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THE DISTRICT OF COLUMBIA

BEFORE

THE OFFICE OF EMPLOYEE APPEALS

_____)	
In the Matter of:)	
)	OEA Matter No.: 1601-0108-12
SHARNELLE PEELER,)	
Employee)	
)	Date of Issuance: October 23, 2012
v.)	
)	
OFFICE OF THE STATE SUPERINTENDENT)	
OF EDUCATION,)	
Agency)	
_____)	Arien P. Cannon, Esq.
)	Administrative Judge
Sharnelle Peeler, Employee, <i>Pro se</i>		
Hillary Hoffman-Peak, Esq., Agency Representative		

INITIAL DECISION

Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA”) on June 11, 2012, challenging the Office of the State Superintendent of Education’s (“Agency”) decision to remove her from her position as a Bus Attendant. The effective date of Employee’s termination was February 22, 2012. On July 16, 2012, Agency filed a Motion to Dismiss Employee’s appeal for lack of jurisdiction. Although Employee’s appeal was untimely, the proper appeal rights were not given to Employee pursuant to 59 DCR 2129 (March 16, 2012), OEA Rule 605.1. As such, this matter proceeded to mediation.

In accordance with D.C. Official Code § 1-606.06(a), a mandatory mediation was scheduled for September 13, 2012. However, the mandatory mediation was rescheduled and held on September 20, 2012. According to the Mediator’s Report, this matter was settled between the parties. Subsequently, Employee submitted a Withdrawal of Appeal on October 15, 2012. This matter was assigned to me on October 18, 2012. The record is now closed.

JURISDICTION

Jurisdiction of this Office is established in this matter pursuant to D.C. Official Code 1-606.03 (2001).

ISSUE

Whether Employee's Petition for Appeal should be dismissed based on her voluntary withdrawal as a result of settlement negotiations?

ANALYSIS AND CONCLUSION

D.C. Official Code §1-606.06(b) (2001) states in pertinent part that:

If the parties agree to a settlement without a decision on the merits of the case, a settlement agreement, prepared and signed by all parties, shall constitute the final and binding resolution of the appeal, and the [Administrative Judge] shall dismiss the appeal with prejudice.

The parties submitted an executed Settlement Statement, accompanied by Employee's Withdrawal of Appeal, on October 15, 2012. Accordingly, Employee's Petition for Appeal is hereby **DISMISSED**.

ORDER

It is hereby **ORDERED** that Employee's Petition for Appeal is hereby **DISMISSED**.

FOR THE OFFICE:

Arien P. Cannon, Esq.
Administrative Judge