School Board Executive Summary

Topic: Settlement Agreement

Date: November 16, 2026

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WESTSIDE
COMMUNITY SCHOOLS
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Recommended Action:

- ☐ Information Only
- ☐ Presentation/Discussion
- ☑ Discussion/Action by Board of Education
- ☐ Presentation/Action Next Meeting

Recommendation(s): The administration recommends the Board authorize Ms. Kris Karnes, Board President, to execute the attached Settlement Agreement on behalf of the District.

Background: This agreement memorializes a settlement of disputed claims under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and applicable Nebraska law (the "Agreement") between Westside Community Schools (the "District") and [Redacted]. The Agreement resulted from mediation between the parties, during which the District received assistance from outside legal counsel at KSB School Law and our insurer, Sedgwick. Neither the Agreement, nor any compensation provided thereunder, are an admission of liability or wrongdoing by the District.

Attachment(s): Settlement Agreement - Redacted

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into by **Westside Community Schools**, a Nebraska school district ("District"), and [redacted] and [redacted] individually and on behalf of their child, [redacted] ("Student"), to the extent legally authorized ("Parents"). District and Parents are collectively referred to as the "Parties."

1. BACKGROUND AND PURPOSE

1.1 [redacted] is a child with a disability whose educational rights are governed by the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and applicable Nebraska law.

1.2 Parents allege that District committed multiyear violations of its child find obligations and denied [redacted] a free appropriate public education ("FAPE"), including violations of IDEA, Section 504, and applicable Nebraska law.

1.3 District disputes the allegations and liability.

1.4 The Parties desire to resolve the claims, establish [redacted]'s agreed educational placement, and provide for District's assumption of financial responsibility for that placement.

2. GLOBAL CASH SETTLEMENT

2.1 District shall pay a total of One Hundred Twenty-Five Thousand Dollars ($125,000.00) in settlement of the claims described in this Agreement.

2.2 The payment shall be made to Parents within 30 calendar days after the Effective Date of this Agreement.

2.3 The $125,000 payment, together with District's enforceable commitments under this Agreement, constitutes full settlement of the Released Claims defined in Section 6, including all claims for monetary damages, historical reimbursement, compensatory education, declaratory relief, injunctive relief, other historical nonmonetary relief, future reimbursable expenses through July 31, 2027, and all associated attorneys' fees and costs incurred through the date of this agreement.

2.4 The Parties hereby state and acknowledge that all sums paid pursuant to this Agreement constitute reimbursements for out-of-pocket costs and/or damages on account of personal injuries or physical injuries or physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as

amended, arising from the physical injuries alleged to have resulted from Petitioners' alleged injuries, and no portion of the proceeds paid under this Agreement represent exemplary or punitive damages, nor prejudgment or post judgment interest, nor non-physical injuries.

2.5 The $125,000 payment is separate from and in addition to District's obligations to fund [redacted]'s placement and perform its other obligations under this Agreement. Payments for tuition, room, board, services, or programming shall not reduce the $125,000 payment. The cash settlement shall not reduce, cap, or offset District's placement funding obligations except as noted in section 4.3.

3. AGREED IEP PLACEMENT

3.1 The Parties agree that [redacted]'s Individualized Education Program ("IEP") placement is [redacted].

3.2 The agreed placement includes all services and programming being provided to [redacted] at [redacted] as of the date this Agreement is entered into, including [redacted]'s residential placement, tuition, room, and board.

3.3 District shall fully fund [redacted]'s agreed placement at [redacted] through at least July 31, 2027, unless the Parties mutually agree in writing to change [redacted]'s placement on an earlier date. In such case the District shall fully fund the subsequent placement as required by law.

3.4 Notwithstanding District's agreement to fully fund [redacted]'s placement through July 31, 2027, the Parties agree that [redacted]'s placement at [redacted] is not limited to the period ending on July 31, 2027. That date is not an agreed termination date for the placement and does not constitute an agreement to change [redacted]'s placement beginning August 1, 2027.

