

## **1. Client Documents and Initial Meeting**

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### Contract for Legal Services

1. *Scope of Contract.* This contract reflects an agreement between **LAW FIRM**, (“Law Firm”) and **CLIENT NAME** (“Client”) concerning the provision of legal services to advocate for appropriate special education services for their **CHILD RELATIONSHIP, CHILD NAME**. This contract does not cover an appeal from the administrative level.
2. **Potential Conflict Between Clients. Clients understand that by signing this agreement jointly, they will both be represented by Law Firm. Should any conflict arise between clients as to the direction of the legal services provided by Law Firm, Law Firm shall have the right to withdraw from the case.**
3. *Appointment.* Client appoints Law Firm as attorney in fact and in law and grants it full authorization to undertake any necessary acts in order to fully represent Client’s interests in paragraph one.
4. *Fees and Payment.* Law Firm will not charge Client a fee for the attorneys’ work or expenses in this case.
5. *In forma pauperis.* If Client is eligible for a waiver of court costs due to limited income and/or assets, Law Firm will assist Client in obtaining *in forma pauperis* status. Client agrees to provide all information necessary to complete the *in forma pauperis* application.
6. *Award of Attorneys’ Fees.* Law Firm may seek a court or administrative award of attorneys’ fees. If awarded, such fees will be used to defray the cost of representation and will be retained by Law Firm.
7. *Disclosure of Bill in Special Education Cases.* In order to collect attorneys’ fees in special education cases, Law Firm must submit its statement of charges to the District of Columbia Public Schools Office of Legal Counsel. Client is hereby notified that opposing counsel will review the statement of charges and that attorneys’ fees may be paid by the District of Columbia Public Schools.
8. *Outside Counsel.* Law Firm may consult or employ other attorneys, at its discretion and expense, at no cost to the Client.
9. *Withdraw and Discharge.* Law Firm may withdraw from representation at any time, to the extent allowed under the District of Columbia Rules of Professional Conduct. Client may discharge Law Firm at any time, with or without cause, upon written notice to Law Firm.
10. *Results Not Guaranteed.* Law Firm does not and cannot guarantee results in this case or any other matter.
11. *Client’s Goals and Limitations.* Law Firm agrees to undertake all legal steps necessary to achieve Client’s goals. Client agrees to cooperate with Law Firm in locating witnesses, securing testimony, and in any other manner desired. Client expressly agrees that no effort will be made to induce such witnesses to color their testimony, testify falsely or unfairly, or in any other manner interfere with the securing of a fair and impartial proceeding.

**Comment [KZ1]:** We include this paragraph if we are representing two clients

- 12. *Release of Information.* Client authorizes Law Firm to review and photocopy any and all files and records, wherever situated. Client agrees to a release of all information, however, privileged or confidential, held by medical doctors, psychiatrists, psychologists, social workers, educational institutions, governmental institutions, and clergy.
- 13. *Client's Address and Telephone.* Client agrees to keep Law Firm informed of Client's current home and work addresses and telephone numbers at all times.
- 14. *Information.* Law Firm agrees to make a diligent effort to assure that Client is informed at all times regarding the status of all matters and the course of action being followed or recommended by the Law Firm.
- 15. *Retention of Files.* Law Firm agrees to make a diligent effort, subject to casualties beyond Law Firm's control, to retain and maintain all of the files associated with this matter for a period of five (5) years. Voluminous files which the Law Firm does not need to retain will be, at the Client's option, returned to Client at Client's expense or destroyed.
- 16. *Arbitration.* Law Firm and Client agree to work together cooperatively. In the event that a dispute arises and cannot be resolved informally, Client agrees to submit any dispute regarding this contract to the District of Columbia Bar's Attorney/Client Arbitration Board for binding arbitration. In the event the Arbitration Board cannot handle the dispute, Law Firm and Client will submit the matter to another bar organization arbitration board or any arbitrator Law Firm and Client voluntarily agree upon.
- 17. *Understanding and Receipt.* Client has read and understands this contract and acknowledges receipt of a copy of this contract.
- 18. *Integration of Contract, Modification of Contract, Contract Binding on Parties.* This contract contains the entire agreement between Client and Law Firm regarding this matter, including the fees, charges, and expenses. This contract cannot be modified except by a written addendum signed by Client and Law Firm. This contract is binding upon Client and Law Firm, and their respective heirs, executors, legal representatives, and successors.
- 19. *Separate and Independent Clause.* Each provision of this contract is separate and independent.
- 20. *Choice of Law.* This contract will be construed under the law of the District of Columbia.

