

This is a redacted version of the original decision. Select details have been removed from the decision to preserve anonymity of the student. The redactions do not affect the substance of the document.

PENNSYLVANIA

SPECIAL EDUCATION HEARING OFFICER

FINAL DECISION AND ORDER

Student's Name: Z.G.

Date of Birth:
[redacted]

ODR No. 16294/14-15AS

CLOSED HEARING

Parties to the Hearing:

Parent[s]

Representative:

Pro Se

York City School District
31 N. Pershing Avenue
York, PA 17401

Brooke Say, Esquire
Stock and Leader
221 W. Philadelphia St. Suite 600
York, PA 17401

Dates of Hearing:

N/A

Date of Decision:

June 7, 2015

Hearing Officer:

Linda M. Valentini, Psy.D. CHO

Jurisdiction Determination

Introduction

This memorandum and order resolves the question of whether I have jurisdiction to preside over this special education due process hearing requested by the Parents. I conclude that I do not have authority to hear this matter and dismiss the hearing for that reason.

Issue

Does the Office for Dispute Resolution (ODR) have subject matter jurisdiction over the claims raised in the Parents' Complaint of May 14, 2015?

Background

This matter arises under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.* The Parents are currently *pro se*.¹

In June 2015, the Parents and the District came to a Settlement Agreement to resolve a due process Complaint the Parents filed on January 16, 2014 [ODR #14623/13-14-AS]. The Parents and the School Board President on behalf of the District signed a written Settlement Agreement and Release [the Agreement], on June 23, 2014 and June 25, 2014 respectively. [Agreement p. 16]

While not interpreting the language of the Agreement I note that it contains multiple references to the Parents' releasing the District from any and all claims of any kind, known or unknown, and/or their intent to fully and finally settle any and all disputes from the date the Student first resided in the District through the conclusion of the 2014-2015 school year. [Agreement pp 1, 2, 3; #4, 5, 6a, 7, 8, 9, 10, 19]

The Parents' May 14, 2015 due process Complaint recounts the substantive and procedural issues giving rise to their January 16, 2014 Complaint. [May 2015 Complaint]

The Parents' May 14, 2015 due process Complaint alleges that the District has violated the Agreement in various respects. [May 2015 Complaint]

On May 22, 2015 the District through counsel filed an Answer and Motion to Dismiss on the basis of, *inter alia*, lack of hearing officer jurisdiction. [Answer and Motion to Dismiss]

¹ The Agreement included a provision that the District would pay attorney fees to the [redacted] Law Offices "which constitutes a monetary settlement of the Parents' demands for attorneys' fees" and "they had been represented by counsel throughout the proceedings leading to the execution of the initial Release and Agreement and are satisfied by their legal representation". [Agreement #3a and #19]

The District's Answer also asserts that the Parents are not in compliance with a certain provision of the Agreement.

Jurisdiction

Both the IDEA and case law establish that LEAs and Parents may enter into settlement agreements to resolve disputes under the Act. 20 U.S.C. § 1415(e)(2)(F). The Third Circuit Court of Appeals noted in an IDEA case that an agreement constitutes "a binding contract between the parties". *D.R. v. E. Brunswick Bd. Of Educ.*, 109 F.3d 896, 898 (3d Cir. 1997).

Case law establishes that hearing officers have authority to determine whether an enforceable contract exists between parties to a special education dispute. *See, I.K. v. Sch. Dist. of Haverford Twp.*, 961 F. Supp. 2d 674 (E.D. Pa. 2013); *A.S. v. Office for Dispute Resolution Quakertown Cmty.*, 88 A.3d 256 (Pa. Commw. Ct. 2014). Those same cases confirm the long-standing concept that hearing officers have no authority to enforce a contract.

In this case, there is no question that a Settlement Agreement exists. The Agreement is legally binding and enforceable in court as a matter of law. The IDEA and its implementing regulations provide that an agreement is enforceable in any State court of competent jurisdiction or in a district court of the United States. 20 U.S.C. §1415(f)(1)(B)(iii)(II); 34 C.F.R. § 300.510(d)(2).

Conclusion

I find that the Agreement constitutes a valid, legally binding contract between the parties. That contract is enforceable in court, but not through these proceedings. Moreover, any dispute that goes beyond the questions of the Agreement's existence or enforceability are beyond my jurisdictional authority. As such, I am compelled to dismiss this matter for lack of subject matter jurisdiction.

ORDER

Now, June 7, 2015, it is hereby ORDERED as follows:

1. This special education due process hearing is DISMISSED for lack of subject matter jurisdiction.
2. The parties have exhausted administrative remedies in regard to the issue presented in the Parents' Complaint.
3. This Order is final and dispositive. It may be appealed within applicable timelines to any court of competent jurisdiction.

Linda M. Valentini, Psy.D., CHO

Special Education Hearing Officer

NAHO Certified Hearing Official