

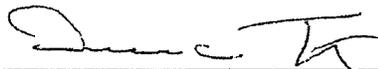
**DENNIS C. TEGTMEIER,**  
**Hearing Officer**  
140 No. 8th Street, Suite 250  
Lincoln, NE 68508  
(402) 476-1829  
FAX (402) 476-7499  
Email: tegtmeierlaw@gmail.com

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was duly served on the 8<sup>th</sup> day of May, 2019 via email on:

Karen A. Haase  
Steve Williams  
301 S 13<sup>th</sup> Street, Suite 210  
Lincoln, NE 68508  
karen@ksbschoollaw.com  
steve@ksbschoollaw.com  
Attorney for Respondent

Nebraska Department of Education  
Sara Hulac, Legal Counsel II  
General Counsel's Office  
PO Box 94987  
301 Centennial Mall South  
Lincoln, Nebraska 68509  
brenda.wid@nebraska.gov  
sara.hulac@nebraska.gov



**DENNIS C. TEGTMEIER, Hearing Officer**



evaluation(s), generate reports, and to arrange or provide any recommendations; and

B. Either, at option, transport to MMI for the evaluation(s) or any additional or follow-up evaluations (with mileage reimbursement from the school district as provided below) or to make transportation arrangements with the school district at least 24 hours in advance.

**3. Shelton Public Schools.** Shelton Public Schools agrees to:

A. Maintain and implement the current IEP with fidelity until the evaluation(s) is (are) complete and the MMI recommendations are made;

B. Take all steps required by MMI to arrange for and complete the evaluation(s);

C. Pay mileage at the rate of 58 cents for each mile actually and necessarily traveled to transport to MMI for the evaluation(s) or provide transportation for to and from the evaluation(s), provided that requests school transportation at least 24 hours in advance; and

D. Upon receiving written consent and after proper amendment of the IEP, follow the recommendations of the evaluation(s), including participation in the School Consultation/Virtual Care Program.

**4. 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.

**5. Attorney Fees.** Each party shall be responsible for own attorney fees.

**6. 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.

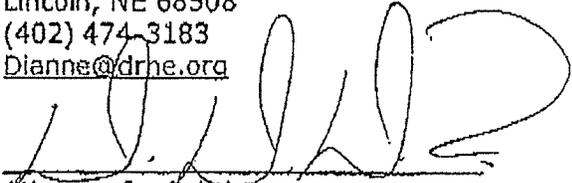
**7. Confidentiality.** The settlement discussions that were part of the settlement process will remain confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.

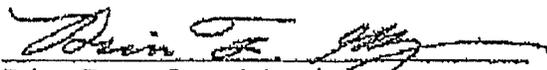
**8. No Admission of Liability.** This Agreement is not to be construed as an admission of liability or wrongdoing on the part of either party.

**9. Prevailing Party.** Neither party shall be considered a "prevailing party" for any purposes.

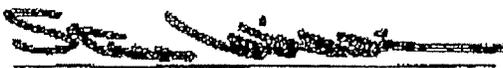
**10. Entirety of Agreement.** This Agreement contains the parties' entire agreement. Its terms and release are contractual and not a mere recital.

BY: DISABILITY RIGHTS NEBRASKA  
DIANNE D. DELAIR, #21867  
134 S. 13<sup>th</sup> Street, Suite 600  
Lincoln, NE 68508  
(402) 474-3183  
[Dianne@drne.org](mailto:Dianne@drne.org)

BY:   
Attorney for Petitioner

  
Brian Gegg, Superintendent  
SHELTON PUBLIC SCHOOLS,  
Respondent

BY: KSB SCHOOL LAW, P.C., L.L.O.  
STEVE WILLIAMS, #21111  
301 S. 13<sup>th</sup> Street, Suite 210  
Lincoln, NE 68508  
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[steve@ksbschoollaw.com](mailto:steve@ksbschoollaw.com)

BY:   
Attorney for Respondent