Signed:

\_\_\_\_\_  
**ATTORNEY NAME**  
Law Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CLIENT NAME**

\_\_\_\_\_  
Date

## **Authorization for Release of Records and Information**

To: \_\_\_\_\_

Re: CHILD NAME, DOB

I, **PARENT NAME**, **mother** of the above referenced child, hereby authorize and request that the above-named individual or institution send and/or release all documents that are found in **CHILD NAME** school records, mental health file, medical file, and social work file, to an attorney or agent of **LAW FIRM NAME**. I further consent to your discussion of these documents and the contents therein with an attorney or agent of **LAW FIRM NAME**.

Specifically requested are school attendance records, grade reports, IEP's (if any), the results of standardized aptitude, achievement, and intelligence tests, and any psychological or psychiatric tests, and disciplinary reports. The term "document" refers to any written, printed, typed, recorded, graphic, illustrative, photographic or computer stored or recorded matter – however produced, recorded, stored or reproduced – of any kind or description (whether for internal or external use, sent, received or neither) including originals and all copies of the original which differ in any respect from the original (whether by interlineation, draft copy, notations written thereon, indication of copies sent or received or to whom rerouted, or otherwise). The term "document" includes, but is not limited to, tangible objects, medical records, test results, papers, records, studies, evaluations, handwritten notes, publications, letters, TDD/TTY printouts, correspondence, telegrams, cables, telex messages, memoranda (whether formal, informal, to the file, or otherwise), agreements, reports, notes, videotapes, diaries, calendars, books, manuals, directives, bulletins, accountings, vouchers, invoices, bills, ledgers, tax records, contracts, minutes and summaries of meetings, conversations or communications of any type including telephone conversations, writings, drawings, graphs, charts, photographs, negatives, phono-records, computer files, archival tapes, disks, faxes and other data compilations from which information can be obtained, translated, if necessary, into reasonably usable form.

In authorizing this release, I understand this information will be used solely for the purpose of legal representation, both now and in the future, and that this authorization for release of information is limited to information that is now in existence. In addition, I understand that I have the right to inspect the record of mental health information.

I further understand that the information cannot be re-disclosed without my authorization and that the law requires the following notice:

The unauthorized disclosure of mental health information violates the provisions of the District of Columbia Mental Health Information Act of 1978. Disclosure may only be made pursuant to a valid authorization by the client or as provided in Title III or IV of that Act. The Acts provides for civil damages and criminal penalties for violations.

This release is effective for two years from the date of signing and can be revoked in writing at any time.

Thank you for your cooperation in this matter.

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**Parent NAME**

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Date

## **Autorización para la Divulgación de Registros y Información**

Para: \_\_\_\_\_

Ref: \_\_\_\_\_

Fecha de nacimiento:\_\_\_\_\_

Yo, \_\_\_\_\_, autorizo mediante la presente y pido que la persona o institución nombrada anteriormente envíe o divulgue todos los documentos asociado con la cuenta, archivo o carpeta de mi hijo/hija, NOMBRE, a una abogada o agente del LAW FIRM NAME. Además doy consentimiento a una discusión de estos documentos y su contenido a un abogado/a o agente del LAW FIRM.

