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THE DISTRICT OF COLUMBIA

BEFORE

THE OFFICE OF EMPLOYEE APPEALS

_____)	
In the Matter of:)	
)	OEA Matter No.: 2401-0116-15
SYLVIA STEPHENS,)	
Employee)	
)	Date of Issuance: June 3, 2016
v.)	
)	
DISTRICT OF COLUMBIA PUBLIC SCHOOLS,)	
Agency)	
)	
)	Arien P. Cannon, Esq.
_____)	Administrative Judge
Sylvia Stephens, Employee, <i>Pro se</i>		
Nicole Dillard, Esq., Agency Representative		

INITIAL DECISION

INTRODUCTION AND PROCEDURAL BACKGROUND

On August 6, 2015, Sylvia Stephens (“Employee”) filed a Petition for Appeal with the Office of Employee Appeals (“Office” or “OEA”) challenging the District of Columbia Public Schools’ (“Agency”) decision to eliminate her position (Counselor-Attendance) as a result of a reduction-in-force. This matter was assigned to me on November 4, 2015. A Prehearing Conference was held on March 18, 2016 to assess the parties’ arguments. Subsequently, a Post Prehearing Conference Order was issued which required the parties to submit legal briefs setting forth their arguments. Prior to the briefs being submitted, the parties were referred to mediation. As a result of mediation, the parties reached a settlement agreement. Employee provided a copy of the executed Settlement Agreement, signed by both parties, to the undersigned on June 2, 2016. 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.

Employee provided an executed Settlement Agreement to this Office on June 2, 2016. Accordingly, Employee's Petition for Appeal is hereby **DISMISSED**.

ORDER

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

FOR THE OFFICE:

Arien P. Cannon, Esq.
Administrative Judge