

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENT on behalf of STUDENT,

v.

TWIN RIVERS UNIFIED SCHOOL
DISTRICTS.

OAH CASE NO. 2009110205

ORDER DENYING REQUEST TO
REOPEN CASE

On March 19, 2010 Student filed a request that the Office of Administrative Hearings (OAH) reopen the above-titled case on the grounds that Student did not intend to request a dismissal with prejudice and therefore the Settlement Agreement dated March 17, 2010 is invalid. On March 24, 2010, District filed an opposition to reopening the case, contending that the matter was resolved pursuant to a valid executed settlement agreement. The request to reopen the case is denied.

APPLICABLE LAW

OAH has the authority to hear and decide special education due process administrative disputes that concern the identification, assessment, educational placement and provision of a free appropriate public education (FAPE) for disabled children. (20 U.S.C. § 1415(b)(6)(A); 34 C.F.R. § 300.507(a)(2006); Ed. Code, § 56501, subd. (a)(1)-(4).) OAH has limited authority to make decisions that concern final agreements reached in special education proceedings. (See e.g. *Wyner v. Manhattan Beach Unified School District* (9th Cir. 2000) 223 F.3d 1026 [*Wyner*]; *Pedraza v. Alameda Unified School District*, 2007 U.S. Dist. LEXIS 26541 D. Cal. 2007) [OAH has jurisdiction to adjudicate subsequent claims alleging denial of FAPE as a result of the violation of a mediated settlement agreement].)

Wyner v. Manhattan Beach School District, supra, was concerned with enforcement of an OAH order that incorporated the terms of a settlement agreement. However, significantly, in determining whether an agency conducting a due process hearing had jurisdiction to enforce its own orders, the Ninth Circuit noted the limited jurisdiction afforded such an agency pursuant to the IDEA. (*Wyner, supra*, 223 F.3d at pp. 1028-1030.) Accordingly, dismissal of a due process hearing request is proper where the subject matter of the due process hearing request is covered by a settlement agreement. (*Linda P. v. State of Hawaii Dept. of Ed.* (U.S.D.C. Hawaii 2006) 2006 U.S. Dist. LEXIS 52096, 6-11 [46 IDELR 73].)

DISCUSSION

Student's parent executed a Settlement Agreement with District on March 17, 2010. The Settlement Agreement was effective on March 17, 2010. The Settlement Agreement contains the following language:

“[A]ll parties acknowledge that this Agreement represents resolution of any and all disputes, disagreements, and financial claims, past or future, known or unknown, arising in any manner from the actions or inactions of the District on or before the Effective Date of this Agreement related to [OAH Case No. 2009110205].”

Here, the Settlement Agreement unambiguously bars all claims that were set forth in the due process hearing request. Based upon the foregoing authority and the language of the Settlement Agreement, OAH denies the motion to reopen the case because OAH does not have jurisdiction over a due process hearing request where the subject of that request is covered by a settlement agreement.

Additionally, the Settlement Agreement provides that Petitioner request that OAH dismiss the Complaint “with prejudice”. Student contends that its Advocate notified OAH on March 17, 2010 of the Settlement and erroneously requested that OAH dismiss the case “with prejudice.” Whether Student requested dismissal with or without prejudice is irrelevant to determination of whether the case should be re-opened once the case has been withdrawn pursuant to a settlement agreement.

ORDER

Student's request to reopen the case is denied.

Dated: April 1, 2010

/s/

ADRIENNE L. KRIKORIAN
Administrative Law Judge
Office of Administrative Hearings