BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENT ON BEHALF OF STUDENT,

v.

GLENDORA UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2019070090

ORDER DENYING REQUEST FOR RECONSIDERATION

On July 18, 2019, the undersigned Administrative Law Judge issued an order dismissing Student's claims barred by a settlement agreement, the two-year statute of limitations, and claims outside the jurisdiction of the Office of Administrative Hearings, commonly referred to as OAH. On July 29, 2019, Parent on behalf of Student filed a Request for Reconsideration of the July 18, 2019 findings and orders. OAH did not receive a response from Glendora Unified.

APPLICABLE LAW

The Office of Administrative Hearings will generally reconsider a ruling upon a showing of new or different facts, circumstances, or law justifying reconsideration, when the party seeks reconsideration within a reasonable period of time, generally within ten days. (See, e.g., Gov. Code, § 11521; Code Civ. Proc., § 1008.) The party seeking reconsideration may also be required to provide an explanation for its failure to

previously provide the different facts, circumstances or law. (See *Baldwin v. Home Savings of America* (1997) 59 Cal.App.4th 1192, 1199-1200.)

DISCUSSION

Student offers no new facts, circumstances or law to support reconsideration. Instead, Student provides inconsistent positions to support his request. On one hand, Student argues that the March 21, 2018 Compromise and Release Agreement has been unilaterally extinguished as Parent provided written notice to Glendora Unified of her rescission of the Agreement due to Glendora Unified's alleged non-performance. Yet, on the other hand, Student argues that the issue of whether the Agreement has been rescinded pursuant to California Civil Code section 1689, subsection (b)(2), requires an evidentiary hearing to be heard by a trier of fact. Glendora Unified takes the position that the Agreement remains enforceable. Whether the Agreement is enforceable or has been extinguished under section 1689 is a matter to be determined by a trier of fact. However, that trier of fact cannot be OAH, as such a claim is outside OAH's jurisdiction. (*Y.G. v. Riverside Unified Sch. Dist.* (C.D. Cal. 2011) 774 F.Supp.2d 1055, 1061-1062.) Therefore, as no determination has been made by a trier of fact that the terms of the March 21, 2018 Agreement are no longer enforceable and thus extinguished, OAH must assume the Agreement entered into by the parties, specifically the waiver of past claims through April 2, 2018, remains in effect.

Student failed to establish why the July 18, 2019 Order should be reconsidered. Accordingly, the motion for reconsideration is denied. All dates set in this matter are confirmed.

IT IS SO ORDERED.

DATED: August 2, 2019

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Rommel P. Cruz
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Rommel P. Cruz
Administrative Law Judge
Office of Administrative Hearings