4. ASSUMPTION OF FINANCIAL RESPONSIBILITY

4.1 Beginning on October 1, 2026, District shall assume responsibility for paying [redacted]'s monthly tuition, room, and board at [redacted], together with the services and programming included in the agreed placement under Section 3.

4.2 Parents shall promptly execute the paperwork reasonably necessary to effectuate District's immediate assumption of financial responsibility for [redacted]'s placement.

4.3 Parties acknowledge and agree that the deposit paid by Parents to [redacted] is expected to cover the tuition, room and board for [redacted]'s final month at [redacted]. Parties acknowledge and agree that reimbursement for this deposit/final month's payment is included in the $125,000 settlement payment.

5. PLACEMENT BEGINNING AUGUST 1, 2027; THEN-CURRENT EDUCATIONAL PLACEMENT

5.1 The Parties shall participate in an IEP meeting to determine [redacted]'s IEP placement for the period beginning August 1, 2027.

5.2 If, during that meeting, the Parties disagree as to whether [redacted]'s IEP placement should continue to be [redacted], the Parties expressly agree that [redacted]'s then-current educational placement pursuant to 20 U.S.C. § 1415(j) shall be [redacted], with full funding by District, including tuition, room, board, and all services and programming included in the agreed placement.

5.3 District's agreement to fund the placement through July 31, 2027, shall not be construed as terminating, limiting, or waiving the agreed then-current educational placement or its associated funding during the pendency of proceedings to which 20 U.S.C. § 1415(j) applies.

5.4 Unless the Parties otherwise agree in writing, District shall fully fund the agreed then-current educational placement during the pendency of applicable administrative and judicial proceedings concerning the disputed placement, subject to controlling law and any applicable court order.

6. RELEASE OF CLAIMS

6.1 In consideration of the $125,000 payment and District's enforceable commitments under this Agreement, Parents, individually and on [redacted]'s behalf to the extent legally authorized, release and discharge Westside Community Schools from all claims arising from acts or omissions concerning [redacted]'s identification, evaluation, educational programming, services, placement, or provision of FAPE during the Covered Period ("Released Claims").

6.2 The Released Claims include the alleged multiyear child find violations and denial of FAPE under IDEA and applicable Nebraska law; alleged violations of 34 C.F.R. § 104.32; alleged denial of FAPE under 34 C.F.R. § 104.33; and related claims under Section 504 and the Americans with Disabilities Act.

6.3 The release encompasses all remedies for the Released Claims, including monetary damages, reimbursement of historical expenses, compensatory education, declaratory relief, injunctive relief, other historical nonmonetary relief, future reimbursable expenses through July 31, 2027, and associated attorneys' fees and costs through the date specified in Section 2.3.

6.4 The release does not release, waive, or limit:

(a) Any obligation created by this Agreement, including payment of the $125,000 and full funding of [redacted]'s agreed placement;

(b) [redacted]'s agreed IEP placement at [redacted] or the then-current educational placement and funding obligations established by Section 5;

(c) Claims arising from acts or omissions occurring after the release cutoff date, including but not limited to new failures to evaluate [redacted], provide FAPE, implement [redacted]'s IEP, or provide required procedural safeguards;

(d) [redacted]'s and Parents' rights to participate in future educational decisions and challenge future evaluations, IEPs, services, or placement decisions;

(e) Claims to enforce this Agreement, including any attorneys' fees and costs recoverable under applicable law or an express provision of this Agreement; or

(f) Rights or claims that cannot lawfully be waived.

6.5 Parents and [redacted] may rely on historical facts, evaluations, and educational records to establish [redacted]'s current educational needs, support claims arising from subsequent acts or omissions, or enforce this Agreement. Such reliance does not revive a Released Claim or permit additional recovery for a Released Claim.

6.6 Neither the release nor the $125,000 payment shall be construed as an agreement to terminate [redacted]'s placement or District funding on July 31, 2027, or as a waiver of the placement and stay-put commitments established by this Agreement.

