

BEFORE THE NEBRASKA DEPARTMENT OF EDUCATION

)	Case No. 15-03 SE
By and through)	
)	
)	
)	
)	
Petitioner,)	
)	
vs.)	ORDER OF DISMISSAL
)	
NEBRASKA CITY PUBLIC SCHOOLS)	
215 North 12 th Street)	
Nebraska City, Nebraska 68410)	
)	
Respondent.)	

ON the 29th day of March, 2016, this matter came before the undersigned Hearing Officer on the Settlement Agreement submitted by the parties and the Petitioners' Withdrawal of Petition for the following reason: Parties have agreed to settle the dispute pursuant to Settlement Agreement dated March 22, 2016.

Being duly advised in the premises, and having received no objection, the Hearing Officer finds that an order should be entered approving the Settlement Agreement and dismissing Petitioners' Special Education Petition filed herein without Prejudice to the Petitioners' right to file future Special Education Due Process Petitions pursuant to Rule 55 of the Nebraska department of Education.

IT IS HEREBY ORDERED that the Settlement Agreement of the parties is approved, the parties are ordered to perform the same and the above-captioned case is dismissed and each party to pay their own costs and their own respective legal fees.

DATED this 29th day of March, 2016.



DENNIS C. TEGTMEIER,
Hearing Officer
140 No. 8th Street, Suite 250
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was duly served upon the following by mailing same by U.S. certified mail, return receipt requested, postage prepaid on the 29th day of March 2016:

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Respondent's attorney



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BEFORE THE NEBRASKA DEPARTMENT OF EDUCATION

By and through)	Case No. 15-03 SE
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Petitioners,)	
)	SETTLEMENT AGREEMENT
vs.)	
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NEBRASKA CITY PUBLIC SCHOOLS)	
215 North 12 th Street)	
Nebraska City, Nebraska 68410)	
)	
Respondent.)	

We the undersigned, being satisfied that the following provisions for the resolution of the above-referenced special education due process proceeding are fair and reasonable, hereby agree to abide by and fulfill the following:

1. **IEP.** Nebraska City Public Schools and its employees (collectively "District") agree to faithfully implement Individualized Education Plan dated August 4, 2015, until IEP team adopts a new IEP for

2. **Supports and Interventions.** Beginning on March 21, 2016 and continuing until a new IEP is adopted, the District shall faithfully use and implement following Supports and Interventions:

- a. Daily check-in time -- 5-10 min. each day -- based on 2 x 10 strategy
- b. Visual schedule, specific to the day

- c. Pull-out Social skills instruction four days per week
- d. Enhanced adult supervision, in the form of an adult (paraprofessional, administrator or other 1:1 support) with at all times
- e. Enhanced adult supervision at recess during which will be provided with additional social skills instruction
- f. Daily behavior point card
- g. Upon achieving 90% level of success on daily behavior point card, will be offered a choice among the following reinforcers:
 - i. Computer time (10 minutes)
 - ii. Getting to be the class helper (the following school day)
 - iii. One extra snack during the next scheduled snack break)
 - iv. Reading corner (10 minutes)
- h. Academic Accommodations
 - i. Modification of assignments in the form of shortened practice
 - ii. Use of graphic organizers for assignments with more than three steps involved
 - iii. Dictation and partial dictation allowed for written work — e.g., “if you do this, then I will write this”

3. **FBA.** has demonstrated a pattern of behavior problems that interfered with learning, interfered with the learning of others, and violated the student code of conduct. As a result, the District will allow a formal Functional Behavior Assessment ("FBA") to be conducted. The FBA will be completed no later than April 1, 2016.
4. **New IEP.** After the FBA is completed, the team will meet again to amend the IEP taking this new information into account. The team will participate in a facilitated IEP meeting at which an education professional with formal training in IEP facilitation will guide the meeting. The IEP facilitator will not be an employee of Nebraska City Public Schools and may not have represented the family as an advocate or advisor. The cost of the facilitated IEP meeting will be borne by the school district. At the IEP meeting, the team will consider amendments to behavior intervention plan.
5. **Communication.** Principal Davis and Mrs. McGregor will be the main points of contact and communication for . If the District needs to communicate with Principal Davis or Mrs. McGregor will initiate the contact.
6. **Change in Placement.** The parties agree that the school district is withdrawing the proposed change of placement to the IMPACT Program at this time. This withdrawal in no way indicates a change in placement is precluded in the future if is unable to be successful in the

general educational environment. understands that placement is a decision that will be made by IEP team, that is entitled to have meaningful participation in that decision, but that does not have "veto power" over the team's placement decision.

7. Withdrawal of Request for Due Process Hearing.

agrees to withdraw the request for the impartial due process hearing. This Agreement will be sent to the Hearing Officer to inform him the matter is resolved. This resolution is in no way prejudicial to ability to file future petitions pursuant to Rule 55 of the Nebraska Department of Education.

8. Attorney Fees. Each party shall be responsible for or its own attorney fees.

9. Binding Nature of Agreement. The undersigned understand that this Agreement is legally binding and enforceable in any State court of competent jurisdiction or a district court of the United States. A party may void this Agreement within three business days of its execution.

10. Confidentiality. The settlement discussions that were part of the settlement process will remain confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.

11. No Admission of Liability. This Agreement is not to be construed as an admission of liability or wrongdoing on the part of either party.

12. **Prevailing Party.** Neither party shall be considered a "prevailing party" for any purposes.
13. **Entirety of Agreement.** This Agreement contains the parties' entire agreement. Its terms and release are contractual and not a mere recital.

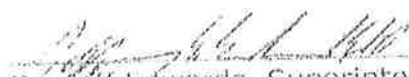


THERESA WALTON, Petitioner

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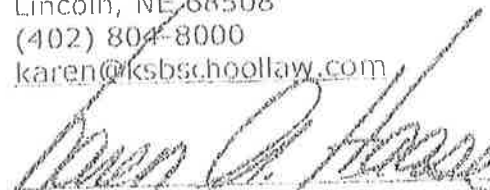
BY: 

Attorney for Petitioner



Dr. Jeff Edwards, Superintendent
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