

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENT ON BEHALF OF STUDENT,

v.

GARDEN GROVE UNIFIED SCHOOL
DISTRICT.

OAH Case No. 2014080303

ORDER GRANTING IN PART
MOTION TO DISMISS

On August 5, 2014, Student filed a Request for Due Process Hearing (complaint) with the Office of Administrative Hearings, naming Garden Grove Unified School District. On August 15, 2014, District filed one Motion to Dismiss, alleging that OAH did not have jurisdiction to adjudicate Issues 17 and 18. The same day, District filed another Motion to Dismiss, which requests that OAH dismiss Issue 1 as Student waived this claim in the parties' November 21, 2013 settlement agreement. On August 20, 2014, Student submitted an opposition to both of District's motions. On August 21, District filed a reply brief.

APPLICABLE LAW

OAH does not have jurisdiction to entertain claims based on Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.).

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

Regarding Issue 1, the redacted settlement agreement provided by the parties states clearly that Student waived all known and unknown educationally based claims that existed as of November 21, 2013. So to the extent that Issue 1 raises claims that occurred on or before November 21, 2013, Student waived those claims in the settlement agreement. However, the settlement agreement use of language to attempt to bar future claims “which may occur as a result of” the settlement agreement does not necessarily call for the dismissal of Issue 1 as claims may exist regarding Student’s home-hospital placement that occurred after November 21, 2013, that do not relate to the settlement agreement. This creates triable issues for hearing to determine what allegations, if any, that occurred after November 21, 2013, are the result of the settlement agreement.

Regarding Student’s claims in Issues 17 and 18 that District violated provisions of Section 504, OAH does not have jurisdiction to hear these claims as they do not relate to matters under the Individuals with Disabilities Education Act.

ORDER

1. District’s Motion to Dismiss Issue 1 is granted in part as to claims that occurred on or before November 21, 2013.
2. District’s Motion to Dismiss Issues 17 and 18 is granted.
3. The matter will proceed as scheduled as to the remaining issues.

DATE: August 27, 2014

/s/
PETER PAUL CASTILLO
Administrative Law Judge
Office of Administrative Hearings