

ALICIA B. PPA, Through her Parent and Next Friend, Cynthia B. and TOBIAS J. PPA, Through his Parent and Next Friend, Robert J.,

Plaintiffs,

v.

DANNEL MALLOY, in his Official Capacity as Governor of the State of Connecticut, DIANNA WENTZELL, in her Official Capacity as Commissioner of the State Dept. of Education, STATE DEPARTMENT OF EDUCATION,

ALLAN B. TAYLOR in his Official Capacity as Chairperson of the Board of Education, STATE BOARD OF EDUCATION, BETH SCHIAVINO-NARVAEZ, in her Official Capacity as Superintendent of Hartford Board of Education, HARTFORD BOARD OF EDUCATION, MATTHEW GEARY in his Official Capacity as Superintendent of Manchester Board of Education, MANCHESTER BOARD OF EDUCATION, JAMES THOMPSON, JR. in his Official Capacity as Superintendent of Bloomfield Board of Education, BLOOMFIELD BOARD OF EDUCATION,

Defendants.

CASE NO. 3:16-CV-00065 (SRU)

**SETTLEMENT AGREEMENT AND
STIPULATION OF DISMISSAL**

Plaintiffs, Alicia B., by and through her next friend Cynthia B., and Tobias J., by and through his next friend Robert J. (the "Plaintiffs"), and Defendants Dannel Malloy, in his Official Capacity as Governor of the State of Connecticut, Dianna Wentzell, in her Official Capacity as Commissioner of the State Dept. of Education, State Department of Education,

Allan B. Taylor in his Official Capacity as Chairperson of the Board of Education, and the State Board of Education (the “State Defendants”) (Collectively the “Parties”) in the above-referenced matter, do hereby stipulate, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, the following terms and conditions:

1. The Plaintiffs and State Defendants agree to settle and compromise the claims against the State Defendants under the terms and conditions set forth in the Settlement Agreement, attached hereto.
2. In consideration of the State Defendants' entry into this Stipulation and the Settlement Agreement, the Plaintiffs agree that the claims against the State Defendants shall be dismissed with prejudice in full satisfaction of any and all claims they brought, or which they could have brought, against the State Defendants in this case.
3. The undersigned counsel represent that they are authorized to enter into this Stipulation on behalf of their clients.
4. Execution of this Stipulation by counsel for the Plaintiffs and counsel for the State Defendants shall constitute a dismissal of the claims against the State Defendants with prejudice pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure.
5. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assignees.
6. The Parties agree that an electronic reference to the signatures of the parties and counsel will be the same as the original.
7. The Court shall retain jurisdiction to enforce certain terms of this Stipulation and the Settlement Agreement as set forth in the Settlement Agreement.

8. This Stipulation, read in conjunction with the Settlement Agreement attached, shall become effective upon the Court's Order and shall be the final expression of the Parties' full and voluntary settlement agreement.
9. This Stipulation and attached Settlement Agreement constitute the sole and complete agreement of the parties.

FOR THE PLAINTIFFS ALICIA B. THROUGH HER
NEXT FRIEND CYNTHIA B. & TOBIAS J. THROUGH
HIS NEXT FRIEND ROBERT J.

By _____ /s/
Marisa M. Halm (ct27601)
Martha Stone
Center for Children's Advocacy, Inc.
65 Elizabeth Street
Hartford, CT 06105-2290

Hannah Benton Eidsath
Michael Harris (admitted *pro hac vice*)
National Center for Youth Law
405 14th Street, Floor 15
Oakland, CA 94612

Priya Chadha (admitted *pro hac vice*)
Luke E. Steinberger (admitted *pro hac vice*)
K&L Gates LLP
599 Lexington Avenue
New York, NY 10022

FOR THE DEFENDANTS DANIEL MALLOY,
DIANNA WENTZELL, STATE DEPARTMENT OF
EDUCATION, ALLAN B. TAYLOR & STATE BOARD
OF EDUCATION

FOR THE DEFENDANTS
DANNEL MALLOY
STATE DEPARTMENT OF EDUCATION
ALLAN B. TAYLOR
STATE BOARD OF EDUCATION
DIANNA WENTZELL

By _____ /s/ _____

Walter Menjivar
Assistant Attorney General
Federal Bar No. ct29319
walter.menjivar@ct.gov

Ralph E. Urban
Assistant Attorney General
Federal Bar No. ct00349
ralph.urban@ct.gov

Office of the Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5210
Fax: (860) 808-5385

So Ordered, this ____ day of _____, 2018.

Hon. Stefan R. Underhill

ALICIA B. PPA, Through her Parent and Next Friend, Cynthia B. and TOBIAS J. PPA, Through his Parent and Next Friend, Robert J.,

Plaintiffs,

V.

