

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 NUMBER 2026080159

ORDER GRANTING IN PART AND DENYING IN PART  
  
RIVERSIDE'S MOTION TO DISMISS BASED UPON  
  
SETTLEMENT AGREEMENT

SEPTEMBER 4, 2026

On July 29, 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 Riverside Unified School District as respondent.

On August 12, 2026, Riverside filed a Motion to Dismiss. On August 14, 2026, Student filed a single document that purported to include opposition to Riverside's Notice of Insufficiency and opposition to Riverside's motion to dismiss. OAH ruled separately on the Notice of Insufficiency on August 14, 2026. The statements in the document intended to oppose the motion to dismiss are unclear. OAH requires

separate documents for each motion to avoid just this type of confusion. In the future, Student should refrain from combining opposition documents that respond to multiple motions.

## 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 *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 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 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 raised 17 claims in his complaint. The issue numbering did not include the number 12, thus the final issue is numbered 18. Of these, OAH determined that Issues 4, 8, 9, 10, 11, and 16 were insufficient. Student was given until August 28, 2026 to amend the complaint. A timely amended complaint was not filed. The Order determining the complaint only partially sufficient, stated that, if an amended complaint was not timely filed, the case would proceed only on Issues 1, 2, 3, 5, 6, 7, 13, 14, 15, 17, and 18 as numbered in Student's complaint.

Of the remaining issues, issue 1 is dismissed as outside OAH jurisdiction. This issue seeks enforcement of a settlement agreement. All other issues require presentation of evidence to determine whether they are barred by the settlement agreement. The language of the settlement agreement is not clear, and Riverside did not offer explanations of fact or legal authority as to why each of Student's issues is barred by the November 21, 2025 settlement agreement through July 29, 2026. Therefore, a determination of whether the settlement agreement bars the allegations of Student's issues 2, 3, 5, 6, 7, 13, 14, 15, 17, and 18 as numbered in Student's complaint, will require the consideration of evidence during a hearing.

## ORDER

1. Riverside's motion to dismiss Student's issue 1 is granted.
2. Riverside's motion to dismiss Student's issues 2, 3, 5, 6, 7, 13, 14, 15, 17, and 18 is denied.
3. The case shall proceed as currently scheduled on issues 2, 3, 5, 6, 7, 13, 14, 15, 17, and 18 as the issues are numbered in the complaint.

IT IS SO ORDERED.

*Penelope Pahl*

Penelope S. Pahl

Administrative Law Judge

Office of Administrative Hearings