



# Richmond Community Schools

300 Hub Etchison Parkway · Richmond, IN 47374

Phone: (765) 973-3300

STUDENTS

Refers to Board Policy 5602

## WAIVER OF DUE PROCESS RIGHTS PROBATIONARY CONTINUED EDUCATION AGREEMENT

Student's Name \_\_\_\_\_

The undersigned Student and Parent understand and acknowledge the following:

1. The Student committed the following act(s) of conduct which (is) (are) a violation of school rules or Indiana law: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. The Student and Parent acknowledge that the Student may be expelled for this conduct until \_\_\_\_\_
3. The Student and Parent know that they have statutory and constitutional due process rights to contest the expulsion, including the right to appear at an expulsion meeting, the right to an appeal of any expulsion decision to the Superintendent/Assistant Superintendent, the right to have the expulsion decision reviewed by an Expulsion Examiner when the expulsion period is greater than one semester, and the right to appeal any expulsion decision to a state or federal court.
4. The Student and Parent are voluntarily, knowingly, and of their free will giving up (waiving) all of the above-stated statutory and constitutional rights to due process that exist at the time this Waiver and Agreement is signed.

### The undersigned student and parent do hereby agree to the following terms and conditions:

1. The terms and conditions of this Agreement are in effect upon both parties signing this Agreement and through \_\_\_\_\_, the end of the expulsion period identified in Paragraph 2 above.
2. During the period of this Agreement, the Student will return to school and continue the student's education **on a probationary basis**.
3. The Indiana Compulsory Attendance Law will be in effect during the Student's probationary return to school.
4. The student will not violate any school rule or Indiana law that is a ground for suspension or expulsion. Should the Student violate a rule of conduct, the Principal or the Principal's Designee, in addition to seeking the enforcement of this Agreement, may initiate statutory due process proceedings to expel the Student beyond the period of this Agreement.
5. If applicable, fill in any other condition, such as drug/alcohol testing and/or counseling. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If drug/alcohol testing is a condition, the Student knows that he/she has the right to be free from unreasonable searches under both the U.S. Constitution and the Indiana Constitution. The Student voluntarily, knowingly, and of his/her free will gives up (waives) that right and consents to any random and/or suspicionless search for the purpose of drug and/or alcohol testing during the term of this Agreement.

6. An Expulsion Examiner need **not** conduct a review where this expulsion takes place more than three weeks before the start of the second semester or where it continues through the first semester of a new school year.



7. If the Student fails to comply with any term or condition of this Agreement, the Principal or the Principal's Designee may file a charge with an Expulsion Examiner. The charge may be filed orally or in writing.
8. Upon receipt of a charge alleging a violation of any term or condition of the Agreement, the Expulsion Examiner shall implement the statutory due process procedures applicable to a suspension from school, wherein the Student will be given an opportunity to explain the Student's version of the events to the Expulsion Examiner. The Expulsion Examiner may take any action deemed appropriate and in accordance with state law, including expelling the Student until the date in Paragraph 1 above.
9. The Expulsion Examiner's decision on whether to enforce this Agreement and expel the Student will be final and binding on the Student and Parent. **The Student and Parent understand that the above proceeding is a waiver of the statutory and constitutional rights to contest the expulsion, specifically the right to request an expulsion meeting and the right to request an appeal of any expulsion to the Superintendent/Assistant Superintendent.**
10. The student and parent understand that the above proceeding is a waiver of the statutory and constitutional rights to contest the expulsion, specifically the right to request an expulsion meeting and the right to request an appeal of any expulsion to the School Board.

**The undersigned Principal (or designee) agrees to the following terms and conditions:**

1. The Student will be allowed to attend classes on a probationary basis from the date this agreement is signed by the school official. The Student may be allowed to attend any other school-sponsored function if the Building Principal grants permission.
2. As long as the Student complies with the terms and conditions of this Agreement, the Student will be given the opportunity to receive credit for all coursework completed in classes, consistent with teacher and school grading policies.
3. Evidence of the Student not complying with this Agreement will be presented to an Expulsion Examiner for a decision on whether the Agreement should be enforced and appropriate disciplinary action be taken, including expelling the Student.
4. The Student will be given the opportunity to present to the Expulsion Examiner the Student's version of the events surrounding the charge of not complying with this Agreement.
5. If the Student successfully abides by the terms of the Agreement, there will be no record of an expulsion in the student's education records. At the discretion of the Principal consistent with any school policy, a copy of this Agreement may be maintained in the student's education records. If the Student fails to abide by the terms of the Agreement, the Agreement will be maintained in the student's education records.

The process to expel the Student stopped at the following level:

- Investigation by the Principal.
- Building level PCEA agreed to at building by student/parent (papers filed with Assistant Superintendent)
- Filing charge to expel with the Superintendent/Assistant Superintendent.
- Appointment of Expulsion Examiner.
- Request to the Student and Parent to appear at an expulsion meeting.
- Expulsion meeting.
- Written summary of the evidence by the Expulsion Examiner and determination of appropriate discipline action.
- Notice of written summary of the evidence and action taken to Student and Parent.
- Appeal to the Superintendent/Assistant Superintendent.
- Appeal hearing by the Superintendent/Assistant Superintendent.
- Decision by the Superintendent/Assistant Superintendent.

**The undersigned persons acknowledge that they understand this WAIVER OF DUE PROCESS RIGHTS; PROBATIONARY CONTINUED EDUCATION AGREEMENT, and that they have voluntarily, knowingly, and of their free will entered into it.**

STUDENT \_\_\_\_\_ DATE \_\_\_\_\_

PARENT \_\_\_\_\_ DATE \_\_\_\_\_

PRINCIPAL/DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

EXPULSION EXAMINER (if appointed) \_\_\_\_\_ DATE \_\_\_\_\_

Revised 9/10/13