BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of: PARENT ON BEHALF OF STUDENT, v. TORRANCE UNIFIED SCHOOL DISTRICT.	OAH Case No. 2015100314 ORDER DENYING STUDENT'S MOTION TO DETERMINE JURISDICTION AND DISMISS COMPLAINT

On October 5, 2015, Student filed a Request for Due Process Hearing (complaint), naming Torrance Unified School District.

On October 13, 2015, Student filed a Motion Determine Jurisdiction, which when read in its entirety, represents a Motion to Dismiss Student's complaint as outside the jurisdiction of the Office of Administrative Hearings.

On, October 16, 2015, District filed an opposition to Student's motion. On October 21, 2015, Student filed a response to District's opposition.

APPLICABLE LAW

Parents have 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).) OAH has jurisdiction to hear due process claims arising under the Individuals with Disabilities Education Act. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029 [hereafter *Wyner*].)

This 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 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, inter alia, six issues as to the school district's alleged failure to comply with the earlier settlement agreement. The California Special Education Hearing Office (SEHO), OAH's predecessor in hearing IDEA due process cases, found that the issues pertaining to compliance with the earlier order were beyond its jurisdiction. 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, § 4600, et. seq.), 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.)

In *Pedraza v. Alameda Unified Sch. Dist.* (N.D. Cal. 2007, No. C 05-04977 VRW) 2007 WL 949603, the District Court held that OAH has jurisdiction to adjudicate claims alleging denial of a free appropriate public education as a result of a violation of a mediated settlement agreement, as opposed to "merely a breach" of the mediated settlement agreement that should be addressed by the California Department of Education's compliance complaint procedure.

DISCUSSION

Student raises only one claim against District in his complaint, specifically, whether District breached a settlement agreement when District failed to implement the terms of its "offer to settle" which was accepted by Student on August 20, 2015. As remedy for this alleged breach of settlement agreement, Student seeks monetary damages in the amount of $49,720.00.

In his complaint, Student contends that enforcement of a settlement agreement is outside of OAH jurisdiction. Student alleges that, "because the settlement agreement between the parties arose out of a dispute under the Individuals with Disabilities Education Act ("IDEA"), (20 U.S.C. § 1400, *et. seq.*), Student brings this action in order to exhaust its administrative remedies with regard to its breach of contract claim against District."

District contends no settlement agreement was reached at a resolution session or at mediation. Further, District claims the underlying issue is whether an enforceable agreement exists, and if so, whether a breach occurred, and then if so, whether OAH can enforce the terms of the agreement.

District argues that exhaustion of administrative remedies under the IDEA is designed to afford full exploration of technical educational issues, further development of a complete factual records, and promote judicial efficiency. (*Hoeft v. Tucson Unified Sch. Dist*., (9th Cir. 1992) 967 F.2d 1298.)

Although OAH will grant motions to dismiss allegations that are facially outside of OAH jurisdiction (e.g., civil rights claims, section 504 claims, enforcement of settlement agreements, incorrect parties, etc…..), special education law does not provide for a summary judgment procedure.

Student's complaint assert the terms of District's "offer to settle" constituted valid consideration, and taken together with Parent's subsequent acceptance of District's offer, created a binding contract between the parties. Student, however, has not provided a copy of

the alleged settlement agreement, nor has he submitted a declaration with his motion to verify the existence of a written settlement agreement. Student's complaint and motion presuppose a valid settlement agreement. District disagrees. Instead, the dispute requires a factual determination of whether a binding settlement agreement exists, and if such exists whether District's failure to implement denied Student a free appropriate public education. As such Student's motion is not limited to matters that are facially outside of OAH jurisdiction, but instead seeks a ruling on the merits. Accordingly, the motion is denied.

ORDER

Student's Motion to Determine Jurisdiction and dismiss Student's complaint is denied. The matter shall proceed as scheduled.

IT IS SO ORDERED.

DATE: October 27, 2015

/s/

JUDITH PASEWARK
Administrative Law Judge
Office of Administrative Hearings