El término "documento" se refiere a cualquier escrito, impreso, escrito a máquina, grabado, gráfico, ilustración, fotografía o información computerizada – de cualquier manera producida, grabada, guardada o reproducida– de cualquier tipo de descripción (ya sea para uso interno o externo, enviada, recibida o ninguna de las anteriores) incluyendo originales y todas las copias del original que difieren en algún aspecto al original. El término "documento" incluye, pero no se limita, objetos tangibles, registros médicos, resultados de exámenes y tests, papeles, registros, estudios, evaluaciones, notas manuscritas, publicaciones, cartas, impresiones de aparatos para las telecomunicaciones de los sordos (TTD) o de textos telefónicos (TTY), correspondencia, telegramas, cables, mensajes por tele, memoranda, (sea formal, informal, en portafolio o de cualquier manera), acuerdos, registros, notas, cintas de video, diarios, calendarios, libros, manuales, directivas, boletines, contabilizaciones, documentos justificativos o cupones, facturas, cuentas de costes, libros mayores, registros de impuestos, contratos, minutas y sumarios de reuniones, conversaciones o comunicaciones de cualquier tipo incluyendo conversaciones telefónicas, escritas, dibujos, gráficos, tablas, fotografías, negativos, registros fonográficos, carpetas computerizadas, cintas de archivo, discos, faxes y otras recopilaciones de datos de las que se pueda obtener, o traducir de forma razonable, información.

Autorizando esta divulgación, entiendo que esta información será utilizada solamente con el propósito de representación legal, ahora y en el futuro, y que esta autorización para la divulgación de información está limitada a información que ya existe. Adicionalmente, entiendo que tengo derecho a inspeccionar el registro de información sobre salud mental.

Además entiendo que la información no puede ser vuelta a divulgar sin mi autorización y que ley exige la siguiente notificación:

La revelación no autorizada de información sobre salud mental viola las provisiones del Decreto sobre Información de Salud Mental del Distrito de Columbia (District of Columbia Mental Health Information Act) de 1978. La revelación solo puede ser llevada a cabo de acuerdo a una autorización válida por el cliente o tal como está previsto en el Título III o IV de tal Decreto. Los Decretos proveerán en caso de daños civiles y penalizaciones criminales por tales violaciones.

La divulgación es efectiva durante los dos siguientes años después de la fecha de firma y puede ser revocada por escrito en cualquier momento.

Gracias por su cooperación en este asunto.

\_\_\_\_\_  
NOMBRE

\_\_\_\_\_  
Fecha

## Suggested Initial Client Interview Topics

1. Current parent concerns/complaints.
2. Background on child's problems/disabilities:
  - medical history
  - parent's observations
  - teacher's observations
  - observations of other people who spend time with the child (e.g. day care workers and camp counselors)
  - evaluations conducted, especially when they were conducted, who conducted them, and what the results were.
3. Background on child at school:
  - what schools the child has attended and when he or she attended them the progress and problems the child is having at these schools and when the progress or problems occurred which grades have been completed and/or repeated any "deficiency notices" from teachers what services are being provided by the school, if any.
4. Special education background, if child has been in special education previously:
  - including the types of assessments and reassessments that have been done and the date they occurred any IEPs that have been drafted and/or completed
  - what placements the child has had what services have been provided, if any.
5. Parent's efforts to obtain help:
  - requests to DCPS employees and/or representatives and any responses received
  - requests to other government agencies and/or representatives and any responses received
  - requests to private agencies and offices and any responses received (try to get names and numbers if possible).
6. Parent's goals/expectations.
7. History of parent's contact with DCPS:
  - recent notices received from DCPS or sent to DCPS

- history of any prior requests for due process hearings and the outcomes of those requests and/or the hearing.
8. Sometimes relevant:
    - child's home setting
    - other siblings, especially their ages, school history, and any special needs they may have the child's difficulties or lack of difficulties in other settings outside of school (e.g. church, camp, summer, and after-care activities).
  9. When the child is older, consider what they understand and think about the foregoing information and issues (talk directly with the child).

### **Other Useful Tips for Interviewing**

1. Make client feel comfortable.
2. Ask questions but also try to have a conversation.
3. Make sure client is okay with you taking notes.
4. Be sure to ask for copies of everything.
5. Try to obtain specific dates for events, history.
6. Always ask about the client's reasoning for what they've already done and what they would like to be done so you can strategize more carefully.
7. Check and double-check client's understanding.

