

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:
PARENTS ON BEHALF OF STUDENT,

v.

PLEASANTON UNIFIED SCHOOL DISTRICT AND CONTRA COSTA
COUNTY OFFICE OF EDUCATION.
OAH CASE NUMBER 2021110690

ORDER FOR LEGAL BRIEFING ON PRELIMINARY
JURISDICTIONAL ISSUE

FEBRUARY 15, 2022

On February 10, 2022, Contra Costa County Office of Education, called CCCOE, filed a motion to dismiss asserting that it is not the responsible party for Student's free appropriate public education, called FAPE, under the parties' March 2021 settlement agreement and subsequent individual education programs. Thus, CCCOE maintained, it should be dismissed as a party as to Student's issues A and B in the first amended complaint. Additionally, CCCOE argued that the Office of Administrative Hearings, called OAH, lacks jurisdiction to hear Student's contract claims and thus, Student's issue 3 in the first amended complaint should be dismissed in its entirety.

Student filed opposition on February 14, 2022 and had the opportunity to argue the motion at the February 14, 2022 prehearing conference. Student maintained that both Pleasanton and CCCOE are decision makers in Student's education and can be found jointly and severely liable for Student's education. Further, the terms of the March 2021 settlement agreement show that CCCOE's decision making directly effects Student's education as to the issues raised in Student's first amended complaint. Thus, it argued, CCCOE is a necessary party to this action, and it should not be dismissed. In support of this proposition, Student cited nine separate excerpts from the March 2021 settlement agreement in its opposition. Student also argued that CCCOE implements Student's education and thus can be found liable for the FAPE violations at issue in this matter, as implementation of the settlement agreement and individual education program offers is its responsibility. Student does not oppose dismissing Student's issue C in its entirety.

Here, both parties rely on terms in the March 2021 settlement agreement in determining CCCOE's legal responsibility to Student. However, as a preliminary matter, a question arises as to what extent OAH has authority to interpret the settlement agreement to determine the legal responsibilities of CCCOE to Student and to enable it to rule on the motion to dismiss.

On February 10, 2022, Pleasanton Unified School District, called Pleasanton, filed a prehearing conference statement, and requested an initial legal argument before taking any evidence in this matter regarding the effect of the parties' March 2021 settlement agreement, including past and prospective waivers, on Student's issues in this matter. Specifically, Pleasanton seeks to provide OAH with legal argument that certain Student claims raised and requested remedies are in whole or in part precluded by the terms and legal waivers set forth in the March 2021 settlement agreement.

Pleasanton further asserted that the preliminary issue regarding the effect of the settlement agreement on Student's issues could be presented as phase one of the due process hearing similar to statute of limitations determination at a due process hearing.

Student opposed Pleasanton's request at the February 14, 2022 prehearing conference hearing stating that the issues related to the settlement agreement require both legal argument and factual evidence which must be conducted at an evidentiary due process hearing, and not by pleadings or argument alone. Further, Student argued that there was no need to phase the hearing as the respondents could present their defenses during the due process hearing without any preliminary determination.

Much like the motion to dismiss, a question as to whether OAH has the authority and jurisdiction to interpret the settlement agreement must be determined first. This determination must be made before a ruling can be made regarding Pleasanton's request for an initial legal argument regarding the effects of the settlement agreement on the issues in this matter.

Accordingly, the parties are ordered to brief this preliminary jurisdictional matter and submit it to OAH by Friday February 18, 2022, at 8AM including:

1. Does OAH have the authority to interpret settlement agreements to determine the responsible local educational agency? If so, under what conditions?
2. Does OAH have the authority to interpret settlement agreements to determine the effect of its terms on the Student's issues and proposed resolutions? If so, under what conditions?
3. If there are inconsistencies and ambiguities as to the March 2021 settlement agreement terms, which venue has jurisdiction to resolve the dispute?

Before the commencement of the hearing, the ALJ will may rule on this preliminary matter, or may request oral argument at the onset of the due process hearing. Once a ruling is made on this preliminary jurisdictional matter, the due process hearing will then proceed on any remaining issues, and a decision will be made regarding CCCOE's motion to dismiss and Pleasanton's request for an initial legal argument.

IT IS SO ORDERED.

A handwritten signature in cursive script that reads "Cynthia Fritz".

Cynthia Fritz

Administrative Law Judge

Office of Administrative Hearings