

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

JAMIE S. et al.

Plaintiffs,

v.

Case No.: 01-C-0928

MILWAUKEE BOARD OF SCHOOL DIRECTORS, et al.

Defendants.

**MEMORANDUM OF UNDERSTANDING BETWEEN
PLAINTIFFS AND STATE DEFENDANTS**

Plaintiffs, represented by Disability Rights Wisconsin (DRW) and State Defendants, Wisconsin Department of Public Instruction (DPI) and Elizabeth Burmaster, hereby agree as follows:

1. Once counsel for plaintiffs and DPI have signed their settlement agreement, they shall jointly convey the settlement agreement to the MPS defendants with an offer to join the agreement, without changes to said agreement.
2. MPS shall be given until March 14, 2008, to either join the settlement agreement between DPI and plaintiffs, or to reject it.
3. Regardless of whether or not MPS joins the settlement agreement between DPI and plaintiffs, DPI and plaintiffs agree to file a Motion to Approve the Settlement Agreement and Issue a Consent Decree with the court, as set forth in said settlement agreement, no later than April 8, 2008.
4. If the court does not issue a consent decree or otherwise approve the settlement agreement between DPI and the plaintiffs, and DPI remains in the case as a party

defendant at any time subsequent to the date of the court's order denying the motion to approve the settlement agreement, DRW and DPI agree to jointly offer the substantive terms of the settlement agreement as their joint litigation position at trial and on any subsequent appeal as to the appropriate prospective, compensatory and attorneys' fees and costs relief to be ordered against DPI. Neither DRW nor DPI will assert a litigation position at trial or on appeal regarding the appropriate prospective remedy, DPI's liability for compensation for individual named plaintiffs and class members, or DPI's liability for attorneys' fees and costs that is inconsistent with the terms of the settlement agreement.

5. If this matter proceeds to trial in November, 2008, DPI and plaintiffs agree to jointly retain one (1) expert to support the resolution described in their settlement agreement. DPI and plaintiffs agree to split the costs of said expert evenly.
6. Subject to paragraph 7 of this Memorandum of Understanding, if after trial or any subsequent appeal the court determines that DPI is liable for a greater amount of attorneys fees and costs than the amount required by the settlement agreement, DRW agrees to accept the amount of fees and costs required by the settlement agreement as full payment of DRW's liability, notwithstanding the court's determination. Subject to paragraph 7 of this Memorandum of Understanding, if after trial or any subsequent appeal the court determines that DPI is liable for a lesser amount of attorneys fees and costs than the amount required by the settlement agreement, DPI agrees to pay DRW the full amount of fees and costs required by the settlement agreement, notwithstanding the court's determination.

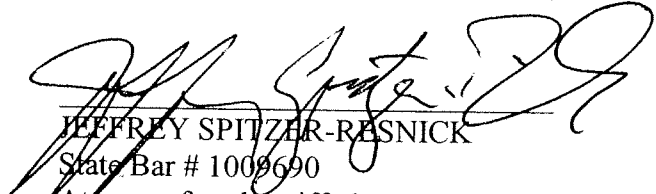
7. The provisions in paragraph 6 of this Memorandum of Understanding shall not prevent plaintiffs' counsel from petitioning the Court for an award of reasonable attorney's fees and costs against DPI in connection with a motion to enforce the Settlement Agreement.
8. DPI agrees not to assert any objection to any fee petition which DRW has filed or will file against the MPS defendants in this matter.
9. DPI agrees not to oppose any compensation which DRW seeks from the MPS defendants for the named plaintiffs and class members in this matter, either before, during or after trial.
10. DRW shall not publicly release the settlement agreement until it is filed with the court, unless DPI publicly releases the settlement agreement prior to filing in response to a public records request. DPI may publicly release the settlement agreement before it is filed with the court only in response to a public records request, and only with reasonable prior notice to plaintiffs' counsel. Counsel for DRW, DPI and DOJ agree that they will not make any public comment about the settlement agreement, until it is filed with the court. At the time the settlement agreement is filed with the court, DRW and DPI will issue a joint statement regarding the settlement agreement containing mutually agreed language. DRW and DPI agree that no agent or employee of either party will make public statements regarding the settlement agreement or the other party that is inconsistent with the joint statement.
11. Discovery shall proceed according to the court's order and the Federal Rules of

Civil Procedure unless and until the court issues an order dismissing DPI from this case. However, DPI shall not charge DRW for any copying costs which may arise from DRW's discovery requests of DPI.

DISABILITY RIGHTS WISCONSIN, INC.

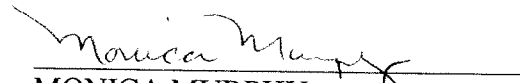
Dated this 27th day of February, 2008.

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JEFFREY SPITZER-RESNICK
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Attorney for plaintiff class

Dated this 3rd day of March, 2008.

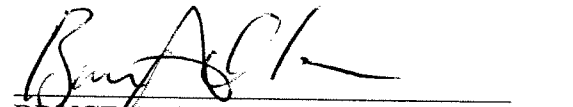
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MONICA MURPHY
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ATTORNEY GENERAL

Dated this 27th day of February, 2008.

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