

Questions Parents should ask before signing a Settlement Agreement

The IDEA encourages Parents and School Districts to resolve disputes without involving counsel. Sometimes, as a result of these discussions and/or dispute resolutions, School Districts will offer Parents a resolution that both the Parent and the School District think is fair.

However, the School District may then asks the Parent to sign a written, contractual, and legally binding settlement agreement that is written and reviewed by the School's Attorney without the parent ever having consulted an attorney.

Sadly, for some Parents, they are unaware that signing these agreements can have lasting negative or unexpected consequences. Below is a list a questions that parents should know the answer too, and be in agreement, with before signing a settlement agreement.

- 1) Are you waiving claims for the past, future or both?
- 2) What Rights are you waiving?
- 3) If the Settlement Agreement involves Private School:
 - A) What happens to the student if they are disenrolled or is expelled?
 - B) If the student is disenrolled or expelled from the private school, can the parents apply remaining funds toward another private school?
 - C) If the student is disenrolled or expelled from the private school, are the parents required to reimburse the School District any remaining tuition?
 - D) At the conclusion of the Settlement Agreement, what is the student's pendent placement for future programming?
 - E) What obligations, if any, does the School District have towards the student while in the Private School?
 - F) May the student attend School District functions?
 - G) When will the District re-evaluate the student?
 - H) When is the District required to offer an IEP to the student?
- 4) If the student is a Senior in High School, does the agreement include waivers for future programming from the District (as eligible students are entitled to programming until 21) ?

5) If the Settlement Agreement is with a Charter School, does the agreement include an agreement to withdraw and not enroll in the Charter School in the future?

6) If there is a Confidentiality Clause:

A) What must the parties keep confidential?

B) What happens if there is a violation the Confidentiality Clause?

7) If the Settlement Agreement includes any type of payments for services, equipment or tuition:

A) Can the Settlement proceeds be used for past or solely future payments?

B) What Services can it be used for?

C) When will payment be rendered?

D) Can there be direct payment to providers?

While Parents always strive to resolve disputes amicably with the District, Parents should carefully review and understand all legal documents before signing. Hopefully, the above list of questions provides guidance to Parents about issues that they may be unaware of before any final resolution is reached.