

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENT ON BEHALF OF STUDENT,

v.

SANTA CLARA UNIFIED SCHOOL
DISTRICT.

OAH Case No. 2015110763

ORDER GRANTING MOTION TO
DISMISS ACTION

Student filed a request for due process in this matter, against the Santa Clara Unified School District, on November 10, 2015. On December 23, 2015, the Office of Administrative Hearings was notified that the parties had reached a final settlement agreement in this matter, subject to approval by Santa Clara's board. OAH vacated hearing dates and set the matter for a status conference on January 27, 2016. At the status conference, Student refused to dismiss this action. On February 5, 2016, Santa Clara filed a motion to dismiss. OAH did not receive a response from Student.

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. This jurisdiction is limited. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029 [hereafter *Wyner*].)

This limited jurisdiction does not include jurisdiction over claims alleging a school district's failure to comply with a settlement agreement. (*Id.* at p. 1030.) In *Wyner*, during the course of a due process hearing the parties reached a settlement agreement in which the district agreed to provide certain services. The hearing officer ordered the parties to abide by the terms of the agreement. Two years later, the student initiated another due process hearing, and raised, inter alia, six issues as to the school district's alleged failure to comply with the earlier settlement agreement. The California Special Education Hearing Office (SEHO), OAH's predecessor in hearing IDEA due process cases, found that the issues pertaining to compliance with the earlier order were beyond its jurisdiction. This ruling was upheld on appeal. The *Wyner* court held that "the proper avenue to enforce SEHO 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 SEHO order in a prior due process hearing.” (*Wyner, supra*, 223 F.3d at p. 1030.)

OAH may have jurisdiction in some limited instances when a settlement agreement is at issue. 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 by the California Department of Education’s compliance complaint procedure.

To the extent that OAH may consider a settlement agreement, it is 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 AND ORDER

The settlement agreement in this matter states that upon notice to Student’s counsel that Santa Clara’s board approved the settlement agreement, Student shall dismiss this action within three business days. The school board for Santa Clara approved the settlement agreement on January 14, 2016. Santa Clara’s counsel forwarded notice of that approval to Student’s counsel. However, Student did not dismiss this matter, and a status conference was held by the undersigned on January 27, 2016.¹ During the status conference, Student’s counsel asserted that Father and counsel were dissatisfied with one of the terms of the settlement agreement and that they were seeking an amendment to the settlement agreement. Therefore, Student was unwilling to dismiss the matter. While Student did not file a response to Santa Clara’s motion to dismiss, the supporting declaration to the motion affirms the position Student’s counsel set out at the status conference.

¹ Status conferences are not recorded, unless specifically requested by a party or determined by the Administrative Law Judge holding the status conference.

As discussed above, OAH does not have jurisdiction over issues concerning the enforcement of a settlement of a special education due process matter. To the extent that Student is asserting that Santa Clara is not executing the agreement, as Student had understood it would be executed, OAH has no jurisdiction over the matter. To the extent that Student is asserting that the case should not be dismissed because Student is seeking to amend an otherwise fully executed settlement agreement, Student has provided no legal authority for such a position and OAH has no jurisdiction. To the extent that Student is asserting a denial of FAPE based upon the services provided in the settlement agreement, that is not an issue before OAH as it is not an issue in the complaint in this matter. Again, OAH has no jurisdiction.

The settlement agreement in this matter may be interpreted for the purpose of the motion to dismiss. The plain language of the settlement agreement states that Student is required to dismiss this action upon notice of board approval of the settlement agreement. All conditions precedent to Student's duty to dismiss this action have occurred. Accordingly, Santa Clara's motion to dismiss is granted.

For Good Cause shown, all dates are vacated and the case is DISMISSED.

Dated: February 11, 2016

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BOB N. VARMA
Division Presiding Administrative Law Judge
Office of Administrative Hearings