

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

A.M, by and through his next friend, Jeanette
Murry; on behalf of himself and all other persons
similarly situated,

Plaintiff,

v.

Case No.3:11cv344-TSL-MTP

JACKSON PUBLIC SCHOOLS BOARD OF
TRUSTEES, in its official capacity, et al.,

Defendants.

SETTLEMENT AGREEMENT

1. On June 8, 2011, Plaintiff filed suit against the Jackson Public Schools (JPS) Board of Trustees; Dr. Jayne Sargent, Interim Superintendent for JPS; Glenn Davis, Director of Security for JPS; Marie
Hendrix, Director of Special Child Alternative School (CCAS); Bobby Walden, Vice Principal of CCAS;

of this Settlement Agreement. Plaintiff's counsel shall bear the cost and burden of providing adequate

~~of this Settlement Agreement to the settlement class.~~

For the purpose of this Agreement, the following definitions shall apply throughout:

- a. The term "*fixed object*" refers to a railing, pole, chair, desk, bench, or other piece of furniture, whether or not such object is secured to the ground in some form or fashion.
- b. The term "*handcuffing*" refers to placing a handcuff(s) around the wrist(s) and/or ankle(s) of an individual.

The term "*fixed restraint*" refers to securing an individual to a fixed object with

Restraint Policy will be placed in the personnel files of Marie Harris and Bobby Walden. Defendants shall require Marie Harris and Bobby Walden to receive 15 hours of additional training on behavior management, trauma-informed communication, verbal de-escalation, and the safe use of restraints.

10. Defendants shall conduct a school climate assessment of CCAS within 60 days of execution of this Agreement. In cooperation with the Monitor designated pursuant paragraph 17 *infra*, Defendants

14. Defendants' PBIS consultant, Edwin Wilson, shall conduct a focused review of the implementation of PBIS at CCAS which shall include a review of all discipline data collected at CCAS

shall also include a review of PBIS at CCAS, an on-site inspection of CCAS, and interviews with

Monitoring and Enforcement

17. Defendants shall contract with an Independent Monitor who will be responsible for overseeing

[REDACTED]

due regard for the privacy interests of individual youth and staff and the interest of the Defendants in protecting against disclosure of non-public information.

21. Defendants shall facilitate the Monitor's ability to fulfill the responsibilities described in this Agreed Order. The Monitor may consult experts or consultants retained by either party. All parties shall

receive copies of all draft reports from experts to the Monitor prior to the issuance of any Monitor's report, and shall have the option of being present at briefings from such experts to the Monitor and

27. This lawsuit and this Settlement Agreement address, settle and resolve only claims for injunctive