DANNEL MALLOY, in his Official Capacity as Governor of the State of Connecticut, DIANNA WENTZELL, in her Official Capacity as Commissioner of the State Dept. of Education, STATE DEPARTMENT OF EDUCATION,

ALLAN B. TAYLOR in his Official Capacity as Chairperson of the Board of Education, STATE BOARD OF EDUCATION, BETH SCHIAVINO-NARVAEZ, in her Official Capacity as Superintendent of Hartford Board of Education, HARTFORD BOARD OF EDUCATION, MATTHEW GEARY in his Official Capacity as Superintendent of Manchester Board of Education, MANCHESTER BOARD OF EDUCATION, JAMES THOMPSON, JR. in his Official Capacity as Superintendent of Bloomfield Board of Education, BLOOMFIELD BOARD OF EDUCATION,

Defendants.

CASE NO. 3:16-CV-00065 (SRU)

SETTLEMENT AGREEMENT

WHEREAS, the Plaintiffs, Alicia B., by and through her parent, Cynthia B., and Tobias J., by and through his parent, Robert J. (collectively, the "Plaintiffs") and Defendants Dannel Malloy, State Board of Education, Allan B. Taylor, State Department of Education ("SDE"), and Commissioner Dianna Wentzell (collectively, "State Defendants") in the above captioned case, *Alicia B. PPA, Through her next friend, Cynthia B., et al. v. Dannel P. Malloy, et al.*, 3:16-cv-

00065-SRU (*"Alicia B."*) wish to resolve these matters and all pending disputes between them without further litigation, administrative proceedings, expense or risk;

WHEREAS SDE convened the Alternative Schools Committee, which Plaintiffs' counsel participated in, to develop standards and best practices for the education of students who have been expelled;

WHEREAS SDE wrote the standards entitled "Standards For Educational Opportunities for Students Who Have Been Expelled, 12/19/17 Revision," (hereinafter "Standards"), attached as an Exhibit herein;

WHEREAS the State Board of Education approved the Standards on January 3, 2018 in accordance with Connecticut Public Act 17-220;

WHEREAS the Commissioner of Education issued these Standards with a written cover memo to Local Education Agencies ("LEAs"), boards of education and school districts on February 21, 2018.

NOW THEREFORE, the State Defendants and the Plaintiffs (collectively, the "Parties") hereby agree as follows:

1. SDE will issue an agency guidance memorandum to LEAs, boards of education and school districts by September 1, 2018 providing guidance related to the expulsion-related provisions of Connecticut Public Act 16-147. The guidance memorandum will also address the process and timeline for district adoption of a prior expulsion hearing decision under Conn. Gen. Stat. § 10-233d for students who transfer school districts during periods of expulsion.
2. No later than September 1, 2018, SDE will issue the "Placement in Alternative Education Settings for Students who have been Expelled; Best Practice Guidelines for Program Implementation," (hereinafter "Guidelines") and circulate the Guidelines to LEAs, boards of education and school districts at the same time. The Guidelines will address best practices for the education the student shall receive if expelled.

3. SDE will submit to the State Board of Education a proposed Board Policy Statement concerning the importance of reducing expulsions and disproportionality in expulsions, among other points, in Connecticut for consideration by the State Board no later than its December 2018 regular meeting. Within 15 days after such time as the State Board issues a final Policy Statement, SDE will circulate it to LEAs, boards of education and school districts.

4. No later than September 1, 2018, SDE shall facilitate state oversight of alternative educational opportunities by publishing on its website, in a manner easily accessible to students and families, materials consistent with Connecticut Public Act 16-147 and Connecticut Public Act 17-220 providing information for students and parents about student rights to education during periods of expulsion. SDE will also provide these materials via electronic mail to a list of agreed-upon community and legal organizations. SDE will publish resources as part of the Guidelines (see Paragraph 2 above). SDE agrees to consider recommendations from the Plaintiffs' counsel for inclusion in these resources, but SDE alone decides the content of its publications and websites.

5. On an annual basis, as set forth below, SDE will analyze suspension and expulsion data to identify districts with meaningful disparities in regard to rates of these punishments and racial disparities in suspensions/expulsions. SDE will determine the appropriate methodology and measures for conducting this analysis. Within 30 days of the execution of the settlement agreement, SDE will share the methodology and measures chosen with Plaintiffs and their counsel. SDE agrees to consider written feedback from Plaintiffs and their counsel on the methodology and measures chosen, provided such feedback is received within 15 days after SDE shares its methodology. SDE will have final decision making authority on the methodology and measures for conducting this analysis.

SDE will develop a tiered monitoring and recommended remediation approach of progressive intervention generally consisting of guidance for all districts, including sharing of resources pertaining to restorative and culturally responsive practices, and, as justified by

the particular circumstances, more significant interventions for some districts, to be determined by SDE. SDE in its sole and complete discretion will determine what circumstances will trigger which tier of intervention and what such intervention will involve.

SDE will determine the tiers annually beginning in December 2020 and will publish the results on its website. SDE will report the tiers annually to the State Board of Education ("SBE"), beginning in December 2020. Beginning no later than December 2021, SDE will include in its annual reporting on the website and to the SBE information concerning the progress of districts in Tier 3 toward improvement.

