

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Consolidated Matters of:

PARENT ON BEHALF OF STUDENT,

OAH Case No. 2014100512 (Primary)

v.

ALHAMBRA UNIFIED SCHOOL DISTRICT,

ALHAMBRA UNIFIED SCHOOL DISTRICT,

OAH Case No. 2014090795 (Secondary)

v.

PARENT ON BEHALF OF STUDENT.

ORDER DENYING STUDENT’S
REQUEST TO SET ASIDE THE
SETTLEMENT AGREEMENT AND SET
DATES FOR HEARING

On September 22, 2014, Alhambra Unified School District filed a due process hearing request, OAH case number 2014090795, naming Student. On October 10, 2014, Parent on behalf of Student filed a due process hearing request, OAH case number 2014100512, naming District. Both parties were represented by counsel. The cases were consolidated by order dated October 15, 2014.

On February 12, 2015, the parties provided proof to OAH that they had entered into a settlement agreement of these consolidated matters at mediation that was contingent on school board approval. Accordingly, all dates in these consolidated matters were vacated and a telephonic status conference was calendared for March 4, 2015, after the board meeting.

On February 17, 2015, Parent sent a letter to OAH requesting that OAH “cancel and reverse” the terms of the settlement agreement and set a due process hearing date. The letter did not come from Student’s counsel, and does not appear to have been served on District.

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” under the federal Individuals with Disabilities Act (IDEA) or California law. (20 U.S.C. § 1415(b)(6); Ed. Code, § 56501, subd. (a).)

When a settlement agreement is voluntarily and willingly entered into by the parties, it becomes a binding contract. (*D.R. v. East Brunswick Board of Education* (3rd Cir. 1997) 109 F.3d 896, 898.)

OAH has jurisdiction to hear due process claims arising under the IDEA. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029.) As to settlement agreements, OAH jurisdiction is limited to adjudicating claims alleging a denial of a student's right to a free appropriate public education (FAPE) as a result of a violation of the agreement. (See *Pedraza v. Alameda Unified Sch. Dist.* (N.D.Cal. 2007) 2007 U.S. Dist. LEXIS 26541.

DISCUSSION AND ORDER

Here, the parties entered into a valid contract subject to the approval of the District's board. Parent's letter to OAH attaches an email from Parent to several District representatives and her attorney, dated February 16, 2015, characterizing the mediation as a "sham," contending that the information provided by District was "false and misleading," and referencing several alleged pre-mediation incidents.

The issue presented by Parent's request is not whether there was a violation of a settlement agreement that resulted in a denial of FAPE to Student, but whether or not the settlement agreement can be rescinded. The jurisdiction of OAH is very narrow, and does not include rescission of settlement agreements when a dispute arises as to the validity of the agreement. The proper forum for Student to set aside the settlement agreement is not OAH, but through the court system.

Student's request to set aside the settlement agreement and set hearing dates is denied.

IT IS SO ORDERED.

DATE: February 23, 2015

/s/

ALEXA J. HOHENSEE
Administrative Law Judge
Office of Administrative Hearings