BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

CUPERTINO UNION SCHOOL DISTRICT.

OAH CASE NUMBER 2026010399

# ORDER GRANTING MOTION TO DISMISS NON-EXPEDITED ISSUE 53 AND ALL CLAIMS THROUGH APRIL 10, 2025

APRIL 9, 2026

On January 12, 2026, the Office of Administrative Hearings, called OAH, received a due process hearing request from Student naming Cupertino Union School District. The complaint contained expedited and non-expedited hearing claims. OAH set the expedited and non-expedited matters for separate hearings.

The expedited claims proceeded to hearing on February 2, 4, and 11, 2025. The Expedited Decision issued March 4, 2026. The non-expedited claims are presently set for a prehearing conference on April 13, 2026, and hearing on April 21, 22 and 23, 2026.

On February 18, 2026, Cupertino filed a Motion to Dismiss 12 non-expedited issues because OAH lacked jurisdiction Student did not file a response to the motion.

OAH granted Cupertino's motion and issued an order dismissing non-expedited Issues 22-27, 29-33, and 46. Twenty-one non-expedited issues remain for hearing.

On February 18, 2026, Cupertino also filed a Motion to Dismiss All Claims Through April 10, 2025, pursuant to the release and waiver of the parties' settlement agreement. Cupertino also seeks to dismiss Issue 53, because OAH lacks jurisdiction. Student did not file a response.

## 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. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029.)

This limited jurisdiction does not include claims alleging a school district's failure to comply with a settlement agreement. (*Id.* at p. 1030.) In the *Wyner* case, the parties reached a settlement agreement in which the district agreed to provide certain services during the course of a due process hearing. The decision in *Wyner* held that "the proper avenue to enforce Special Education Hearing Office 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 Special Education Hearing Office order in a prior due process hearing." (*Wyner, supra*, 223 F.3d at p. 1030.)

OAH also does not have jurisdiction to hear claims waived by a prior settlement agreement. (See *Y.G. v. Riverside Unified Sch. Dist.* (C.D.Cal. 2011) 774 F.Supp.2d 1055,

1059-62; see also *N.P. v. Kenton County Public Schools* (E.D.Ky., Feb. 8, 2023, No. CV-20-142-DLB-EBA) 2023 WL 1822833, at p. *2 [finding a waiver that bars claims under the IDEA prevents a court from reviewing those claims].) If a party seeks to invalidate, or set aside, a settlement agreement, it must seek relief from a court of competent jurisdiction, such as a state or federal court. (*Y.G., supra,* 774 F.Supp.2d at pp. 1061-62.)

## DISCUSSION

The parties were previously involved in three due process proceedings regarding Student during the 2024-2025 school year. (OAH Case Nos. 2024100966, 2024110522, and 2025040244.) The undersigned took notice of the official records for all three matters. (Evid. Code § 452, subd. (c); *Hogen v. Valley Hospital* (1983) 147 Cal. App. 3d, 119, 125.) The parties resolved all three due process matters through a Settlement Agreement, dated April 10, 2025, referred to as the Settlement Agreement.

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.)

Here, the Settlement Agreement contained a clear and unambiguous waiver of claims against Cupertino, and an accompanying waiver of Civil Code § 1542 protections. This waiver included, "all past, present, and future, known and unknown claims, damages, liabilities, rights, and complaints arising from, or related to, Student's education through the Effective Date of this Agreement. . . ." The Settlement Agreement defined the "Effective Date" as the date all parties signed the agreement. All parties

signed the Settlement Agreement on April 10, 2025. Therefore, Parents waived claims through April 10, 2025.

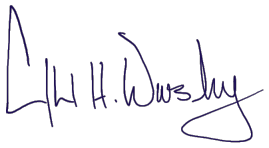
The waiver included in the Settlement Agreement affects the remaining issues in this non-expedited hearing, because many are without timeframes. Therefore, all claims prior to April 11, 2025, are dismissed because OAH does not have jurisdiction over claims waived by a prior settlement agreement. Any remaining uncertainty regarding the time periods to which the non-expedited issues refer will be resolved at the non-expedited prehearing conference, on April 13, 2026.

Also, Student's non-expedited Issue 53 challenges the validity of the April 10, 2025 settlement agreement. Issue 53 is dismissed because OAH does not have jurisdiction to hear claims challenging the validity of a settlement agreement. (*Wyner, supra*, 223 F.3d at p. 1030.)

## ORDER

1. Cupertino Union School District's motion to dismiss is granted.
2. Issue 53 is dismissed.
3. All claims through April 10, 2025, related to the remaining non-expedited claims, are dismissed.

## IT IS SO ORDERED.



Clifford H. Woosley
Administrative Law Judge
Office of Administrative Hearings