BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT AND SIERRA EXPEDITIONARY LEARNING SCHOOL.

OAH CASE NUMBER 2026050505

ORDER DENYING MOTION TO DISMISS

JUNE 2, 2026

On May 27, 2026. Tahoe Truckee Unified School District, called Tahoe Truckee, filed a motion to dismiss with the Office of Administrative Hearings, called OAH. On May 28, 2026, Student filed an opposition.

Although OAH will grant motions to dismiss allegations that are facially outside of OAH jurisdiction such as, civil rights claims, section 504 claims, enforcement of settlement agreements, or incorrect parties, special education law does not provide for a summary judgment procedure. Here, the motion to dismiss is not limited to matters that are facially outside of OAH jurisdiction, but instead seeks a ruling on the merits.

In Student's amended due process hearing request, called the amended complaint, Student alleges four claims against both Tahoe Truckee and its charter school Sierra Expeditionary Learning School, called Sierra. The four claims allege the two educational agencies:

- failed their child find obligations,
- created a hostile educational environment,
- forced Student out of the school district,
- and refused to respond to Parent's educational records request.

The amended complaint, filed on behalf of Student by her self-represented Parent, adds facts explaining how, for each claim, the educational agencies interfered with Student's access to special education or with Parent's opportunity to participate in decision making about Student's education. As to the first claim, instead of initiating child find, Student alleges Parent was told to medicate Student or have Parent get mental health care herself. In addition, Student alleges her teachers did not share progress with Parent, and administrators delayed conducting assessments, interfering with Parent's ability to participate in developing Student's educational program.

In the second claim, Student alleges she was not given curriculum materials and was denied common supports, such as being permitted to count on her fingers, during timed schoolwork, which interfered with her ability to access the curriculum.

In the third claim, Student alleges Tahoe Truckee changed Student's program without informing Parent, and refused to respond to Parent's complaints, interfering with Parent's participation in designing Student's educational program. Additionally, Tahoe Truckee interfered with Student's access to curriculum by providing services after

Parent withdrew consent and suggested Parent enroll Student in a different school district.

The fourth claim alleges Tahoe Truckee destroyed, modified, or refused to provide educational records to Parent on request, denying Student a free appropriate public education, called FAPE, because Parent could not participate in developing Student's program. As remedies, Student seeks prospective services and placement, compensatory education, and correction of Student's educational records.

Tahoe Truckee seeks to be dismissed as a party based on interpretation of a financial and operational agreement between the Tahoe Truckee and Sierra, attached as an exhibit to the sworn declaration of Tahoe Truckee's executive director of student services. The declaration adds facts not contained in the complaint, and explains to OAH the legal ramifications of the agreement. The declaration concludes, and Tahoe Truckee asserts in its moving papers, that when the new facts are analyzed under the agreement, Tahoe Truckee is not responsible to Student on any of the claims alleged.

Truckee also argues that none of the alleged actions actually denied Student educational benefit or interfered with Parent's opportunity to be involved in decision-making regarding Student's education, so were not violations of the Individuals with Disabilities Education Act (20 U.S.C. § 1400, et seq.), called the IDEA. On that basis, Tahoe Truckee contends OAH has no jurisdiction over it, and Tahoe Truckee must be dismissed.

Student's opposition argues that the financial and operational agreement between Tahoe Truckee and Sierra allocates certain responsibilities between the two educational agencies, and expressly requires that both be named in any due process request.

Tahoe Truckee seeks dismissal of Student's claims on the merits of its factual and contractual defenses, but special education law does not provide a procedure for summary judgement based on Tahoe Truckee's defenses prior to hearing. Student's claims that Tahoe Truckee denied her educational benefit and interfered with Parent's decision making opportunities are IDEA violations, making Tahoe Truckee an appropriate party over which OAH has jurisdiction.

Accordingly, the motion to dismiss is denied. All dates currently set in this matter are confirmed.

IT IS SO ORDERED.

Alexa Hohensee

Alexa Hohensee
Administrative Law Judge
Office of Administrative Hearings