

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

In the Matter of:

PARENT ON BEHALF OF STUDENT,

v.

LOS ANGELES UNIFIED SCHOOL  
DISTRICT.

OAH CASE NO. 2011070768

ORDER GRANTING IN PART AND  
DENYING IN PART DISTRICT'S  
MOTION TO DISMISS

On July 22, 2011, Student filed a Request for Due Process Hearing (complaint) naming District as the respondent. On August 2, 2011, District filed a Motion to Dismiss. OAH has received no response. As explained below, the Motion is granted in part and denied in part.

In the complaint, Student stated that a mediated Settlement Agreement arising out of a prior complaint should, for various reasons, be voided. The complaint states that the Settlement Agreement was dated May 31, 2012, a date which is clearly a typographical error. District's Motion attaches a copy of the Settlement Agreement, which is dated April 6, 2011.

The complaint further stated two "Problems" alleging various procedural and substantive denials of a free appropriate public education (FAPE) dating from Student's March 4, 2011, individualized educational program (IEP) onward. Student's factual allegations included facts dated prior to and subsequent to April 6, 2011.

For example, Problem Number 1 made allegations prior to and including Student's March 4, 2011, IEP, which pre-dated the Settlement Agreement. But it also contained allegations concerning a request for a functional behavioral assessment (FBA). According to the factual allegations of the complaint, Student's behavioral issues and the request for the FBA arose after the Settlement Agreement, and were first discussed at or around a June 6, 2011, IEP meeting.

Problem Number 2 alleges a failure to offer and provide an appropriate educational program for the 2011-2012 school year. These allegations could concern the discussions either before the Settlement Agreement at the March 4, 2011, IEP or after the Settlement Agreement at the June 6, 2011, IEP. Thus, Problem Number 2 is ambiguous as to the dates it encompasses.

District's Motion to Dismiss seeks to dismiss the complaint in its entirety, arguing that the April 6, 2011 Settlement Agreement released all claims against District through the

date of execution. As explained below, the Motion to Dismiss is granted in part, as to allegations pre-dating the April 6, 2011 date of execution of the Settlement Agreement.

## APPLICABLE LAW

The purpose of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 et. seq.) is to “ensure that all children with disabilities have available to them a free appropriate public education” (FAPE), and to protect the rights of those children and their parents. (20 U.S.C. § 1400(d)(1)(A), (B), and (C); see also Ed. Code, § 56000.) A party has 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) [party has a right to present a complaint regarding matters involving proposal or refusal to initiate or change the identification, assessment, or educational placement of a child; the provision of a FAPE to a child; the refusal of a parent or guardian to consent to an assessment of a child; or a disagreement between a parent or guardian and the public education agency as to the availability of a program appropriate for a child, including the question of financial responsibility].) 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.)

This limited jurisdiction does not include jurisdiction over claims alleging a school district’s failure to comply with a settlement agreement. In *Pedraza v. Alameda Unified Sch. Dist.* (D. Cal. 2007) 2007 U.S. Dist. LEXIS 26541 the United States District Court for the Northern District of California held that OAH has jurisdiction to adjudicate claims alleging denial of a free appropriate public education as a result of a violation of a mediated settlement agreement, as opposed to “merely a breach” of the mediated settlement agreement that should be addressed, not by OAH, but by the California Department of Education’s compliance complaint procedure.

This limited jurisdiction likewise does not include jurisdiction over claims alleging that a settlement agreement should be voided. OAH does not have the authority to void or modify the parties’ agreement. (*Y.G. v. Riverside Unified Sch. Dist.* (C.D. Cal. 2011) 2011 WL 791331, \*5.)

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

Pursuant to the authority discussed above, OAH does not have jurisdiction to void settlement agreements. Therefore District’s Motion is granted as to those claims.

In addition, OAH does not have jurisdiction to entertain Student’s claims that were clearly released in the Settlement Agreement, in which Student “waive[d] any and all claims related to, or arising from, Student’s educational program through the date of full execution of this Agreement. Petitioner understands that this waiver includes all claims that were or could have been raised in OAH Case No. 2011031009.” Therefore, District’s Motion to Dismiss Student’s complaint is granted as to all claims allegations arising before April 6, 2011.

OAH does have jurisdiction over claims that either (1) allege breach of the settlement agreement amounting to a denial of FAPE, or (2) are otherwise not subject to the language of the release. Here, the express release language of the Settlement Agreement did not bar claims that arose after the date of execution, or April 6, 2011. Accordingly, because the complaint contained claims that post-date April 6, 2011, the complaint is not dismissed in its entirety. Therefore, District’s Motion to Dismiss Student’s complaint is denied as to all claims arising after April 6, 2011.

## ORDER

1. District’s motion to dismiss is granted in part as to all claims arising prior to April 6, 2011.
2. District’s motion to dismiss is denied in part as to all claims arising after April 6, 2011.
3. District’s motion to dismiss is granted in part as to Student’s claims that the Settlement Agreement should be voided.

Dated: August 08, 2011

/s/

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JUNE R. LEHRMAN  
Administrative Law Judge  
Office of Administrative Hearings