BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENT ON BEHALF OF STUDENT,

v.

ROCKLIN UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2020110250

ORDER DENYING MOTION TO DISMISS BASED UPON SETTLEMENT AGREEMENT

NOVEMBER 25, 2020

On November 9, 2020, Student filed a Request for Due Process Hearing with the Office of Administrative Hearings, naming Rocklin Unified School District. The Request for Due Process is referred to as a Complaint. The Office of Administrative Hearings is referred to as OAH.

On November 24, 2020, Rocklin filed a Motion to Dismiss. On November 25, 2020, Student filed an 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.)

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. 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

Rocklin's Motion to Dismiss requests that Student's Issues 1(b) and 2(c) be dismissed for lack of OAH jurisdiction, as these issues relate to Rocklin's alleged failure to implement a settlement agreement between the parties, executed on March 2, 2020. Issue 1(b) of Student's complaint alleges that Rocklin denied Student a free appropriate public education, called a FAPE for the 2019-2020 school year, including the extended school year, by failing to implement agreed-upon compensatory education services. Issue 2(c) of Student's complaint alleges that Rocklin denied Student a FAPE during the 2020-2021 school year, through the date of hearing, by failing to implement agreed-upon compensatory education services. Student's complaint sets forth specific occupational therapy, speech and language, and extended school year services she alleges Rocklin agreed to in the March 2, 2020 settlement agreement, but failed to provide, which resulted in a denial of a FAPE.

Rocklin contends that these issues fundamentally concern enforcement of the settlement contract, for which OAH lacks jurisdiction, even though Student frames the issues as denials of a FAPE to Student.

Student contends that Issues 1(b) and 2(c) are not solely that Rocklin failed to implement, or breach, the March 2, 2020 settlement agreement. Issues 1(b) and 2(c) allege that Rocklin denied Student a FAPE when it failed to implement occupational therapy, speech and language therapy, and extended school year services, as agreed to in the March 2, 2020 settlement agreement. Student contends that these alleged denials of FAPE are within the jurisdiction of OAH.

Rocklin's contention that OAH lacks jurisdiction over Student's Issues 1(b) and 2(c), is unpersuasive. Issues 1(b) and 2(c) relate to alleged denials of FAPE to Student, which are within the jurisdiction of OAH to determine.

ORDER

Rocklin's Motion to Dismiss is denied.

IT IS SO ORDERED.
Rita Defilippis

Rita Defilippis
Administrative Law Judge
Office of Administrative Hearings