriate to each student's IEP. Related services may include,
23 for example, counseling, speech and language services, occupational therapy, and other supports
24 depending on the student's individual needs and the services documented in the student's IEP. The
25 District similarly implements Section 504 plans through site based teams and staff at each school, with
26 oversight and support from District administrators responsible for Section 504 compliance.

27 8. All District school sites have staff and systems in place to implement IEPs and Section
28 504 plans. As needed, the District can assign, reassign, or hire appropriate personnel to ensure required

1 services and accommodations are delivered at the school site a student attends.

2 9. The process for ensuring continuity of services for any student whose school site changes
3 includes reviewing the student’s current IEP or Section 504 plan, ensuring staff at the receiving site are
4 informed of and able to implement required services and accommodations, and convening meetings as
5 needed to address implementation questions and ensure continuity.

6 10. The District has the capacity to ensure that students who currently receive services and
7 accommodations pursuant to their IEP or Section 504 Plan at TIDE Academy will continue to receive all
8 required services and accommodations at the District school site they attend for the 2026 to 2027 school
9 year.

10 11. Nothing about a student’s attendance at TIDE Academy is a prerequisite to the District’s
11 ability to implement that student’s IEP or Section 504 plan. For students with IEPs, the IEP is the
12 governing document that sets forth the student’s individualized services, accommodations, supports, and
13 placement. For students with Section 504 plans, the plan sets forth the accommodations and supports
14 necessary to provide the student equal access to the District’s programs and activities.

15 12. If a student’s educational program requires specific services, supports, or
16 accommodations, the District will provide those services, supports, and accommodations at the student’s
17 school site consistent with the student’s IEP or Section 504 plan. If a student’s circumstances change
18 such that revisions to the IEP or Section 504 plan are considered, those revisions are made through the
19 applicable team process.

20 13. The District can and will implement and accommodate the IEPs and Section 504 plans
21 currently in place for TIDE Academy students at other District school sites, and the District has systems
22 and staff capacity to ensure continuity of special education and Section 504 supports regardless of school
23 site.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct, and that this declaration was executed on the 24th day of February, in Redwood City,
26 California.

27 
28 _____
Ilja Van Laar