BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

PACIFIC CHARTER INSTITUTE AND

SUTTER PEAK CHARTER ACADEMY.

OAH CASE NUMBER 2025050672

ORDER DETERMINING DUE PROCESS COMPLAINT PARTIALLY SUFFICIENT

JULY 15, 2025

On May 16, 2025, Student filed a due process hearing request, called a complaint, with the Office of Administrative Hearings, called OAH, naming Pacific Charter Institute and Sutter Peak Charter Academy. Pacific Charter Institute is called Pacific, and Sutter Peak Charter Academy is called Sutter Peak.

On June 2, 2025, Pacific and Sutter Peak filed a notice of insufficiency as to the complaint. On June 3, 2025, Student filed an opposition. On June 4, 2025, OAH determined Student's complaint was partially sufficient and authorized Student to file an

amended complaint within 14 days if Student wished to state claims beyond those OAH determined were sufficiently pleaded.

On June 18, 205, Student filed an amended complaint. On June 23, 2025, Pacific and Sutter Peak filed a motion to dismiss Issue 10 of Student's amended complaint because it asserted claims outside OAH's jurisdiction. On June 25, 2025, OAH granted the motion to dismiss Issue 10 of the amended complaint.

On July 3, 2025, Pacific and Sutter Peak filed a notice of insufficiency as to the amended complaint only with respect to Issues 1, 3, 6, 7, 8, and 9.

The named parties have the right to challenge the complaint's sufficiency. (20 U.S.C. § 1415(b) & (c).) The party filing the complaint is not entitled to a hearing unless the complaint meets the requirements of title 20 United States Code section 1415(b)(7)(A).

A complaint is sufficient if it:

1. describes the problem relating to the proposed change regarding the student's identification, evaluation, or educational placement, or providing the student a free appropriate public education;
2. includes facts about the problem; and
3. includes a proposed resolution to the extent known and available to the party at the time.

(20 U.S.C. § 1415(b)(7)(A)(ii)(III) & (IV).) These requirements prevent vague and confusing complaints, and promote fairness by providing the named parties with sufficient information to know how to prepare for the hearing and how to participate in

resolution sessions and mediation. (See H.R. Rep. No. 108-77, 1st Sess. (2003), p. 115; Sen. Rep. No. 108-185, 1st Sess. (2003), pp. 34-35.)

The complaint provides enough information when it provides "an awareness and understanding of the issues forming the basis of the complaint." (Sen. Rep. No. 108-185, *supra*, at p. 34.) The pleading requirements should be liberally construed in light of the broad remedial purposes of the IDEA and the relative informality of the due process hearings it authorizes. (*Alexandra R. ex rel. Burke v. Brookline School Dist.* (D.N.H., Sept. 10, 2009, CIV. 06-CV-0215-JL) 2009 WL 2957991[nonpub. opn.]; *Escambia County Board of Educ. v. Benton* (S.D.Ala. 2005) 406 F.Supp.2d 1248, 1259-1260; *Sammons v. Polk County School Board* (M.D.Fla., Oct. 28, 2005, 8:04CV2657T24EAJ) 2005 WL 2850076 [nonpub. opn.]; but cf. *M.S.-G v. Lenape Regional High School Dist. Board of Educ.* (3d Cir. 2009) 306 Fed.Appx. 772, 775 [nonpub. opn.].) Whether the complaint is sufficient is a matter within the sound discretion of the Administrative Law Judge. (*Assistance to States for the Educ. of Children with Disabilities & Preschool Grants for Children with Disabilities* (Aug. 14, 2006) 71 FR 46540-46541, 46699.)

The statute of limitations in California is two years, consistent with federal law. (Ed. Code, § 56505, subd. (*l*); see also 20 U.S.C. § 1415(f)(3)(C).) However, title 20 United States Code section 1415(f)(3)(D) and Education Code section 56505, subdivision (*l*), establish exceptions to the statute of limitations in cases in which the parent was prevented from filing a request for due process due to specific misrepresentations by the local educational agency that it had resolved the problem forming the basis of the complaint, or the local educational agency's withholding of information from the parent that was required to be provided to the parent.

California has held that a claim accrues for purposes of the statute of limitations when a parent learns of the injury that is a basis for the action. That is, the claim accrues

when the parent knows that the education provided is inadequate, and not when the parent understands a claim occurred. (*M.M. & E.M. v. Lafayette School Dist*. (N.D.Cal., Feb. 7, 2012 Nos. CV 09– 4624, 10–04223 SI) 2012 WL 398773, ** 17 – 19, affd. in part and revd. in part on other grounds by *M.M. v. Lafayette School Dist*., et al (9th Cir. 2014) 767 F.3d 842, 859.)

