

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:
PARENTS ON BEHALF OF STUDENT,

v.

BURBANK UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2026070248

ORDER DISMISSING STUDENT'S COMPLAINT DUE TO
PRIOR SETTLEMENT

SEPTEMBER 2, 2026

On July 6, 2026, Parents, on behalf of Student, filed a request for due process hearing, also called a complaint, with the Office of Administrative Hearings, called OAH, naming Burbank Unified School District as respondent. On August 13, 2026, Burbank filed a Motion to Dismiss. On August 17, 2026, Student filed a response to Burbank's dismissal motion.

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.)

Parents have the right to settle the claims informally after they are filed with OAH. However, OAH does not have jurisdiction to adjudicate settlement disputes. Nor does OAH have jurisdiction to enforce settlement agreements except in limited circumstances. In *Wyner*, the parties reached a settlement agreement in which the district agreed to provide certain services during the course of a due process hearing. The hearing officer ordered the parties to abide by the terms of the agreement. 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 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 that allege a student was denied a free appropriate public education, or FAPE, resulting from the violation of a mediated settlement agreement, if the settlement agreement stated the term breached was part of an offer of FAPE. However,

in all other circumstances, a breach of a mediated settlement agreement should be addressed by the California Department of Education's compliance complaint procedure. (*Pedraza, supra*, at p. 3.)

SETTLEMENT AGREEMENT NOT ACKNOWLEDGED AS FAPE

Student's amended complaint in this case alleges that Parents would not have signed the settlement agreement had they known one of Student's teachers in Student's high school special day class did not hold the proper credentials.

Burbank's Motion to Dismiss the Complaint asserts Student waived all claims raised in the complaint pursuant to the fully executed settlement agreement, which was effective April 3, 2025, when it was approved by Burbank's Board of Education. A copy of the settlement agreement is attached to Burbank's Motion to Dismiss.

Student's opposition to the motion acknowledges that the parties entered a final settlement agreement effective April 3, 2025. Student's opposition also notes that, as of 2025 Student had matriculated to the post-high school FACTs program. In opposition to the dismissal motion, Student argues Burbank misrepresented the licensure status of Student's teacher during the settlement proceedings and during Student's high school tenure. Parents assert that they would not have signed the April 3, 2025 settlement agreement if they had been given full information about Student's teacher.

Parents did not dispute the existence of the settlement agreement. Nor did Parents assert that the terms of the settlement agreement attached to the dismissal motion were inaccurate.

Student is not alleging that any elements of a settlement agreement necessary to provide FAPE, in a settlement agreement that provided it constituted FAPE, have been

violated. (See, *Pedraza, supra*, at p. 3) Rather, here Student seeks a ruling that the settlement agreement is not binding on Student. OAH does not have jurisdiction over claims the settlement was invalid due to alleged misrepresentations during the settlement process. Student alleges no claims that state violations of the IDEA or special education law.

ORDER

1. OAH Case Number 2026070248 is dismissed, as the asserted claim is not within the jurisdiction of the OAH Special Education Division.
2. Student retains any rights he has to challenge the settlement agreement either in a California Department of Education compliance procedure or in a state superior court or federal district court contract dispute.

IT IS SO ORDERED.

Penelope Pahl

Penelope S. Pahl

Administrative Law Judge

Office of Administrative Hearings