

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENT on behalf of STUDENT,

v.

LOS ANGELES UNIFIED SCHOOL
DISTRICT.

OAH CASE NO. 2009101071

ORDER GRANTING DISTRICT'S
MOTION TO DISMISS

On November 25, 2009, Student filed a First Amended Request for Due Process Hearing (complaint), naming the Los Angeles Unified School District (District) as the respondent. On March 10, 2010, the Office of Administrative Hearings (OAH) held a telephonic prehearing conference, and issued an order following the prehearing conference which set forth the issues alleged in Student's first amended complaint. One issue concerned Student's claim that District failed to offer Student a free and appropriate public education (FAPE) by failing to find Student eligible for special education at an IEP meeting held in or around March 2008. On March 18, 2010, District filed a motion to dismiss this issue, contending that the issue had been resolved previously in an April 30, 2009 settlement agreement. The settlement agreement contained, in relevant part, the following release language:

Petitioner and the District hereby fully release and discharge each other from all claims, liabilities, rights and complaints of whatever kind or nature arising from or related to Student's educational program through the date of full execution of this Agreement.

Based on this release language, District argued that Student was barred from raising any claim related to the March 2008 IEP meeting. Student did not file a written opposition to District's motion. However, on April 5, 2010, prior to the commencement of the due process hearing in this matter, Student, through his mother, provided an oral opposition to District's motion. Student contended that the settlement agreement was a fraudulent document, and, as such, should not be considered. Student has filed a complaint with the California Department of Education regarding the alleged fraud.

For the reasons set forth below and explained on the record prior to the commencement of the due process hearing in this matter, this ALJ granted District's motion, and barred Student from presenting claims stemming from the March 2008 IEP, as those issues were resolved in the April 30, 2009 settlement agreement.

APPLICABLE LAW

OAH has jurisdiction to hear due process claims arising under the IDEA. (Ed. Code, §§ 56501, subd. (a) [setting forth IDEA issues subject to due process hearings], 56504.5 [requiring the California Department of Education to contract with an agency like OAH to conduct IDEA due process hearings]; 56505, subds. (c)(1) [hearing must be conducted by person with knowledge of the Education Code and the IDEA] & (f) [the hearing decision must be based on a finding of a substantive violation of the IDEA].)

OAH does not have jurisdiction over claims seeking to either enforce or overturn settlement agreements. In *Pedraza v. Alameda Unified Sch. Dist.* (N.D. Cal. 2007) 2007 WL 949603, the Court held that OAH has jurisdiction to adjudicate claims alleging a denial of FAPE resulting from a failure to comply with the terms of a mediated settlement agreement. However, a “mere breach” of a settlement agreement, absent a claim alleging a denial of FAPE, should be addressed by the compliance complaint procedures of the California Department of Education. The IDEA and the Education Code unambiguously assign jurisdiction for disputes regarding settlement agreements to federal courts and state courts of competent jurisdiction. The IDEA, and its implementing regulations, provides that settlement agreements resulting from mediation, or reached by the parties on their own through a resolution session, must result in a written agreement that is enforceable in any State court of competent jurisdiction or in a district court of the United States. (20 U.S.C. § 1415 (f)(1)(B)(iii), (e)(2)(F); 34 C.F.R. § 300.506(b)(6), (7) [mediations]; 34 C.F.R. § 300.510(d) [resolution sessions].)

DISCUSSION

Here, Student’s allegations of fraud as it related to the settlement agreement, were outside of the jurisdiction of OAH, as it involved no issue of FAPE. Similarly, Student alleged no denial of FAPE in relation to District’s compliance with the settlement agreement. As such, OAH had no jurisdiction in this matter to adjudicate any claims covered by the settlement agreement, including issues related to the March 2008 IEP. District’s motion to dismiss was, therefore, granted.

IT IS SO ORDERED

Dated: April 28, 2010

/s/

CARLA L. GARRETT
Administrative Law Judge
Office of Administrative Hearings