It does not matter if the parent understood that the inadequacy was a legal claim, what is material is the fact that the parent had knowledge of the problem. Congress intended to obtain timely and appropriate education for special-needs children. Congress did not intend to authorize the filing of claims under the IDEA many years after the alleged wrongdoing occurred. (*Student v. Brea Olinda Unified School Dist*. OAH Case No. 2009050815, quoting *Alexopulous v. San Francisco Unified School Dist*. (9th Cir. 1987) 817 F.2d 551, 555.)

Student's complaint was filed on May 16, 2025. Claims arising before May 16, 2023, are barred unless an exception to the statute of limitations applies.

The purpose of a notice of insufficiency is not to determine whether the complaining party is likely to prevail on any of the claims stated in a complaint, but to consider whether the complaining party has provided the responding party with sufficient information to understand what the complaining party intends to prove at hearing so the responding party can participate in a resolution session and mediation, and prepare for the hearing. Student's amended complaint is being reviewed not to evaluate whether Student has stated a factually meritorious basis for piercing the statute of limitations, but to determine whether Student has pleaded sufficient information to put Pacific and Sutter Peak on notice that, for certain of Student's issues, Student alleges one, the other, or both statutory exceptions to the two-year statute of limitations applies, and why or how.

In Issue 1, Student contends she was denied a free appropriate public education, called FAPE, because Pacific and Sutter Academy failed on and after February 1, 2025, to provide Parents a copy of Student's complete educational record in response to Parents' requests. The facts alleged in Student's Issue 1 are sufficient. Student's amended complaint in Issue 1 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing.

In Issue 2, Student contends she was denied a FAPE because Pacific and Sutter Peak failed by May 20, 2025, to conduct the three-year reevaluation to which Parents consented on March 19, 2025, and returned the signed assessment plan to Pacific and Sutter Peak on March 21, 2025. This resulted in Pacific and Sutter Peak failing to conduct a three-year reevaluation at all, because Pacific and Sutter Peak graduated Student with a regular high school diploma at the end of the 2024-2025, school year. The facts alleged in Student's Issue 2 are sufficient. Student's amended complaint in Issue 2 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing.

In Issue 3, Student contends she was denied a FAPE because in every individualized education program, called IEP, Pacific and Sutter Peak offered Student since she enrolled with Pacific and Sutter Peak in January 2016, Pacific and Sutter Peak did not offer Student appropriate and measurable annual goals. Student alleges Pacific and Sutter Peak denied Student a FAPE in every school year from January 2016 through the end of the 2024-2025 school year. Within the body of the amended complaint under the heading for Issue 3, Student takes issue with the goals of specific IEPs, dated:

- March 9, 2016;

- May 9, 2016;
- February 6, 2017;
- January 29, 2018;
- May 6, 2019;
- April 27, 2020;
- April 26, 2021;
- April 25, 2022;
- April 17, 2023; and
- April 9, 2024.

Only the April 9, 2024 IEP was developed within two years before Student filed her complaint.

Regarding the April 9, 2024, IEP, the facts alleged in Student's Issue 3 are sufficient. Student's amended complaint in Issue 3 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, with respect to the period after May 16, 2023.

Unlike the amended complaint regarding other Issues discussed below, Student does not indicate she is attempting to pierce the statute of limitations, despite complaining about every IEP since January 2016. Issue 3 does not even contain the simple statement, made other places, that "Parent requests a waiver of the two-year statute of limitations in this matter."

Student does not include any facts alleging specific misrepresentations by Pacific and Sutter Peak that they had solved the problem forming the basis of Student's due process hearing request regarding the lack of measurable and appropriate goals in all of

Student's IEPs from the time she started at Pacific and Sutter Peak through the end of the 2024-2024 school year. The amended complaint regarding Issue 3 does not include any facts alleging Pacific and Sutter Peak withheld information it was required to provide Parents.

Significantly, Student also failed to allege that any specific misrepresentations by Pacific and Sutter Peak that they had solved the problem of which Student complains in Issue 3, or any withholding of information Pacific and Sutter Peak were required to provide Parents, prevented Parents from requesting the due process hearing before May 16, 2025.

Without these facts, Student's amended complaint regarding Issue 3 is insufficient to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, regarding why or how Student is invoking any exception to the statute of limitations for claims about her IEPs not offering her measurable and appropriate goals in the period before May 16, 2023.

In Issue 4, Student contends she was denied a FAPE because Pacific and Sutter Peak did not file for due process when Parents did not provide full consent to the April 17, 2023, IEP and subsequent IEPs, as required by Education Code section 56346, subdivision (f). The facts alleged in Student's Issue 4 are sufficient. Student's amended complaint in Issue 4 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing.

