

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENTS ON BEHALF OF STUDENT,

v.

LOS ANGELES UNIFIED SCHOOL
DISTRICT.

OAH CASE NO. 2010100031

ORDER GRANTING MOTION TO
DISMISS CLAIMS THROUGH
JANUARY 22, 2010

On October 1, 2010, Student filed a Request for Due Process Hearing (complaint) against the Los Angeles Unified School District (District). On October 22, 2010, the District filed a Motion to Dismiss Student's claims and request for reimbursement through January 22, 2010, pursuant to a previous agreement between the parties. Student did not file a response to the Motion to Dismiss.

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); see also Ed. Code, § 56501, subd. (a).) The jurisdiction of OAH is limited to these matters. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029 [hereafter *Wyner*].)

Settlement agreements are interpreted using the same rules that apply to interpretation of contracts. (*Vaillette v. Fireman's Fund Ins. Co.* (1993) 18 Cal.App.4th 680, 686, citing *Adams v. Johns-Manville Corp.* (9th Cir. 1989) 876 F.2d 702, 704.) "Ordinarily, the words of the document are to be given their plain meaning and understood in their common sense; the parties' expressed objective intent, not their unexpressed subjective intent, governs." (*Id.* at p. 686.) If a contract is ambiguous, i.e., susceptible to more than one interpretation, then extrinsic evidence may be used to interpret it. (*Pacific Gas & Electric Co. v. G. W. Thomas Drayage & Rigging Co.* (1968) 69 Cal.2d 33, 37-40.) Even if a contract appears to be unambiguous on its face, a party may offer relevant extrinsic evidence to demonstrate that the contract contains a latent ambiguity; however, to demonstrate an ambiguity, the contract must be "reasonably susceptible" to the interpretation offered by the party introducing extrinsic evidence. (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391, 393.)

DISCUSSION

The District contends that Parents waived on behalf of Student all claims and reimbursement rights through January 22, 2010, based upon the parties' resolution of Parents' September 1, 2009 Informal Dispute Resolution (IDR) request. Parents submitted the IDR request to the District in lieu of filing of formal due process request. Parents resolved the IDR request on January 22, 2010, with the District agreeing to reimburse Parents for speech and language services. In the January 22, 2010 agreement, Parents agreed that acceptance of the District's offer settled all educational claims to date. Accordingly, Parents' acceptance of the District's offer constitutes a waiver of claims and reimbursement rights through January 22, 2010, and the District's motion to dismiss claims and reimbursement through January 22, 2010, is granted.

ORDER

The District's Motion to Dismiss Student's claims and reimbursement request through January 22, 2010, is granted. The matter will proceed as scheduled as to the remaining claims and proposed resolutions.

IT IS SO ORDERED.

Dated: October 28, 2010

/s/

PETER PAUL CASTILLO
Administrative Law Judge
Office of Administrative Hearings