



Emotionally Disturbed a free and appropriate public education (“FAPE”) by failing to provide specially designed instruction and related services. The complaint alleges that JPSS failed to provide services that are related to and address present levels of performance as well as the inherent characteristics and issues (both academic and nonacademic) associated with students classified as Emotionally Disturbed; failed to confer meaningful educational benefit; failed to educate Emotionally Disturbed students in the least restrictive environment; failed to comply with IDEA’s discipline provisions; failed to provide appropriate transition services; and failed to comply with the procedural and substantive requirements governing the development and implementation of IEPs for Emotionally Disturbed students.

3. In response to the Complaint, DOE met with counsel for the Petitioners and the hearing officer (Steven W. Cook) on February 22, 2005. During this meeting the parties agreed to conduct mediation in an effort to resolve the issues raised in the Complaint. The parties also agreed that should mediation fail, IDEA’s administrative hearing process could not address the Complaint’s class claims and thus further exhaustion of administrative remedies would be futile and that the proper forum for addressing and resolving the allegations raised in the Complaint is State or Federal Court. The parties entered a Joint Stipulation and submitted a Joint Stipulated Order to this effect, which was signed by the Hearing Officer on March 14, 2005.

4. The parties’ first mediation session occurred on March 8, 2005. Following the mediation, DOE decided to appoint a special monitoring team to investigate the Complaint’s allegations. A second mediation session occurred via a conference call on March 14, 2005. During the conference call, DOE outlined details of the planned on-site



- g. D.G. (10/13/88)
- h. M.J. (12/4/92)
- i. B.M. (5/28/90)
- j. K.S. (9/4/89)
- k. K.S. (4/17/91)
- l. R.S. (5/17/97)
- m. J.W. (12/4/87)
- n. V.W. (11/23/91)

9. Notwithstanding Paragraph 8, the above-referenced individuals and the three (3) Petitioners specifically reserve the right to pursue judicial action in either state or federal district court against DOE should this Settlement Agreement be breached.

10. This Settlement Agreement shall not diminish or affect the individual rights of any students receiving special education services and identified as emotionally disturbed in JPSS that are not specifically referenced in the Agreement.

RESOLUTION

APPOINTMENT OF A SPECIAL MASTER

11. A Special Master shall be appointed to redress the allegations in the Complaint and the findings in DOE’s Monitoring Report referenced above. The Special Master shall be separate from any other Special Master that may be appointed by DOE to address IDEA violations found through previous federal and DOE monitoring activities in JPSS unrelated to monitoring emanating from Petitioners’ Complaint.

12. DOE shall allow stakeholders (including, but not limited to undersigned counsel from the Southern Disability Law Center, Southern Poverty Law Center, and Juvenile

Justice Project of Louisiana) to provide input into the responsibilities and authority of the Special Master which shall be designated in a DOE developed Request for Proposal (RFP). DOE shall provide stakeholders with a template of the Special Master RFP prior to its release for their review and DOE shall afford serious consideration to their recommendations regarding the appropriate qualifications, responsibilities and the corresponding weights to be assigned to each within the RFP. Among other things, the Special Master's qualifications shall include recognized expertise in positive behavioral supports. DOE shall also afford serious consideration to any individuals referred by stakeholders for possible appointment as the Special Master.

13. DOE shall provide the stakeholders with on-going, formalized access to the Special Master throughout the course of the Special Master's assignment under this Settlement Agreement. The stakeholders shall be permitted to provide quarterly written information to the Special Master and DOE involving either the claims raised in the Complaint or the activities outlined in this Agreement. The Stakeholders shall also be permitted to meet with DOE and the Special Master at least annually to discuss the implementation status of the Special Master's Plan of Correction. The stakeholders shall be provided with a copy of the Special Master's Plan of Correction detailed in Paragraphs 14-18 below within fourteen (14) days of its completion. The stakeholders shall also be provided two annual written updates on the Plan's implementation by DOE. These updates shall be provided in January and June of each year.

SPECIAL MASTER’S PLAN OF CORRECTION

RELATED SERVICES VIOLATIONS

14. DOE shall ensure that the Special Master’s Plan of Correction addresses all violations found in the Monitoring Report and contains the following minimum corrective measure with regard to JPSS’ systemic violations of IDEA’s Related Services requirements involving Emotionally Disturbed students: development and implementation of specific strategies that shall ensure JPSS significantly increases the frequency and duration of social work and/or counseling and/or psychological services provided to Emotionally Disturbed students and that also shall ensure that these related services are provided based upon individual need and not staff availability.