In Issue 5, Student contends she was denied a FAPE because Pacific and Sutter Peak did not make a clear written offer in the April 9, 2024, IEP. Student alleges Pacific and Sutter Peak held an annual IEP team meeting on April 9, 2024, but provided

no formal written offer of FAPE. Student further alleges that since April 9, 2024, Pacific and Sutter Peak held three additional IEP team meetings on September 9, 2024, March 5, 2025, and May 1, 2025, and failed to provide Parents with a formal written offer of FAPE at each of those meetings. The facts alleged in Student's Issue 5 are sufficient. Student's amended complaint in Issue 5 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing.

In Issue 6, Student contends she was denied a FAPE because Pacific and Sutter Peak did not conduct a comprehensive post-secondary transition assessment and failed to offer an appropriate transition plan and goals during the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school years. Student alleges she entered high school during the 2021-2022 school year, and turned 16 years old in September 2022. Student alleges Parents relied on "the District's [sic] numerous misrepresentations regarding Student's right to an [independent educational evaluation]. As such, Parent requests a waiver of the two-year statute of limitations in this matter."

Student's amended complaint in Issue 6 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, with respect to the period after May 16, 2023. But Student's amended complaint does not allege any facts that follow the statutory language for invoking the exception to the two-year statute of limitations Student seems to be attempting to plead.

Student does not include any facts alleging specific misrepresentations by Pacific and Sutter Peak that they had solved the problem forming the basis of Student's due process hearing request regarding post-secondary transition assessment and an individual transition plan and goals. Although Student uses the word

"misrepresentations," the context suggests Student is perhaps actually alleging Pacific and Sutter Peak withheld information it was required to provide Parents. But the amended complaint is not factually sufficient to understand which exception Student is intending to invoke.

Significantly, Student also failed to allege that any specific misrepresentations by Pacific and Sutter Peak that they had solved the problem of which Student complains in Issue 6, or any withholding of information Pacific and Sutter Peak were required to provide Parents, prevented Parents from requesting the due process hearing before May 16, 2025.

Without these facts, Student's amended complaint regarding Issue 6 is insufficient to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, regarding why or how Student is invoking any exception to the statute of limitations for claims about post-secondary transition assessment and an individual transition plan and goals concerning the period before May 16, 2023.

In Issue 7, Student contends she was denied a FAPE because Pacific and Sutter Peak did not offer her adequate goals, services, and placement to help her obtain academic benefit during the 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school years. Student challenges the IEPs dated:

- January 27, 2016;
- March 9, 2016;
- May 9, 2016;
- February 6, 2017;

- January 29, 2018;
- May 6, 2019;
- April 27, 2020;
- April 26, 2021;
- April 25, 2022;
- April 25, 2022, stated again; and
- "any subsequent IEP offer [Sutter Peak] purports to have made."

Only IEPs offered after May 16, 2023, were developed within two years before Student filed her complaint.

Regarding any IEPs offered after May 16, 2023, Student's amended complaint is not clear and in some ways is redundant of the challenge to goals asserted in Issue 3, and the challenge to any post-secondary transition plan and goals asserted in Issue 6. But Student does allege the 90 minutes per week of specialized academic instruction she received pursuant to the April 25, 2022, IEP as the last agreed-upon IEP from April 2022 through the end of the 2024-2025 school year, and the speech therapy, occupational therapy, and counseling services, were all offered based on provider availability and not Student's needs. Student's amended complaint in Issue 7 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, with respect to the period after May 16, 2023.

The final paragraph of Issue 7 asserts the "program [Sutter Peak] offered and/or failed to offer [Student] during the 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and current 2024-2025 school years denied her FAPE in that they failed to offer [Student] an appropriate program, goals and services in her [least restrictive environment], unilaterally predetermined

[Student's] goals, placement, and related services without any consideration of [Student's] actual ability and needs and ignored Parents' input." In the final line of the paragraph, Student states, without prior factual assertions, "As such, Parent requests a waiver of the two-year statute of limitations in this matter."

Student does not include any facts alleging specific misrepresentations by Pacific and Sutter Peak that they had solved the problem forming the basis of Student's due process hearing request regarding the broad and summary allegation that none of Student's IEPs from the time she enrolled in January 2016 through the time she graduated at the end of the 2024-2025 school year offered her appropriate goals, placement, and related services. The amended complaint regarding Issue 7 does not include any facts alleging Pacific and Sutter Peak withheld information it was required to provide Parents.

Significantly, Student also failed to allege that any specific misrepresentations by Pacific and Sutter Peak that they had solved the problem of which Student complains in Issue 7, or any withholding of information Pacific and Sutter Peak were required to provide Parents, prevented Parents from requesting the due process hearing before May 16, 2025.

Without these facts, Student's amended complaint regarding Issue 7 is insufficient to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, regarding why or how Student is invoking any exception to the statute of limitations for claims about her IEPs not offering her appropriate goals, placement, and related services in the period before May 16, 2023.