**DATE**

**SCHOOL INFO**

*Sent by email to XXXX*

Re: **CHILD NAME**

Dear **SEC NAME/PRINCIPAL NAME**:

My name is **YOUR NAME**, and I represent **CLIENT**, parent to **CHILD**. I am writing to request, inspect and if necessary copy **CHILD's** complete educational record at the school's expense. Alternatively, I am requesting that a copy of the entire cumulative school record file that you have for **CHILD** be provided to me.

I am specifically requesting to review, inspect and if necessary copy:

- **CHILD's** regular education file, special education file, and disciplinary file.
- Please be sure to include all:
  - General education report cards and progress reports
  - Attendance records
  - Documents in and screen shots from SEDS, including but not limited to:
    - the communications log
    - document list
    - LRE documentation
    - consent for evaluation forms
    - meeting notes
    - IEP progress reports
    - IEPs
    - All special education evaluations, analysis of existing data, and eligibility documents
    - Behavior intervention plan(s)
    - Data collected relating to RTI, BIP implementation, related services, specialized instruction, etc.
    - Service tracker reports for any and all related services
  - Other special education records, including but not limited to any LRE referrals, LRE team reports, dedicated aid referrals and reports, LOS team referrals and LOS reports
  - Documents relating to 504 evaluations or 504 plans
  - Disciplinary records, including disciplinary reports, incident reports and any suspension notices

**Comment [A1]:** Only for DCPS schools

- Teachers' notes related to CHILD
- Copies of any formal or informal evaluations or testing done or reviewed, including DC CAS scores, DC BAS scores, PARCC scores and any regular classroom assessments such as DIBELS, Paced Interim Assessments, Fountas and Pinels or any other standardized assessment

Please let me know who to contact to set up a time to review and inspect all the above records. Or, if you will be sending me copies of the file, you can mail them to me at the address below or fax them to me at **YOUR NUMBER** or email them to me at **YOUR EMAIL**.

Please find attached an Authorization for Release of Documents and Information signed by **CLIENT NAME**.

Thank you in advance for your timely response. If you have any questions, please call me at **YOUR NUMBER**

Sincerely,

**YOUR NAME**

## **Parent's Right to School Records Legal Overview**

- ◆ Parents have the right to examine all records relating to the child. 20 USC §1415(b)(1).
- ◆ Parent can inspect, review and copy records related to identification, evaluation, and educational placement and provision of FAPE. DCMR §5-3021.3; 34 CFR §300.591(a).
- ◆ LEA must permit parents to inspect and review and education records collected, maintained, or used by LEA in connection with special education. 34 CFR §300.613(a).
- ◆ LEA must comply with records request without unnecessary delay, before any meeting regarding an IEP, a hearing, or a resolution session and no later than 45 days after request was made. 34 CFR §300.613.
- ◆ LEA must develop a process for parent to correct information in a child's record. DCMR §5-3021.3



CLIENT NAME

ADDRESS

Washington, DC 20020

February 28, 2012

Dear Ms. Johnson,

I am writing because I have not been able to reach you by phone. When I try to call xxx-xxx-xxxx, I get a message that the number is out of service. If you have a new number, please call and let me know what it is. I really want to work with you to get the special education services for your daughter. As we have talked about, I can't do that without you making the decisions about the goals in the case and being in touch with me.

I hope everything is ok with you, and I hope we can continue to work together. If I do not hear from you within the next two weeks (DATE), then I will be closing your case.

Please call and let me know whether you want me to be your lawyer. If you do not, please just let me know. I look forward to talking with you soon. My number is 202-467-4900 ext. 547 and my email is [kzeisel@childrenslawcenter.org](mailto:kzeisel@childrenslawcenter.org).

Sincerely,

Kathy Zeisel

**WEINFELD EDUCATION GROUP, LLC  
CONSULTANT AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the Weinfeld Education Group, LLC, (“Consultant”) 104 Northwood Avenue, Silver Spring, Maryland 20901, Phone: 301-681-6233, FAX: 301-593-3333 and **LAW FIRM.**

**SECTION ONE  
NATURE OF WORK**

The purpose of this agreement is to procure the services of the Consultant in relation to the case or matter of [REDACTED].