DISCIPLINE VIOLATIONS

15. DOE shall ensure that the Special Master’s Plan of Correction addresses all violations found in the Monitoring Report and contains the following minimum corrective measures with regard to JPSS’s systemic violations of IDEA’s discipline procedures:

a. District-wide Training Protocol and Program

i. Development and implementation of a district-wide Training Protocol and Program that shall be provided to JPSS pupil appraisal staff as well as all teachers, paraprofessionals, disciplinarians, and other school administrators working at schools which have Emotionally Disturbed students.







types of educational services and instructional personnel that must be provided to students during such suspensions (in or out-of school). The policy shall also state that the issuance of homework and assignment packages alone shall not constitute the provision of educational services as mandated by IDEA.

LEAST RESTRICTIVE ENVIRONMENT (LRE) VIOLATIONS

16. DOE shall ensure that the Special Master’s Plan of Correction addresses all violations found in the Monitoring Report and contains the following minimum corrective measures with regard to JPSS systemic violations of IDEA’s Least Restrictive Environment (“LRE”) provisions involving Emotionally Disturbed students:
- a. The closure of all “John Martyn” or “Most Restrictive Environment” (MRE) classrooms in JPSS within twelve to eighteen (12-18) months of the appointment of the Special Master.
  - b. Specific strategies and objectives for significantly increasing Emotionally Disturbed students’ access to less restrictive environments including increased access to the general education curriculum and general education classrooms over the next three to four (3-4) years.

EDUCATIONAL BENEFIT VIOLATIONS

17. DOE shall ensure that the Special Master Plan addresses all violations found in the Monitoring Report and contains the following minimum corrective measures with regard to JPSS’ systemic violations of IDEA’s Educational Benefit mandate:
- a. Development and implementation of a menu of intervention strategies that include but are not limited to intensive reading and math remediation for

Emotionally Disturbed students in elementary school who are determined to be more than two years behind their chronological grade level in reading and/or math based upon standardized test scores or curriculum based assessment.

- b. Development and implementation of a menu of intervention strategies that include but are not limited to the provision of compensatory education for Emotionally Disturbed students who are determined to be three years or more behind their chronological grade level in middle school, junior high or high school based on either standardized test scores or curriculum based assessment.

#### TRANSITION SERVICES VIOLATIONS

18. DOE shall ensure that the Special Master's Plan addresses all violations found in the Monitoring Report and contains the following minimum corrective measures with regard to JPSS' systemic violations of IDEA's Transition Services requirements involving Emotionally Disturbed students:

- a. Development and implementation of specific strategies to increase coordination between JPSS' middle schools, junior high and high schools and district operated career and technical education/vocational/Pre-GED/Skills Option programs.
- b. Development and implementation of a written district policy requiring the district operated career and technical education/vocational/Pre-GED/Skills Option programs to provide IEP services including behavior intervention plans for enrolled special education students.

- c. Development and implementation of specific strategies to increase Emotionally Disturbed students' particip

given hereunder shall not be construed as an admission of liability by or on behalf of either the Petitioners or DOE, all such liability being expressly denied. Petitioners and DOE also expressly acknowledge and agree that this Agreement contains the entire agreement between them, and hereby mutually release each other from any and all matters, claims, complaints, or charges including attorneys' fees arising out of the same subject matter or occurrence as this Complaint. The Petitioners further agree not to add any additional claims to their Complaint versus DOE.

21. The parties agree that this Agreement may not be modified, amended or altered except upon written consent by each of the parties hereto. Should any provision of this Settlement Agreement be held invalid or unenforceable by a court of competent jurisdiction, the parties agree that such provision shall be severed from the remainder of the Agreement and the Agreement shall be construed as if the invalid provision did not exist.

22. The parties expressly acknowledge and agree that this Settlement Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

23. The parties agree that this Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Louisiana and the laws of the United States of America. The parties also agree that this contract may be enforced in state or federal court in the state of Louisiana.

24. The parties agree that all undersigned counsel and undersigned representatives of DOE have the authority to enter into and execute this Settlement Agreement on behalf of their clients.



**On behalf of Louisiana Dept. of Education and BESE,**

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