In Issue 8, Student contends she was denied a FAPE because Pacific and Sutter Peak unilaterally determined she met graduation requirements and issued her a regular high school diploma at the end of the 2024-2025 school year, thereby unlawfully removing her from special education without obtaining parental consent and prior to obtaining an order from OAH or the California Department of Education. Although Student's original complaint was filed on May 16, 2025, before Pacific and Sutter Peak issued the diploma, and the amended complaint was filed after the action Parent knew Pacific and Sutter Peak intended to take had been completed, Student curiously adds at the end of Issue 8, "As such, Parent requests a waiver of the two-year statute of limitations in this matter." Issue 8 does not include claims that arose any earlier than May 16, 2023, and no exception to the two-year statute of limitations is required.

The facts alleged in Student's Issue 8 are sufficient. Student's amended complaint in Issue 8 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing.

In Issue 9, Student contends she was denied a FAPE because Pacific and Sutter Peak unilaterally predetermined Student's educational program and significantly impeded Parents' opportunity to participate in the decisionmaking process regarding the provision of a FAPE to Student during the 2022-2023, 2023-2024 and 2024-2025 school years.

Student then later expands the allegation to assert "District [sic] significantly impeded Parents from participating in the decision-making process of [Student's] educational program during 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and current 2024-2025 school years, simply offering services based on what [sic] was available in [Sutter Peak's]

programming and not taking into account [Student's] actual needs." Although Student's heading and summary of the issue is confined to the two-year statutory period, from May 16, 2023, in the 2022-2023 school year, through May 16, 2025, in the 2024-2025 school year, or even July 18, 2025, when the amended complaint was filed, other allegations in Issue 9 of Student's amended complaint attempt to expand the period of liability beyond what Student stated as the heading of Issue 9.

Student's amended complaint in Issue 9 identifies the issue and adequate facts about the problem to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, with respect to the period after May 16, 2023. But Student's amended complaint does not sufficiently allege any facts that follow the statutory language for invoking the exception to the two-year statute of limitations Student seems to be attempting to plead.

Student does not include any facts alleging specific misrepresentations by Pacific and Sutter Peak that they had solved the problem forming the basis of Student's due process hearing request regarding significantly impeding Parents' participation in the decisionmaking process regarding providing Student a FAPE, or predetermining the IEP offers. Student's amended complaint repeatedly uses words insinuating "misrepresentations." For example, Student alleges Pacific and Sutter Peak "misrepresent[ed] to Parents that [Sutter Peak] was a school of choice," "misrepresented to Parents that [Sutter Peak] was meeting her educational needs," and "continued to misrepresent that [Sutter Peak] could serve [Student] in its programs." None of these sufficiently inform Pacific and Sutter Peak of what Student contends were misrepresentations by Pacific and Sutter Peak that they had solved the problem forming the basis of Student's due process hearing request regarding significantly impeding Parents' participation in the decisionmaking process regarding providing Student a

FAPE, or predetermining the IEP offers, in order to justify opening up the statute of limitations regarding claims that pre-date May 16, 2023.

Significantly, Student also failed to allege that any specific misrepresentations by Pacific and Sutter Peak that they had solved the problem of which Student complains in Issue 9 prevented Parents from requesting the due process hearing challenging predetermination and significantly impeding Parent's participation during the 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022, school years, and almost the entirety of the 2022-2023 school year, before May 16, 2025.

Without these facts, Student's amended complaint regarding Issue 9 is insufficient to permit Pacific and Sutter Peak to respond and participate in a resolution session and mediation, and prepare for hearing, regarding why or how Student is invoking any exception to the statute of limitations for claims about predetermination or significantly impeding Parent's participation concerning the period before May 16, 2023.

ORDER

1. Issues 1, 2, 4, 5, and 8 of Student's amended complaint are sufficient under title 20 United States Code section 1415(b)(7)(A)(ii).
2. Issues 3, 6, 7, and 9 of Student's amended complaint are partially sufficient under title 20 United States Code section 1415(b)(7)(A)(ii), but insufficiently pleaded under title 20 United States Code section 1415(c)(2)(D) as to claims arising prior to May 16, 2023.
3. Student is permitted to file an amended complaint under title 20 United States Code section 1415(c)(2)(E)(i)(II).

4. The second amended complaint must comply with the requirements of title 20 United States Code section 1415(b)(7)(A)(ii), and shall be filed not later than 14 days from the date of this order. The filing of an amended complaint will restart the applicable timelines for a due process hearing.
5. If Student fails to file a timely amended complaint, the hearing shall proceed as to Issues 1, 2, 4, 5, and 8, and Issues 3, 6, 7, and 9 of Student's amended complaint as to claims arising on or after May 16, 2023, only.

IT IS SO ORDERED.

Kara Hatfield

Kara Hatfield
Administrative Law Judge
Office of Administrative Hearings