

**EXHIBIT A**

**SETTLEMENT AGREEMENT**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION

_____		)
E.H., et al.		)
		)
Plaintiffs,		)
		)
v.		)
	Civil Action No. 3:12cv474-DPJ-FKB	)
		)
Mississippi Department of Education,		)
		)
Defendant.		)
_____		)

**SETTLEMENT AGREEMENT**

The Parties, E.H. and J.P. (“Plaintiffs”) and Mississippi Department of Education (“MDE”), agree to the following terms in order to resolve the issues set forth in Plaintiffs’ September 17, 2012 amended complaint in this lawsuit.

1. The Parties stipulate that nothing in this Settlement Agreement constitutes an admission of liability. Plaintiffs and MDE agree that it is in the best interests of all Parties to resolve this matter amicably without further litigation and costs.
2. This Settlement Agreement will remain in full force and effect for the 2014-2015 school year until August 31, 2015. The undersigned representatives of the Parties certify that they are authorized to enter into this Settlement Agreement and legally bind the Parties to it. This Settlement Agreement is final and shall be binding upon the legal representatives and any successors of the Parties.
3. If any section of this Settlement Agreement is held to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, such holding will not affect the validity of the other sections in this Settlement Agreement. If this occurs, representatives of the Plaintiffs and MDE will meet within twenty (20) days to determine if this

Settlement Agreement should be amended or revised to be in compliance with the court's decision.

4. This litigation arises from a formal state complaint filed with MDE in September 2010 on behalf of Plaintiff E.H. and a class of similarly situated Jackson Public School District ("JPS") students alleging systemic violations of the Individuals with Disabilities Education Act ("IDEA"). MDE investigated the complaint and determined JPS to be in noncompliance with federal law. MDE thereafter placed JPS on a corrective action plan and monitored the District's compliance.
5. On February 12, 2014, MDE determined that JPS had corrected all its IDEA noncompliance identified in MDE's investigation of the formal state complaint.
6. The Parties' priority moving forward is helping JPS as it works toward sustainability and implementation of its Program Sustainability Plan in the 2014-2015 school year. Through the use of independent provider(s) and/or MDE personnel, MDE shall conduct quarterly technical assistance reviews of JPS's implementation of the District's Program Sustainability Plan for the 2014-2015 school year. MDE will assess JPS on the following: provision of behavioral supports and related services, including Functional Behavioral Assessments, Behavior Intervention Plans, and Manifestation Determination Reviews; Individualized Education Program (IEP) development; meaningful educational benefit; appropriate re-convening of IEP meetings when needed based on applicable data; Extended School Year; Least Restrictive Environment placements, including placements at the Capital City Alternative School; procedures for identification of students in need of behavioral supports; JPS's adherence to its policies and procedures for implementation and delivery of IDEA services; and other related information deemed appropriate by

MDE. Where the data show an area of concern that might warrant a review of a random sample of student files, MDE will conduct a random sampling of student files. MDE's reviews will also include review and evaluation of: file samples; interviews of JPS personnel and other information deemed appropriate by MDE based on the above-identified factors. MDE will provide Plaintiffs' counsel with a copy of the technical assistance protocol which will be used during the quarterly technical assistance reviews after it is developed.

7. MDE shall create a quarterly technical assistance review report examining JPS's delivery of special education services to be produced to Plaintiff's counsel on or before November 21, 2014; February 27, 2015; May 29, 2015; and July 31, 2015. The report will include a description and summary of the data reviewed and a statement of progress made, as required in this agreement.
8. MDE shall also provide Plaintiffs' counsel with district-level data based on Indicators 4A, 4B and 5 as defined in the IDEA State Part B Annual Performance Report, subject to the data being made available; the technical assistance providers' monthly activity reports; and the licensure certifications of the technical assistance providers. This information shall be provided on a quarterly basis when the final quarterly report is provided, as otherwise required in this Agreement.
9. Plaintiffs' counsel may submit one (1) request per quarterly report for an explanation of any specific issues or concerns they may identify in reference to material provided in fulfillment of the terms of Paragraph 7. The requests must be submitted to MDE within ten (10) business days of Plaintiffs' counsel's receipt of the quarterly report, and MDE shall have thirty (30) days from receipt of the request to respond in writing. Should any


dispute arise regarding any issue related to this Paragraph, the parties shall follow the dispute resolution procedure set forth in Paragraph 12.

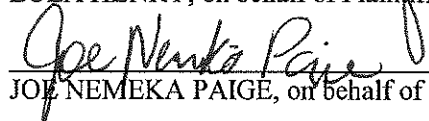
10. MDE shall provide JPS with training and/or other technical assistance, through means it deems necessary, on any subjects or issues related to JPS's implementation of the Program Sustainability Plan and identified through the quarterly technical assistance reviews, as provided in this Agreement. MDE shall provide Plaintiffs' counsel with the following information about the training conducted by MDE staff and/or contract personnel: name(s) of the personnel who conducted the training, curriculum vitae of the trainer(s), subject matter of the trainings, any training materials, and a list of participants by position. This information will be provided on a quarterly basis, along with the final quarterly reports.
11. This Settlement Agreement is not proof or evidence on any point of fact or law, except in the event of a proceeding to enforce its terms as described in Paragraph 12, below.
12. Within ten (10) business days after execution of this Agreement, the Parties will jointly move the Court for an order completely staying and directing the Clerk of Court to administratively close this lawsuit. If Plaintiffs believe that MDE has substantially failed to comply with any obligation under this Settlement Agreement during its term, Plaintiffs' counsel shall give written notice of that alleged failure to MDE. The Parties will conduct good faith discussions to resolve the dispute. If the Parties are unable to reach an agreement within seven (7) business days of Plaintiffs' written notice, the Parties will submit the dispute to mediation before the magistrate judge assigned to the lawsuit. If the Parties are unable to resolve the dispute through mediation, Plaintiffs will not oppose a motion filed by MDE to include JPS as a party defendant to this lawsuit and

will file a Notice of Reinstatement of their Amended Complaint. If no such actions as described above are taken during this Settlement Agreement's term, the Parties agree to jointly move the Court for dismissal of this lawsuit with prejudice upon expiration of this Settlement Agreement's term.


13. The parties agree that each party will bear their own fees, expenses and costs incurred in connection with this Settlement Agreement.


EXECUTED this 23 day of September 2014, by:

  
LULA HENRY, on behalf of Plaintiff E.H.

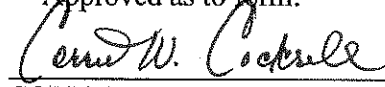
  
JOE NEMEKA PAIGE, on behalf of Plaintiff J.P.

ON BEHALF OF THE MISSISSIPPI  
DEPARTMENT OF EDUCATION:

  
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Mississippi Department of Education

  
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