BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of: PARENT ON BEHALF OF STUDENT, v. SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT.	OAH Case No. 2016110105 ORDER GRANTING DISTRICT'S MOTION TO LIMIT ISSUES FOR HEARING

On October 26, 2016, Parents, on behalf of Student, filed a Request for Due Process Hearing (complaint) with the Office of Administrative Hearings, naming San Ramon Valley Unified School District as respondent.

On November 30, 2016, San Ramon filed a "Motion to Limit the Issues for Hearing" based on the existence of a settlement agreement. This motion has been interpreted as a motion to dismiss some of the issues in the complaint.

OAH has not received a response from Student.

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 [hereafter *Wyner*].)

However, when a party files a complaint based on claims that were waived as part of a settlement agreement, OAH will dismiss the case. (See, e.g., *Student v. Los Angeles Unified School District*, (2011) OAH case number 2011091067; *Capistrano Unified School District v. Parent (2011) OAH case number 2011060748*.)

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

Student raises two claims against San Ramon. During the prehearing conference on November 28, 2016, the claims were articulated as follows:

1. Did San Ramon commit the following procedural violations in the May 20, 2016, October 10, 2016, and October 24, 2016 IEP meetings which resulted in a denial of a free appropriate public education for the 2016-2017 school year:

a. failing to offer a specific non-public school;
b. failing to discuss individualized education program goals; and
c. failing to consider input from parents including reports provided and alternative placements recommended.

2. Did San Ramon deny Student a FAPE by failing to offer appropriate placement and services in the May 20, 2016, October 10, 2016, and October 24, 2016 IEPs?

San Ramon, in its motion, asks that Student's complaint be limited to those issues arising at or after the IEP team meeting that took place on October 10, 2016, because Student released all claims against the San Ramon as of the date of a fully executed settlement agreement dated August 2, 2016. That agreement specified that claims up to the date of the IEP meeting that would be scheduled to occur prior to October 31, 2016 were waived. The October IEP meeting took place on October 10 and 24, 2016. A copy of the settlement agreement is attached to San Ramon's motion.

Student's complaint did not address the fact that the parties entered a final settlement agreement on August 2, 2016, waiving all claims up to the October 10, 2016 IEP team meeting. In his complaint Student raised claims of a denial of a FAPE and procedural violations prior that occurred before October 10, 2016.

San Ramon attached to its motion a copy of the "Final Compromise and Release Agreement" [Student] v. San Ramon Valley Unified School District OAH Case No 2016 070041, dated August 2, 2016, and signed by both Parents, who represented Student , as well

as by an attorney for San Ramon. Section III of the agreement, entitled "General Release and Discharge" specifies:

> Parents hereby full release and discharges the District from past, present and future claims, damages, liabilities, rights and complaints of whatever kind or nature arising from or related to Student's education, including special education, up to the date of the IEP meeting identified above in Paragraph II.B.4.

Section II.B.4 of the agreement states:

> The District shall convene an IEP meeting by October 31, 2016[,] to review and discuss Student's placement. In the event of a future disagreement between the parties as a result of this meeting, stay put shall be the placement and services contained in the May 18, 2016 IEP (moderate special day class at Creekside). Parent do not waive any claims regarding the procedural or substantive propriety of the District's offer of placement or services developed in said IEP meeting.

Parents' signatures on the "Final Compromise and Release Agreement" signify their agreement to settlement of and waiver of any additional claims related to Student's education, including special education, prior to the October 10, 2016 IEP team meeting. Because the plain language of the settlement agreement resolves all claims contained in Student's complaint that preceded the October 10, 2016 IEP team meeting, OAH is without jurisdiction to entertain those claims.

ORDER

1. San Ramon's Motion to Limit the Issues for Hearing is granted. The case shall proceed as scheduled on December 8, 2016 as to Student's claims occurring on or after October 10, 2016 only.

2. The revised issues under consideration in that hearing shall be as follows:

1) Did San Ramon commit the following procedural violations in the October 10, 2016 and October 24, 2016 IEP meetings which resulted in a denial of a free appropriate public education for the 2016-2017 school year:

a. failing to offer a specific non-public school;
b. failing to discuss individualized education program goals; and
c.. failing to consider input from parents including reports provided and alternative placements recommended.

2) Did San Ramon deny Student a FAPE by failing to offer appropriate placement and services in the October 10, 2016 and October 24, 2016 IEPs for the 2016-2017 school year?

IT IS SO ORDERED.

DATE: December 5, 2016

DocuSigned by:
Penelope S. Pahl
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PENELOPE S. PAHL
Administrative Law Judge
Office of Administrative Hearings