

MEDIATION AGREEMENT

DATE: September 18, 2006

SCHOOL SYSTEM: East Baton Rouge Parish School System

In the Matter of Mediation Between:

Respondent: East Baton Rouge Parish School System

AGREEMENT

We the undersigned (hereinafter also "Parties") having participated in a mediation... the following:

- 1. The East Baton Rouge Parish School System (EBRPSS) agrees to obtain specific and individualized technical assistance/training from an individual or... consultant services within sixty (60) days of the mutual selection of a

provide the EBRPSS with a list of at least three (3) Consultants whom they feel are qualified and available to provide such technical assistance/training.

Petitioners, or it may, within 45 days of receipt of the Petitioners list of available Consultants as specified herein above provide the Petitioners with the names of other individuals/organizations with whom it would like to contract to provide those services. If the parties cannot reach a mutual agreement regarding designation of the Consultant, then a meeting between

subject to the propriety of a "class action complaint" and reserves the right to defend against such complaint.

The Consultant will be required to develop and implement a PBS training and implementation protocol as part of the PBS implementation agreement in EBRPSS within ninety (90) days of the date of execution of the contract. Such training and implementation protocol shall include but not be limited to standards, objectives, and timelines for students with disabilities identified

assessments (FBAs), the development and implementation of behavior intervention plans, and conducting manifestation determination reviews. It is understood that the Consultant is authorized to delegate technical assistance/training responsibilities to other individuals under his/her supervision and control and/or colleagues in the field with similar training and experience.

The Consultant shall develop and implement the PBS training and implementation protocol shall commence and shall include all rural appraisal

administrators and other educational service providers working at schools

which have 100 students or more. The EBRPSS agrees to fully implement the PBS training and implementation protocol developed by the Consultant pursuant to this agreement for the term of this agreement specified in Paragraph # 14 below.

The EBRPSS shall develop and implement in agreement with the Consultant for the term of this agreement specified in Paragraph #14 and commencing with the 2007-08 school year specific strategies, objectives, and timelines for reducing the number of long-term

Emotional Disturbance and for increasing these same students' access to general education curriculum and day education classes.

The EBRPSS agrees to provide ED students who are determined to be more than two (2) years behind their chronological grade level in reading and/or math (based upon standardized test scores or curriculum based assessment) with additional educational opportunities. ED students shall be assessed or otherwise assessed by the EBRPSS during the 2006-2007 regular school year to determine whether or not such students are

more than two (2) years behind their chronological grade level in reading and/or math. Access to intensive reading and math remediation opportunities shall be provided to such ED students beginning in Fall of agreement.

6. The EBRPSS agrees to continue its efforts to actively recruit teachers and other instructional personnel who meet the qualifications and standards

alternative schools serving students identified with the exceptionality of Emotional Disturbance.

7. The EBRPSS agrees to develop and implement a tracking system for identified as ED.

8. The EBRPSS agrees that within sixty (60) days of the execution of this building administrators, including vice principals and disciplinarians, an administrative directive requiring strict compliance with state and federal discipline requirements for students with disabilities, including the requirements for conducting Manifestation Determination Reviews (MDRs) providing IEP services beginning with the 11<sup>th</sup> cumulative day of removal of appropriate IEBAs and BIPs.

9. The EBRPSS agrees that the Superintendent will specifically prohibit undocumented removals of students with disabilities for disciplinary reasons via "cooling off", "parent pick-up" or other undocumented methods of removals for disciplinary reasons and will require the transmission of MDRs via designated school system personnel to alternative schools on the date a decision is made by school officials to assign a student with disabilities to an alternative school which will result in removal of the student from his assigned school for disciplinary reasons for more than ten (10) cumulative days in a school year.