**Comment [m1]:** Insert client and child's name.

Consultant shall provide services for the Client as an independent professional in furtherance of Client’s matter. Payment to Consultant is not dependent upon the findings which Consultant renders, or on the outcome of any, administrative hearing, legal action, mediation, arbitration, or the terms of any settlement of the underlying matter, or on any contractual arrangement between the Client and any other person or party.

All services will be performed by the Weinfeld Education Group, LLC’s employees or contractors. It is understood that **NAME OF EXPERT** will personally provide all the services hereunder.

**SECTION TWO  
ENGAGEMENT FEE AND RETAINER**

At the time of the execution of this agreement, the Client shall tender to Consultant a retainer fee in the amount of **RETAINER AMOUNT.** Billings for services performed or expenses incurred shall be charged against the retainer fee until such time as it is exhausted. The Client shall not identify Consultant as either a testifying or non-testifying expert until such time as the engagement fee has been paid. Any funds that are remaining at the conclusion of this agreement will be returned to the client, in full.

Client acknowledges that the retainer fee enumerated above may not be sufficient to cover all services or expenses to be rendered by the Consultant. Client agrees that Client will be billed each month for any additional services rendered by the Consultant and that Client will timely pay such charges.

**SECTION THREE  
CONSULTANT SERVICES AND FEES**

The Client shall compensate Consultant at a reduced rate of \$EXPERT RATE for all tasks performed under this agreement, including but not limited to:

\_\_\_\_\_

\_\_\_\_\_

Fees will be billed by the tenth of an hour, with a minimum charge for any discrete task of two tenths of an hour. For testimony at a deposition, administrative hearing, or court proceeding, the rate for testimony shall apply both while Consultant is waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

#### **SECTION FOUR** **QUALIFICATIONS**

The Client has had the opportunity to investigate and verify Consultant's credentials, and agrees that Consultant is qualified to perform the services described in this contract.

#### **SECTION FIVE** **PAYMENT OF FEES**

The Client is responsible for payments to Consultant as outlined in this contract, regardless of any arrangement the Client has with any other party or parties. Consultant will issue bills on a monthly basis or other appropriate intervals. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Consultant shall return any unused amount of the retainer within 30 days of the earlier of termination of the services or the request of the Consultant. Upon the expiration of thirty days the unpaid retainer shall be deemed delinquent. Interest shall accrue to any delinquent balance owed to the other party at the maximum rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill for services remains unpaid for sixty or more days after the date of issuance, Consultant shall have the unrestricted right to resign from performing additional services for the Client. If either party employs an attorney to collect any outstanding balance, the other party shall pay all costs associated with collection of outstanding balances including reasonable attorney's fees, unless such nonpayment is related to a good faith dispute about whether or not such balance is in fact due to the other party.

#### **SECTION SIX** **CHOICE OF LAW AND JURISDICTION**

This agreement shall be interpreted under the laws of the State of Maryland and

**Comment [A2]:** Please insert any and all anticipated services you will need the consultant to perform on the case (i.e., reviewing records, meeting with or talking on the phone with the Client, or child, and other professionals involved in the matter to gather more information, conducting school visits/observations and writing up results on any observations and evaluations, attending and participating in IEP or other school meetings, visiting and assessing the appropriateness of any proposed public or private school placements, preparing and testifying at a hearing, and traveling to and from any site visits, meetings or hearings.

constitutes the entire agreement of the parties with respect to the subject matter hereof.

Any litigation under this agreement shall be resolved in the trial courts of Montgomery County, State of Maryland.

Agreed to this \_\_ day of \_\_\_\_\_, 2013.

**CLIENT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**WEINFELD EDUCATION GROUP, LLC**

By: \_\_\_\_\_  
Richard Weinfeld, Managing Member

*Invoicing should be sent to:*

**NAME AND ADDRESS**



CLIENT NAME AND ADDRESS

RE: CHILD NAME: Case Closure

March 7, 2011

Dear Ms. Smith,

Thank you for working with Children's Law Center regarding an appropriate special education evaluations and services for your son, Joe Smith. As we discussed today, I will be closing your case because Joe is in an appropriate placement and is getting the services he needs.

