AGREEMENT IN LIEU OF EXPULSION

 This Agreement is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_, Principal of \_\_\_\_\_\_\_\_\_\_\_\_\_ Schools (referred to herein as “Principal”), and Parent/Gaurdian Name, and their student: Student’s Name (herein collectively the “Family”).

 WHEREAS, the Principal, has determined that it is appropriate to consider the expulsion of the student pursuant to Neb. Rev. Stat. § 79-267; and

 WHEREAS, school administrators have the discretion pursuant to Neb. Rev. Stat. § 79-258 to take actions regarding student behavior other than those specifically provided in the Student Discipline Act (Neb. Rev. Stat. § 79-254 et seq.);

 WHEREAS, a school district that has expelled a student may suspend the enforcement of the expulsion pursuant to Neb. Rev. Stat. § 79-266;

 WHEREAS, the administration is willing to take actions other than to expel the student on the terms set out below;

 NOW, THEREFORE, in consideration of the terms set forth in this Agreement, the parties agree as set forth below.

1. **Admission.** The Family admit that the following allegations are true and did in fact occur: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Absent this Agreement, the Principal would recommend that the penalty for this conduct be expulsion for the remainder of the school year.
2. **Explanation of Charges.** The Family have had the charges explained to them based on school policy and the Student Discipline Act and has had an opportunity to discuss the charges with the administration and/or other school officials and fully understand the charges and the meaning and consequences of the charges and an expulsion.
3. **Due Process.** The Family acknowledges that they have been informed of and understand their rights to a due process hearing to contest the alleged charges and that they constitute grounds for expulsion. The Family understands that the purpose of the expulsion hearing would be to decide if the charges have been substantiated, whether they constitute grounds for expulsion, and whether the student should be expelled.
4. **Waiver of Rights.** The Family understands that, pursuant to the provisions of the Student Discipline Act, they are entitled to certain rights including: (a) the right to a hearing on the charges, (b) a description of the hearing procedures provided by the Student Discipline Act and the procedures for appealing any decision rendered at the hearing; (c) the right to examine the student’s academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct; (d) the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony; (e) the right to be represented at the hearing at their own expense; (f) the right of the student to testify or to remain silent; (g) the right to question any witness giving information at the hearing; (h) the right to appeal any hearing decision to the board of education; and (i) the right to judicial review of any board of education decision. The Family hereby knowingly and voluntarily waive all of these rights, any other rights provided by the Student Discipline Act, and their right to contest the expulsion. The Family agree that the discipline, rehabilitation program, and/or requirements specified below may be put into effect by Cozad without a formal hearing or any other procedures that may be required by the Student Discipline Act or school district policy.
5. **Voluntariness.** By signing this Agreement, the Family agrees that: (a) they have done so voluntarily; (b) they have received a complete copy of the school district’s student discipline policy; (c) they have had sufficient time to read the policy and the rules and procedures and knowingly and voluntarily waive all formal hearing rights; and (d) all parties are in agreement that a formal hearing is unnecessary and the recommended discipline is appropriate.
6. **Suspended Enforcement of Expulsion.** The student shall be expelled immediately. However, the student’s expulsion shall be suspended pending the successful completion of a rehabilitation program included herein. The student shall be on probationary status during the period when the expulsion is suspended. The failure to complete any part of the rehabilitation program shall be grounds for revocation of the suspended enforcement of the expulsion, and the expulsion shall immediately take effect under the terms of the original recommended expulsion without the benefit of a hearing.
7. **Rehabilitation Plan.** The rehabilitation plan shall include the following:
	1. **Suspension.**
		1. The student will be suspended from attendance at school for \_\_\_ school days.
		2. During the suspension, the student will be permitted to perform school work and take tests. The Family will be responsible for contacting the Principal to make arrangements to pick up assignments and tests and to communicate with the student’s teachers. The student can earn full credit for work performed and completed in accordance with the requirements established by the administration and teachers.
	2. **School Attendance.**  After the suspension is completed, the student shall attend school on a regular basis with no unexcused absences.
	3. **Academic.**
		1. The student will pass all classes
		2. The student will turn in all assigned homework completed and on time.
		3. The student will maintain a \_\_\_\_\_\_\_ grade point average or better.
		4. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	4. **Discipline.**
		1. The student will receive no significant disciplinary referrals.
		2. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	5. **Evaluation and Counseling.**
		1. The student will obtain a mental health evaluation from a licensed mental health professional or psychologist approved by the school administration and school counselor to evaluate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and any other mental health issues that may exist. This evaluation will be at the Family’ expense.
		2. The Family shall sign any and all releases necessary to allow the mental health evaluator to provide a copy of the evaluation to and to speak to the administration and school counselor. The written evaluation shall be provided to the school counselor no later than \_\_\_\_\_\_\_\_\_\_\_\_\_.
		3. The Family shall follow all recommendations of the evaluation. The Family shall sign any and all releases necessary for the administration or school counselor to obtain documents from or speak to any service provider providing services as a result of the evaluation recommendations.
		4. The student shall participate in and complete any additional counseling recommended by the licensed mental health provider or psychologist in the evaluation.
		5. Obtaining a mental health evaluation is not a claim or admission that the student is disabled or qualified for services under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act.
	6. **Attendance at Extracurricular Performances.** The student will not be permitted to attend as a spectator any extracurricular activities held at or sponsored by the school for the remainder of the school year unless granted permission by the Principal in writing. The term extracurricular activities includes all performances, competitions, and athletic events.
	7. **Participation in Extra Curricular Activities.** The restriction set forth above shall not prevent the student from participating in any activity sponsored by the school and from attending the activity as an active participant (e.g., as a member of an athletic team, an actor or technical support person for a play, or a member of the FFA).
8. **Entirety of Agreement.** This Agreement contains the entire agreement between the parties hereto, and the terms of this agreement are contractual and not a mere recital.
9. **Nebraska Law.** This Agreement shall be construed in accordance with the laws of the State of Nebraska. The parties agree that any dispute arising hereunder shall be submitted only to a state court or federal court of competent jurisdiction in Nebraska, to whose jurisdiction all parties hereto consent.
10. **Construction of Agreement.** Whenever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of that provision will continue to be valid. The remainder of this Agreement will also continue to be valid, and the entire Agreement will continue to be valid.
11. **Acknowledgment of Understanding*.*** By their respective signatures below, the parties confirm having read this Agreement in full; being fully apprised of its contents; understanding the meaning and implications of the Agreement; and executing this Agreement voluntarily and with full understanding of its import.

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The Student Date

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Parent/Guardian Date

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Parent/Guardian Date

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Principal Date