

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:
PARENTS ON BEHALF OF STUDENT,

V.

CORONA-NORCO UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2021100259

ORDER GRANTING MOTION TO DISMISS BASED UPON
SETTLEMENT AGREEMENT

DECEMBER 21, 2021

On October 7, 2021, Student filed a Request for Due Process Hearing with the Office of Administrative Hearings, naming Corona-Norco Unified School District. The Request for Due Process is referred to as Student's current complaint. The Office of Administrative Hearings is referred to as OAH.

On December 17, 2022, Corona-Norco filed a Motion to Dismiss Student's current complaint because Student's claims are waived by a prior settlement agreement and OAH lacks jurisdiction. Student filed an opposition on December 17, 2022.

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.)

This limited jurisdiction does not include claims alleging a school district’s failure to comply with a settlement agreement. (*Id.* at p. 1030.) In the *Wyner* case, the parties reached a settlement agreement in which the district agreed to provide certain services during the course of a due process hearing. Two years later, the student filed another due process hearing alleging the district did not comply with the settlement agreement in the first case. A hearing officer determined that the issues alleging the failure to comply with the settlement agreement in the first case were beyond its jurisdiction. This ruling was upheld on appeal. The decision in *Wyner* held that “the proper avenue to enforce Special Education Hearing Office 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 Special Education Hearing Office order in a prior due process hearing.” (*Wyner, supra*, 223 F.3d at p. 1030.)

More recently, in *Pedraza v. Alameda Unified School Dist.* (N.D. Cal. 2007, No. C 05-04977 VRW) 2007 WL 949603), the District Court held that OAH has jurisdiction to adjudicate claims that allege a student was denied a free appropriate public education, called a FAPE, as a result of the violation of a mediated settlement agreement. However,

a breach of a mediated settlement agreement should be addressed by the California Department of Education's compliance complaint procedure.

DISCUSSION

STUDENT'S PRIOR COMPLAINT AND SETTLEMENT

Student filed a request for due process with OAH on December 7, 2020, designated OAH case number 2020120274, and is referred to as Student's prior complaint. Student was represented by the same attorney who represents Student in the current complaint. Student and Corona-Norco mediated Student's prior complaint on February 19, 2021, with OAH. On April 8, 2021, the parties entered into a settlement agreement. On April 12, 2021, Student filed a notice of settlement, subject to school board approval. OAH dismissed Student's prior complaint on June 11, 2021.

The settlement agreement is an exhibit to Corona-Norco's motion. The agreement provided for reimbursement of privately obtained educational services, including "occupational therapy and/or speech and language services." (Agreement, ¶ 6a.) The settlement agreement included a waiver releasing and discharging Corona-Norco from all past, present, and future, known and unknown claims, damages, liabilities, rights, and complaints arising from or related to Student's educational program, through July 1, 2021. (*Id.*, ¶ 11.)

Corona-Norco made no representation of the adequacy of the services reimbursed through the agreement. The parties agreed that the settlement was a compromise and could not be construed as an admission of liability. Further, the parties stipulated that the reimbursement and funding Corona-Norco agreed to provide through the agreement did not constitute, and shall not be construed to constitute, an admission of what is or was a FAPE. (*Id.*, ¶ 16.)

STUDENT'S PRESENT COMPLAINT BARRED BY SETTLEMENT AGREEMENT

Student's current complaint contains four issues. The first three issues restate, word for word, issues that were included in Student's prior complaint. Student's Issue Four claims that Corona-Norco breached the April 2021 settlement agreement by refusing to reimburse certain speech therapy. Student asserts the right to restate Issues One, Two, and Three because the settlement agreement is null and void. In other words, Student contends Student's waiver of claims does not bar Student from reasserting the prior complaint's issues because Corona-Norco breached the agreement.

OAH does not have jurisdiction over claims alleging a school district failed to comply with a settlement agreement. (*Wyner, supra.* at p. 1030.) The one exception to this general rule is outlined in the *Pedraza* case. There, the parties entered into a settlement agreement which specifically stated that the services the school district agreed to provide through the agreement constituted a FAPE. On that basis, the court determined that the school district's failure to comply with the terms of the settlement denied Student a FAPE and that the FAPE analysis was within the jurisdiction of OAH.

Here, Corona-Norco committed in the agreement to merely reimburse Student for privately obtained educational services. The settlement agreement stated that it was not intended, and could not be construed, to constitute a FAPE. The *Pedraza* exception to OAH's limited jurisdiction does not apply here. Student's claim that Corona-Norco's alleged breach rendered the settlement agreement null and void is precisely the situation contemplated by *Wyner*. OAH does not have jurisdiction to determine whether Corona-Norco breached the April 2021 settlement agreement. Issue Four is dismissed.

Student has not otherwise obtained a finding that Corona-Norco breached the settlement agreement. Consequently, the April 2021 settlement agreement is enforceable. Student acknowledges that Issues One, Two, and Three merely restates issues asserted in Student's prior complaint. Student waived and released Corona-Norco of these issues in the April 2021 settlement agreement. Therefore, Student is barred from restating and pursuing these issues in Student's current complaint. Issues One, Two, and Three are dismissed.

ORDER

1. Corona-Norco Unified School District's motion to dismiss is granted.
2. OAH Case Number 2021100259 is dismissed, in its entirety

IT IS SO ORDERED.

A handwritten signature in blue ink, appearing to read "Clifford H. Woosley", is written over the typed name.

Clifford H. Woosley

Administrative Law Judge

Office of Administrative Hearings