

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Consolidated Matters of:

PARENT on behalf of STUDENT,

vs.

PLUMAS UNIFIED SCHOOL DISTRICT,

OAH CASE NO. 2009100925

PLUMAS UNIFIED SCHOOL DISTRICT,

vs.

PARENT on behalf of STUDENT.

OAH CASE NO. 2009110449

ORDER DENYING STUDENT’S MOTION
TO PLACE MATTER ON CALENDAR

On January 7, 2010, Student requested new dates for mediation, a prehearing conference, and hearing in this consolidated matter. Student’s mother also stated she rescinded the settlement agreement signed during mediation on January 6, 2010. On that date, Student also submitted a letter canceling transportation to Greenville High. On January 7, 2010, Plumas Unified School District (District) submitted its opposition that also included a request to reinstate a stay put order if Student’s request were granted. On January 11, 2010, Student responded to District’s opposition and provided additional argument for his request. On January 12, 2010, District responded to Student’s further submission.

DISCUSSION

In Student’s initial filing, Mother stated she “rescinds” the settlement agreement. The only basis Mother provided was “Student agrees to ‘parts’ of the signed Agreement and wishes to continue further discussion on the matter ...” Student’s second submission contends that the settlement agreement had not been executed and does not have an execution date. Mother also claims she rescinded the agreement in a timely matter. District contends that the settlement agreement was fully executed and binding upon the parties when it was signed by the parties on January 6, 2010, and was effective on that date.

The parties participated in mediation on January 5 and 6, 2010. On January 6, 2010, the parties reached a settlement and signed a written settlement agreement. The agreement provides that it was effective on the date signed by all the parties. It provides that Student released District from any and all claims related to the consolidated cases. It also provides

that within two business days of signing the agreement, each party would withdraw its respective case. In addition to the settlement agreement, the parties signed a “Results of Mediation” form for the Office of Administrative Hearings (OAH) that states, “The parties have reached a Final Agreement. Any and all pending requests are hereby withdrawn.” It provided that all dates in this matter were vacated. The parties signed another OAH form, captioned “Mediation Agreement” that referenced the parties’ written settlement agreement and also noted that all the dates in this matter were vacated.

When a settlement is reached during an informal resolution session with a school district prior to hearing, a party may void the agreement within three business days of its execution. (20 U.S.C. § 1415(f)(1)(B)(iv).) No such provision applies to a settlement agreement signed as a result of mediation. Student offered no legal basis upon which the settlement agreement can be rescinded. Even if he did, the determination of whether it can be rescinded is outside OAH’s jurisdiction. (See *Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026.)

By signing the “Results of Mediation” form, the parties withdrew their respective requests for due process hearing. As a result, there is no pending complaint filed by Student for which dates can be scheduled. For all these reasons, Student’s request is denied. No determination is made concerning District’s request regarding stay put since it is moot.

ORDER

1. Student’s request to place this matter on OAH’s calendar and schedule dates for mediation, a prehearing conference, and hearing is denied.
2. District’s request for an order regarding stay put is denied.

Dated: January 19, 2010

/s/

JUDITH A. KOPEC
Presiding Administrative Law Judge
Office of Administrative Hearings