

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

STUDENT,

v.

BONITA UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2021090821

ORDER GRANTING STUDENT'S MOTION TO REOPEN CASE
AND GRANTING BONITA UNIFIED SCHOOL DISTRICT'S
MOTION TO DISMISS FOR LACK OF JURISDICTION

OCTOBER 26, 2021

On September 27, 2021, Student filed a Due Process Hearing Request, referred to as a complaint, with the Office of Administrative Hearings, naming Bonita Unified School District, referred to as Bonita. The Office of Administrative Hearings is referred to as OAH. On October 5, 2021, Student filed an additional Request for Due Process Hearing. OAH treated Student's October 5, 2021 filing as Motion to Amend the Due Process Hearing Request and Amended Complaint. On October 11, 2021, OAH granted Student's Motion to Amend the Complaint.

On October 12, 2021, Student filed a Motion to Amend the Complaint and an Amended Complaint. On October 12, 2021, Bonita filed a Statement of Non-opposition to Student's Motion to Amend.. On October 13, 2021, OAH issued an Order Granting Student's Second Motion to Amend Complaint.

On October 22, 2021, Bonita filed a Motion to Dismiss Student's Second Amended Complaint. Bonita asserts that the complaint should be dismissed because the parties entered into a written settlement agreement in a prior case Student filed with OAH Case Number 2019100276 in which Student waived all claims under the Individuals with Disabilities Education Act and the provision of special education and related services through the date the settlement agreement was executed. The settlement agreement was dated November 22, 2019 and signed by both parties on March 4, 2020. Bonita contends OAH does not have jurisdiction to adjudicate the issues raised in Student's Second Amended Complaint by virtue of the settlement agreement. More particularly, Bonita contends the claims raised in the Second Amended Complaint are the same issues previously raised by Student in OAH Case Number 2019100276 and are barred by the terms of the settlement agreement. Bonita attached to its motion a copy of the executed settlement agreement and a declaration from Mark Rodgers, Senior Director of Student Services for Bonita, attesting to the validity of the settlement agreement.

Student filed an opposition to Bonita's Motion to Dismiss on October 22, 2021, and a document titled Updated Motion Opposing Dismissal of Amended Complaint on October 25, 2021. Although Student's opposition brief is difficult to understand, when read in conjunction with Student's Second Amended Complaint, it appears Student's grievance is that he received a regular high diploma without having satisfied state mandated course requirements and further that he is entitled a free appropriate public

education until he is twenty-two years old. The facts alleged by Student occurred between February 2019 through February 2020; prior to execution of the settlement agreement.

Just after filing Updated Motion Opposing Dismissal of Amended Complaint, Student filed a dismissal of Student's complaint. About three hours later on October 25, 2021, Student filed a request for OAH to ignore the dismissal.

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," 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 free appropriate public education to a child, referred to as FAPE; 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 School. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029.)

OAH's limited jurisdiction does not include claims alleging a school district failed to comply with the terms of a settlement agreement. (*Wyner, supra*, at p. 1030.) In

Pedraza v. Alameda Unified Sch. Dist. (N.D. Cal. 2007, No. C 05-04977 VRW) 2007 WL 949603 (*Pedraza*), the United States District Court for the Northern District of California recognized OAH's jurisdiction to adjudicate claims alleging denial of FAPE as the result of a violation of a settlement agreement, as opposed to a breach of a settlement agreement that should be addressed by the California Department of Education's compliance procedure.

Settlement agreements are interpreted using the same rules that apply to interpretation of contracts. (*Vaillette v. Fireman's Fund Ins. Co.* (993) 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 susceptible to more than one interpretation, extrinsic evidence may be used to interpret it. (*Pacific Gas & Electric Co. v. G.W. Thomas Drayager & 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, provided the contract is reasonably susceptible to the interpretation of the party introducing extrinsic evidence. (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391, 383.)

DISCUSSION

Before getting into the merits of Bonita's motion to dismiss Student's complaint, OAH grants Student's motion to reopen its case.

Regarding Bonita's motion to dismiss, Student's Second Amended Complaint alleges Student should not have received a high school diploma because he did not pass at least one required class, and further that he is entitled to a FAPE until he reaches

the age of twenty-two. However, the express purpose of the parties' November 22, 2019 settlement agreement was to confirm Student had satisfied the California graduation requirements for the issuance of a regular high school diploma and to settle all claims between Student and Bonita retrospectively up to the date the settlement agreement was executed.

Student specifically waived all claims under the IDEA, state education law, and various other federal and state statutes in paragraph 10 of the settlement agreement. The November 22, 2019 settlement agreement was fully executed by all parties on March 4, 2020, and Bonita issued a regular high school diploma to Student effective June 2019. Based upon the express terms of the settlement agreement, Student waived all educationally related claims arising prior to March 4, 2020. Further, Student does not raise, nor can he raise, claims arising after March 4, 2020 related to the provision of a FAPE since by the express terms of the settlement agreement Student was exited from special education effective June 2019. Because the plain language of the settlement agreement and release of claims bars all claims related to the time period prior to and up through its execution, OAH is without jurisdiction to adjudicate Student's Second Amended Complaint. If Student's wishes to void the settlement agreement, Student

needs to file an action in State or Federal Court as OAH does not have the authority to void or modify the parties' previous agreement. (*Y.G. v. Riverside Unified Sch. Dist.* (C.D. Cal. 2011) 2011 WL 791331, *5.) Accordingly, Bonita's Motion to Dismiss is granted.

ORDER

1. Student's motion to reopen Student's case is granted.
2. Bonita's Motion to Dismiss is Granted and this matter is hereby dismissed.
3. All dates shall be vacated.

IT IS SO ORDERED.

Jennifer Kelly

Jennifer Kelly

Administrative Law Judge

Office of Administrative Hearings