10. Prior to the beginning of the 2007-2008 school year, the EBRPSS will develop and disseminate to every school a "Discipline Handbook" or other written procedural document detailing all IDEA's disciplinary protections and procedures, including the process for MDRs. The Superintendent shall meet with a draft of the handbook/procedural document and shall be afforded an

11. The EBRPSS agrees to provide special educational services to the Petitioners named herein as follows:

(a) [REDACTED] will be provided the opportunity to receive 3 hours per week of tutoring services for the remainder of the 2006-07 school year. execution of this agreement

(b) [REDACTED] will be provided the opportunity during the 2006-07 regular school year (not ESY) to receive 10 hours of tutoring

(c) [REDACTED] will be provided the opportunity during the execution of this agreement.

(d) The EBRPSS shall not be responsible for providing the above Petitioners voluntarily withdrawn or withdrawn for reasons outside of the control of the EBRPSS, from enrollment in the EBRPSS. In addition, the EBRPSS shall not be required to make up scheduled tutoring sessions not attended by any of its such petitioners unless the Petitioner provides notice by 9:00 a.m. on the date and time of the scheduled delivery of services of valid illness or other excused absence. Such tutoring will be provided to Petitioners during attendance at alternative schools as a result of suspension or expulsion from school.

[REDACTED] School personnel, or other personnel qualified to provide consulting services in the educational setting will be present at all IEP meetings involving the above named Petitioners during the 2006-2007 and 2007-2008 school years (unless the Petitioner withdraws from enrollment in the EBRPSS as described in Paragraph # 11) unless such attendance has been excused by the petitioner and the Officially Designated representative of the EBRPSS in accordance with the provisions of IDEA 2004.

13. It is expressly agreed that all terms of this Agreement are contractual and not merely recitals. The parties to this Agreement intend that this document will incorporate the complete terms and conditions of their agreement.

14. This agreement shall terminate at the conclusion of the 2008-2009 regular school year if EBRPSS has complied with the Agreement's provisions and EBRPSS shall have no obligations under this agreement thereafter.

15. A single point of contact will be mutually selected by the Petitioners and EBRPSS. The designated contact point for the EBRPSS will be the Chief Academic Officer, who is presently Robert Stockwell. The designated contact point for the Petitioners will be their attorney, who is presently James Comstock-Galagan. The individual selected as the single point of contact will provide written notice to the other party regarding any concern(s) related to compliance with the terms of this agreement and the receiving party shall investigate said concern(s) and shall provide a response to the other party within a 10-day period unless it is clearly not feasible to do so due to the control of the designated contact individual.

16. If the parties hereof (that are herein) cannot agree on whether there has been compliance with the terms of this agreement, the parties shall meet and negotiate in good faith to resolve such issues between themselves. If such concerns are not amicably resolved within fifteen (15) days of such meeting, the matter shall be referred to the district court of the United States.

17. In consideration of this agreement and after EBRPSS has accepted a complaint with final resolution, the Petitioners agree to withdraw with prejudice their formal complaint in this matter pending before the Louisiana Department of Education and to waive any and all rights that each such Petitioner may have to request a special education due process hearing to address any and all issues involving the EBRPSS that might exist as of the date of this agreement.

18. This Mediation Agreement shall not be binding on any individual who is not specifically referenced in this Agreement.

19. The EBRPSS does not acknowledge the validity of a "class action" complaint under the Individuals with Disabilities Education Improvement Act (IDEA).

2004) and attendant state laws and regulations in effect at the time of execution of this agreement and reserves any and all rights related to same if the complaint is reinstated under the terms of Paragraph 1 above. This agreement is entered into in good faith for the purpose of amicably resolving concerns raised by the Petitioners and in no way constitutes any admission of

20. The undersigned parents certify that their representation/assurances have

Parents of Petitioners:

Carla Eddy  
Parent of [REDACTED]

Date: 10-17-06

Maria Walker  
Parent of [REDACTED]

Date: 10-13-06

[Signature]  
Parent of [REDACTED]

Date: 10-17-06

School Official: Robert Stockwell  
Robert Stockwell  
Chief Academic Officer  
East Baton Rouge Parish School System

Date: 10/20/06

Mediator: \_\_\_\_\_  
Murphy F. Bell, Jr.

Date: \_\_\_\_\_