We opened the case for Joe on January 12, 2010. We filed a case against DCPS to get Joe into an appropriate placement, and Joe now attends the Children's Guild in Chillum, Maryland. We also helped you get an independent auditory processing evaluation for Joe after DCPS failed to perform the evaluation.

As we discussed, once Joe's attention issues have been under control for at least three months, the school can do another auditory processing evaluation if that is a concern. Auditory processing is how well Joe is able to understand what people say to him and how well he is able to tune out other sounds. Because ADHD can also affect this, another auditory processing evaluation would be needed if you still have concerns about this once the ADHD is more under control.

I am enclosing a copy of the Hearing Officer Decision and of the recent evaluations for your records. You said that you have the most recent IEP and related documents already.

At Children's Law Center, we store our clients' files for five years after a case has closed. After that time, our policy is to destroy the files. If you need any documents from your file or additional copies of the ones included with this letter, please contact us to request the copies, which we will mail to you.

It has been a pleasure to work with you, and I wish you and your family the best. If you have any questions or concerns about Joe's placement or services that you are unable to resolve yourself, please do contact me at 202-467-4900 ext 547.

Sincerely,

Kathy Zeisel

*Enclosures*

# Parent Advocacy Tips

## 1. Document problems or concerns

- a. Use the notebook and calendar from CLC to write down any concerns or problems
- b. Take pictures if possible

## 2. Write everything down

- a. Who you talked to
- b. When you talked to them
- c. What you talked to them about
- d. What requests you made

## 3. Get everything in writing

- a. Promises or refusals to do things in writing
- b. Recommendations from a doctor or therapist in writing
- c. Disciplinary notices from schools/daycares

## 4. Keep a copy of any documents you are given

- a. Keep a file for any documents related to school, housing, medical care or any other area you are concerned about

## 5. Read Everything

- a. Even if people are rushing you, read the entire document before you sign something.

## 6. When in doubt, ask

- a. Many documents are written by lawyers. If you don't understand them, ask for assistance or to take it home and have someone help you understand

## 7. Don't sign something if you don't agree with it or don't understand it

- a. You may lose important rights if you sign something

## 8. Go up the chain of command

- a. Everyone has a supervisor!

## 9. Know when to ask for outside help

- a. If you can't figure something out on your own, call Children's Law Center, a case manager or other organization that can help

## 10. Stay professional

- a. Don't yell or make a scene
- b. Even if the person you are dealing with is not acting professionally, you should stay professional

# KNOW YOUR EDUCATIONAL RIGHTS

## Your child may qualify for extra help or special education at school if:

- Your child is performing below grade level in some or all subjects,
- Your child has behavioral problems in school, gets expelled, or suspended,
- Your child has problems moving around, speaking, or hearing, OR
- Your child hates school, is afraid to go to school, or refuses to go to school.

Special education means classroom instruction that is free and specially designed to meet your child's unique needs, and allows your child to make progress and learn.

## YOU HAVE RIGHTS!

### As a parent of child who receives special education you have the right to:

- Have an IEP developed for your child each school year by the IEP team, which must include YOU, the parent.
- Ask for an IEP meeting at any time during the school year to discuss your child's education at a date, time, and place that is convenient for you.
- Bring people who know your child to the IEP meeting, like a doctor, therapist, mentor, tutor, or advocate.
- Participate in meetings where school placement is discussed and decided.
- Receive copies of all evaluations and the IEP for your child.
- Disagree with the services and school placement offered by the school.
- A due process hearing or mediation if you think the education your child is receiving is not appropriate or if your child is not making progress.

### As a parent of any student, you have the right to:

- Ask the school questions about your child's education.
- Review and receive a copy of your child's educational records.
- Not sign any documents about your child, including an IEP, if you do not agree with those documents or you do not understand them.
- Have your child evaluated by the school for special education services—best to do a written request to evaluate and give to school principal.
- Receive written notice when your child is suspended or expelled.