

BEFORE THE NEBRASKA DEPARTMENT OF EDUCATION

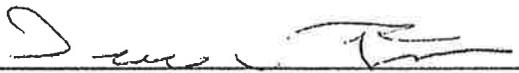
)	Case No. 18-07 SE
)	
)	
)	
Petitioner,)	
)	
vs.)	ORDER OF DISMISSAL
)	WITHOUT PREJUDICE
AURORA PUBLIC SCHOOLS)	
300 L Street)	
Aurora, NE 68818)	
)	
Respondent.)	

ON the 8th day of July 2019, this matter came before the undersigned Hearing Officer by way of an email and attachments, Settlement Agreement and Motion to Withdraw Petition, received from Petitioner’s attorneys, Seamus Kelly. The Hearing Officer has reviewed the Settlement Agreement, finds that it is fair and reasonable, and approves the same.

Being duly advised in the premises, the Hearing Officer finds that the Petitioners’ request to withdraw the impartial due process hearing should be approved. The parties shall abide by and perform the terms of the Settlement Agreement and the Petitioner’s Motion to Withdraw Petition should be granted, and the Petition be dismissed without prejudice.

IT IS THEREFORE ORDERED that the Petitioners’ Petition is dismissed without prejudice and the parties are ordered to abide by and perform the terms of the Settlement Agreement which is attached hereto and made a part of this order.

DATED this 8th day of July, 2019.



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

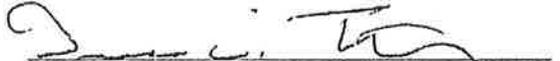
CERTIFICATE OF SERVICE

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

Seamus Kelly
2807 South 87th Ave., #3
Omaha, NE 68124
seamus@seamuskellylaw.com
Attorney for Petitioner

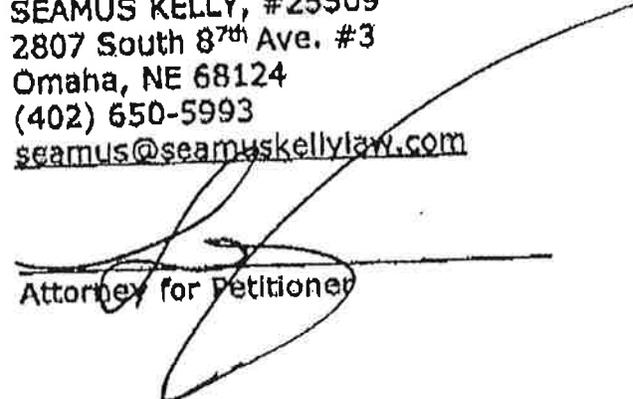
Karen A. Haase
Steve Williams
301 S 13th Street, Suite 210
Lincoln, NE 68508
karen@ksbschoollaw.com
steve@ksbschoollaw.com
Attorney for Respondent

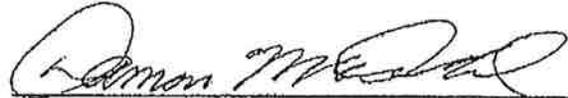
Nebraska Department of Education
Sara Hulac, Legal Counsel II
General Counsel's Office
PO Box 94987
301 Centennial Mall South
Lincoln, Nebraska 68509
brenda.wid@nebraska.gov
sara.hulac@nebraska.gov


DENNIS C. TEGTMEIER, Hearing Officer

3. **Attorney Fees.** Respondent shall be responsible for its own attorney fees. Respondent agrees to pay Petitioner's attorney fees directly to Petitioner's attorney in the amount of \$3,000.00.
4. **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.
5. **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.
6. **No Admission of Liability.** This Agreement is not to be construed as an admission of liability or wrongdoing on the part of either party.
7. **Prevailing Party.** Neither party shall be considered a "prevailing party" for any purposes.
8. **Entirety of Agreement.** This Agreement contains the parties' entire agreement. Its terms and release are contractual and not a mere recital.

BY: SEAMUS KELLY, #25509
2807 South 87th Ave. #3
Omaha, NE 68124
(402) 650-5993
seamus@seamuskellylaw.com

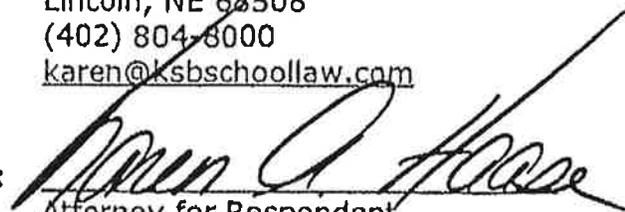
BY: 
Attorney for Petitioner



DAMON MCDONALD, Superintendent
AURORA PUBLIC SCHOOLS,
Respondent

BY: KSB SCHOOL LAW, P.C., L.L.O.
KAREN A. HAASE, #21003
301 S. 13th Street, Suite 210
Lincoln, NE 68508
(402) 804-8000
karen@ksbschoollaw.com

BY:



Attorney for Respondent