

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENTS ON BEHALF OF STUDENT,

v.

RIVERSIDE UNIFIED SCHOOL
DISTRICT.

OAH CASE NO. 2012030412

ORDER GRANTING MOTION TO
DISMISS

On March 9, 2012, Student filed a Request for Due Process Hearing (complaint) against the Riverside Unified School District (District). On April 5, 2012, the District filed a Motion to Dismiss, alleging that that the Office of Administrative Hearings (OAH) did not have jurisdiction to hear Student's allegations to enforce the terms of the parties' 2007 settlement agreement and to modify the settlement agreement because Parents could not comply with its provisions. On April 5 and 9, 2012, Student filed oppositions to the District's motion to dismiss.

APPLICABLE LAW

The purpose of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 et. seq.) is to "ensure that all children with disabilities have available to them a free appropriate public education" (FAPE), and to protect the rights of those children and their parents. (20 U.S.C. § 1400(d)(1)(A), (B), and (C); see also Ed. Code, § 56000.) A party has the right to present a complaint "with respect to any matter relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to such child." (20 U.S.C. § 1415(b)(6); Ed. Code, § 56501, subd. (a) [party has a right to present a complaint regarding matters involving proposal or refusal to initiate or change the identification, assessment, or educational placement of a child; the provision of a FAPE to a child; the refusal of a parent or guardian to consent to an assessment of a child; or a disagreement between a parent or guardian and the public education agency as to the availability of a program appropriate for a child, including the question of financial responsibility].) The jurisdiction of OAH is limited to these matters. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029.)

OAH's limited jurisdiction does not include jurisdiction over claims alleging a school district's failure to comply with a settlement agreement. (*Id.* at p. 1030.) In *Wyner*, during the course of a due process hearing the parties reached a settlement agreement in which the

school district agreed to provide certain services. The hearing officer ordered the parties to abide by the terms of the agreement. Two years later, the student initiated another due process hearing, and raised claims alleging the school district's failure to comply with the earlier settlement agreement. The California Special Education Hearing Office (SEHO), OAH's predecessor in hearing IDEA due process cases, determined that the issues pertaining to compliance with the earlier order were beyond its jurisdiction, and this ruling was upheld on appeal. The *Wyner* court held that "the proper avenue to enforce SEHO orders" was the California Department of Education's compliance complaint procedure (Cal. Code Regs., tit. 5, § 4650), and that "a subsequent due process hearing was not available to address . . . alleged noncompliance with the settlement agreement and SEHO order in a prior due process hearing." (*Wyner, supra*, 223 F.3d at p. 1030.)

More recently, however, in *Pedraza v. Alameda Unified Sch. Dist.* (N.D.Cal., March 27, 2007, No. C 05-04977 VRW) 2007 WL 949603, the United States District Court for the Northern District of California held that when the Student is alleging a denial of FAPE as a result of a violation of a settlement agreement, and not merely a breach of the settlement agreement, OAH has jurisdiction to adjudicate claims alleging denial of a free appropriate public education. According to the court in *Pedraza*, issues involving merely a breach of the settlement agreement should be addressed by the California Department of Education's compliance complaint procedure.

DISCUSSION

The District contends in its Motion to Dismiss that OAH does not have jurisdiction to hear the two issues in Student's complaint because the first issue simply asks that OAH enforce the parties' 2007 settlement agreement and the second issue requests that OAH modify the agreement. Student contends that OAH does have jurisdiction to interpret the settlement agreement.

The District is correct that Student's issues for hearing involve contract enforcement issues and not whether the District denied Student a FAPE. The first issue simply alleges that the District breached the settlement agreement by not paying an invoice the Parents submitted. The second issue contends that the settlement agreement terms were too onerous for Parents to meet and therefore Parents could not expend almost 90 percent of the allotted funds in the agreement. The proposed resolution for both issues is for OAH to order the District to enter into a new contract with Parents to permit them to expend the remaining settlement agreement funds for Student.

Because both issues in Student's complaint involve breach of contract issues, and not whether the District denied Student a FAPE, OAH does not have jurisdiction to hear Student's complaint. Additionally, OAH lacks the authority to modify the settlement agreement to permit Parents to more easily expend the agreed upon funds. (*Y.G. v. Riverside Unified Sch. Dist.* (C.D. Cal. 2011) 2011 WL 791331, *5.) Accordingly, the District's Motion to Dismiss is granted.

ORDER

The District's Motion to Dismiss is granted. The matter is dismissed.

Dated: April 10, 2012

/s/

PETER PAUL CASTILLO
Administrative Law Judge
Office of Administrative Hearings