BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of: PARENT ON BEHALF OF STUDENT, v. BUENA PARK SCHOOL DISTRICT.	OAH Case No. 2017060186 ORDER DENYING MOTION FOR STAY PUT

On June 7, 2017, Student filed a motion for stay put with the Office of Administrative Hearings, against the Buena Park School District. On June 13, 2017, District filed an opposition on the grounds that a settlement agreement between the parties permits District to change Student's educational placement. District included a copy of the settlement agreement and related documents with its opposition.

APPLICABLE LAW

Until due process hearing procedures are complete, a special education student is entitled to remain in his or her current educational placement, unless the parties agree otherwise. (20 U.S.C. § 1415(j); 34 C.F.R. § 300.518(a) (2006); Ed. Code, § 56505 subd. (d).) This is referred to as "stay put." For purposes of stay put, the current educational placement is typically the placement called for in the student's individualized education program, which has been implemented prior to the dispute arising. (*Thomas v. Cincinnati Bd. of Educ.* (6th Cir. 1990) 918 F.2d 618, 625.)

In California, "specific educational placement" is defined as "that unique combination of facilities, personnel, location or equipment necessary to provide instructional services to an individual with exceptional needs," as specified in the IEP. (Cal. Code Regs. tit. 5, § 3042, subd. (a).)

The interpretation of settlement agreements is based on familiar and well-established principles of contract law. (*Miller v. Fairchild Indus.* (9th Cir. 1986) 797 F.2d 727, 733; see also *Jeff D. v. Andrus* (9th Cir. 1990) 899 F.2d 753, 759.) If a written agreement is not equivocal or ambiguous, "the writing or writings will constitute the contract of the parties, and one party is not permitted to escape from its obligations by showing that he did not intend to do what his words bound him to do." (*Brant v. California Dairies, Inc.* (1935) 4 Cal.2d 128, 134; see also 1 Witkin, Summary of Cal. Law, Contracts, § 89 ["Ordinarily, one who accepts or signs an instrument, which on its fact is a contract, is deemed to assent to all its terms . . . ."]; cf. *Skrbina v. Fleming Co., Inc.* (1996) 45 Cal.App.4th 1353, 1368 [releases must be "clear, explicit and comprehensible in each of their essential details"].) By entering into a settlement agreement, each party agrees to "extinguish those legal rights it sought to

enforce through litigation in exchange for rights secured by the contract." (*Village of Kaktovik v. Watt* (D.C.Cir. 1982) 689 F.2d 222, 230.) In addition, parties may waive claims that, at the time of the settlement agreement, are unknown to them. (Civ. Code, § 1542.)

DISCUSSION

The parties signed a settlement agreement on June 23, 2016, to resolve a prior dispute. Per the settlement agreement, District agreed to fund Student's placement at the Speech and Language Developmental Center, a nonpublic school in Buena Park, California. Per the agreement, if a disagreement arises regarding Student's educational placement for the 2017 extended school year and the 2017-2018 school year, then Student's "stay put" educational placement and services will be the educational program set forth in Student's November 12, 2015 IEP. That IEP calls for placement at Emory Elementary, a District school.

Student asserts that District cannot change his placement to Emory because his last agreed upon and implemented educational placement is the Speech and Language Developmental Center.

Based on the evidence in the parties' pleadings and attachments, the June 23, 2016 settlement agreement provided that Student would remain at the Speech and Language Developmental Center through the end of the 2016-2017 school year. On or about May 12, 2017, a dispute arose regarding District's offer of placement and services for the 2017 extended school year and 2017-2018 school year. The settlement agreement specifically provided for that circumstance, and the parties agreed to stay put terms.

OAH does not have the authority to void or modify the parties' previous agreements. (*Y.G. v. Riverside Unified Sch. Dist.* (C.D. Cal. 2011) 2011 WL 791331, *5.) Therefore, OAH must interpret the settlement agreement to determine Student's stay put educational program. The language of the settlement agreement is clear regarding terms for stay put. Per those terms, Student's stay put educational placement is Emory, along with the educational program described in Student's November 12, 2015 IEP. For those reasons, Student's motion for stay put is denied.

ORDER

Student's motion for stay put is denied.

DATE: June 20, 2017

DocuSigned by:
Paul Kamoroff
743826F41397447...

PAUL H. KAMOROFF
Administrative Law Judge
Office of Administrative Hearings