6.7 Nothing in this Agreement prohibits truthful communications, lawful reporting, or cooperation with governmental investigations. This Agreement does not bind a governmental agency that is not a party.

7. PENDING PROCEEDINGS

7.1 The Parties shall withdraw or dismiss the proceedings identified below:

Petitioners acknowledge that in consideration of the promises and payments specified in this Agreement, they release the School District and its officers, board members, administrators, employees, agents, representatives, successors, and assigns from all complaints, petitions, claims, and other actions, as well as any damages, fees, costs, or other relief therefrom, arising out of and/or related to the educational services for [redacted] that formed the basis of the pending due process petition—including actions pursuant to Title 92, Chapter 51 of the Nebraska Administrative Code; Section 504 of the Rehabilitation Act; the Americans with Disabilities Act; and the Individuals

with Disabilities Education Act and any implementing regulations thereof.

This release is effective as of the date of execution of this Agreement and does not require Petitioners or [redacted] to waive any future complaints or claims against the School District that may arise after the execution of this Agreement.

7.2 Within ten (10) business days after the Effective Date and receipt of the $125,000 payment, Parents shall execute and submit the agreed withdrawal or dismissal documents.

7.3 Any dismissal with prejudice shall apply to the Released Claims. Reserved rights and claims to enforce this Agreement remain unaffected.

8. NO ADMISSION

This Agreement resolves disputed claims. Neither its execution nor its performance constitutes an admission of liability, wrongdoing, or the truth of the disputed allegations.

9. PRIVACY AND PERMITTED DISCLOSURES

9.1 District shall protect [redacted].'s personally identifiable educational information as required by applicable law.

9.2 The Parties may disclose this Agreement as reasonably necessary to counsel, [redacted], providers, insurers, tax advisers, courts, governmental agencies, and persons administering or enforcing it, subject to applicable privacy requirements.

9.3 Any confidentiality obligation is subject to applicable public-records laws, public-body requirements, subpoenas, court orders, lawful reporting obligations, and protected communications.

10. AUTHORITY, REQUIRED APPROVALS, AND EFFECTIVE DATE

10.1 District's signatory represents that all required District approvals have been obtained and that the signatory is authorized to bind District.

10.2 Parents represent that they have authority to make educational decisions for [redacted] and to settle all claims for and on behalf of [redacted].

10.3 "Effective Date" means the latest of:

(a) Execution by all required signatories;

(b) Completion of all legally required approvals; and

(c) Expiration of any applicable statutory revocation period without timely revocation.

10.4 No release or dismissal obligation becomes effective before the Effective Date. The specific financial-responsibility start date in Section 4.1 shall govern which placement charges District must pay; the Parties shall confirm that date is consistent with required approvals.

11. ENTIRE AGREEMENT AND GENERAL TERMS

12.1 This Agreement constitutes the entire agreement concerning the Released Claims and the placement and funding commitments stated herein.

12.2 Modification requires a writing signed by the Parties or their legally authorized successors.

12.3 Failure to enforce a provision on one occasion does not waive enforcement on another occasion.

12.4 If a provision is held invalid or unenforceable, the remaining provisions shall remain effective unless that determination materially impairs the agreed consideration, release, or authority to settle. In that event, the Parties shall seek a lawful replacement provision; neither Party must accept a materially different agreement without written consent.

12.5 This Agreement may be executed in counterparts and by electronic signature to the extent permitted by applicable law.

12.6 Each Party acknowledges an opportunity to consult counsel, understands the Agreement, and enters into it voluntarily.

12. SIGNATURES

PARENT/GUARDIAN

Signature: _____

Printed name: _____

Capacity: _____

Date: _____

PARENT/GUARDIAN

Signature: _____

Printed name: _____

Capacity: _____

Date: _____

SCHOOL DISTRICT

District's legal name: _____

By: _____

Printed name: _____

Title: _____

Date: _____