6. Defendants agree to pay \$50,000 in fees and costs in settlement of this matter. Plaintiffs waive any and all rights to apply for any additional fees and expenses in connection with all claims and potential claims resolved through this Settlement Agreement. Under no circumstances will Defendants have any further liability to pay Plaintiffs' additional attorneys' fees, costs or expenses in connection with such claims, unless the Plaintiffs must return to court pursuant to paragraph 9 of the Settlement Agreement.
7. The parties to this Agreement hereby expressly acknowledge that this agreement represents a compromise resolution of all allegations made by the Plaintiffs against the State Defendants in the *Alicia B.* case, and does not in any way constitute any admission that the state defendants, collectively or singularly violated the law in any way.
8. This Settlement Agreement will be submitted to the United States District Court for the District of Connecticut (Underhill, J.) for its approval. If the settlement is not approved by the Court, this settlement agreement will be void *ab initio* and the litigation of Plaintiffs' claims against the State Defendants will continue.
9. Notwithstanding the dismissal of the underlying action, the United States District Court for the District of Connecticut will retain jurisdiction until March 31, 2022 to enforce reasonable compliance with (i) the dates set forth in paragraphs 1 through 5 of this Settlement Agreement; and (ii) the single, one-time payment of attorneys' fees and costs set forth in

paragraph 6. Under no circumstances shall this Settlement Agreement be construed to convey jurisdiction upon the United States District Court for the District of Connecticut for alleged violation of any other provision or term of this Agreement. Plaintiffs may, upon motion to the Court, assert a claim of noncompliance with this Agreement as set forth in subdivisions (i) and (ii) of this paragraph 9, however, prior to bringing any such motion, Plaintiffs will be required to serve written notice on the Defendants detailing their claim(s) of noncompliance. Within thirty (30) days thereafter, or as such time as mutually agreed upon, the parties shall confer by telephone or in person in a good faith effort to resolve the dispute. If the parties are unable to resolve the dispute, Plaintiffs may file a motion with this Court alleging a claim of substantial noncompliance and shall specify the relief sought. Any such motion shall detail any and all efforts to resolve the dispute prior to seeking Court intervention. Plaintiffs shall not be entitled to attorney fees or costs related to such motion or proceedings thereon, unless the Court finds substantial noncompliance by the Defendants and issues orders correcting such noncompliance.

10. This Agreement contains the complete agreement of the parties and cannot be modified or amended except by further written agreement of the parties, approved by the United States District Court for the District of Connecticut.

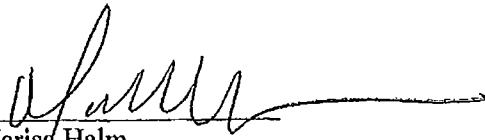
11. Except as set forth in paragraphs 8 and 9 hereof, for due and sufficient consideration, the receipt of which is hereby acknowledged, this Agreement resolves and settles all claims which have been made or which could have been made by the Plaintiffs, in any forum whatsoever, known or unknown, including any claims for attorneys' fees and costs except as provided for in paragraphs 6 and 9 hereof, against the State Defendants, and their agents, employees and successors, arising out of or in connection with the education of the Plaintiffs through the date of this Agreement. It is specifically intended that this Agreement is a waiver of any claim, known or unknown, which the Plaintiffs may have against the State Defendants, their agents, employees and successors under state or federal law through the date of this Agreement.

12. The signatories to this Agreement represent and warrant that they are duly authorized to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. A fax, copy or electronic signature page shall constitute an original.

Dated this 13th day of July 2018

FOR THE PLAINTIFFS
ALICIA B. AND CYNTHIA B.
TOBIAS J. AND ROBERT J.

By


Marisa Halm
Martha Stone
CENTER FOR CHILDREN'S ADVOCACY
UConn School of Law
65 Elizabeth Street
Hartford, CT 06105


Hannah Benton Eidsath
Michael Harris (admitted *pro hac vice*)
NATIONAL CENTER FOR YOUTH LAW
405 14th Street, 15th Floor
Oakland, CA 94612-2701
hbenton@youthlaw.org
mharris@youthlaw.org

Priya Chadha (admitted *pro hac vice*)
Luke E. Steinberger (admitted *pro hac vice*)
K&L GATBS LLP
599 Lexington Avenue
New York, NY 10022
Tel: (212) 536-3900
Fax: (212) 536-3901
priya.chadha@klgates.com

Dated this 13 day of July, 2018

FOR THE DEFENDANTS
DANNEL MALLOY
STATE DEPARTMENT OF EDUCATION
ALLAN B. TAYLOR
STATE BOARD OF EDUCATION
DIANNA WENTZELL

By


Walter Menjivar
Ralph Urban
Office of the Attorney General
55 Elm Street
Hartford, CT 06106
Tel: (860) 808-5318
Fax: (860) 808-5387
walter.menjivar@ct.gov
ralph.urban@ct.gov

Approved. It is so ordered.

Stefan R. Underhill, U.S.D.J.

Date