

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

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)

AUGUST 16, 2016

SETTLEMENT AGREEMENT

WHEREAS, the Plaintiff, Tobias J., by and through his parent and next friend, Robert J., and Defendants Bloomfield Board of Education (“BBOE”) and James Thompson (collectively the “Bloomfield Defendants”) in the above captioned case, *Alicia B. PPA, Through her Parent and Next Friend, Cynthia B., et. al. v. Dannel P. Malloy, et. at.*, 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;

NOW THEREFORE, the Plaintiff and the Bloomfield Defendants (collectively the "parties") hereby agree as follows:

1. The Bloomfield Defendants in *Alicia B.* shall make available to Tobias J. and Robert J. the sum of fourteen thousand, four hundred dollars (\$14,400) as compensatory education, to be used for any of the following during the 2016-2017, 2017-2018, or 2018-2019 school years, or, in the case of college-related expenses, up to and including the 2019-2020 school year:
 - a) Academic tutoring;
 - b) Tuition for college preparatory courses, including SAT/ACT test preparation;
 - c) Tuition for other courses in the areas of art and/other related electives which Tobias J. had no exposure to during his expulsion; and/or
 - d) Tuition, books or fees for Tobias J.'s first year of college.Tobias J. and Robert J. shall submit invoices at least two weeks in advance of the necessary pay date for any of the above-referenced eligible expenses to the BBOE. Upon receipt, the BBOE shall pay the invoice directly and provide Tobias J. and Robert J. a copy of payment paperwork submitted.
2. The Bloomfield Defendants shall expunge the record of Tobias J.'s expulsion and all related records from his educational record. The Bloomfield Defendants shall also provide notice to the Manchester and Hartford Boards of Education that Tobias J.'s expulsion related records have been expunged from his educational record.
3. Prior to August 1, 2017, the Defendant Bloomfield Board of Education shall amend all applicable Board policies to implement the provisions of Public Act 16-147 that are related to the expulsion of students, as follows:
 - a) Requirement that parents and students receive five (5) day notice of expulsion hearings;
 - b) Requirement that the hearing notice include information concerning:

- i) A parent's and student's legal rights regarding expulsion procedures and right to education;
 - ii) A student's right to obtain counsel;
 - iii) A parent's right to postpone the expulsion proceeding up to one week in order to obtain counsel; and
 - iv) Free or low cost legal services available locally and how to access those services;
- c) Requirement that all alternative educational opportunities during expulsion comply with Conn. Gen. Stat. § 10-76j and include an individualized learning plan;
- d) Requirement that all students between the ages of 16 and 18 expelled for the first time be offered an alternative educational opportunity in compliance with Conn. Gen. Stat. § 10-76j, regardless of their expulsion offense; and,
- e) Requirement that students transferring into the District during periods of expulsion receive an alternative educational opportunity, in compliance with Conn. Gen. Stat. § 10-76j, pending a hearing by the BBOE regarding adoption of the student's prior expulsion and after such hearing, if the BBOE adopts the student's prior expulsion.
4. Prior to August 1, 2017, the Defendant Bloomfield Board of Education shall define the term "individualized learning plan" as used in Public Act 16-147, as follows:

An individualized learning plan shall:

- a) be based on an assessment of the pupil's strengths and academic and behavioral needs, if any;
- b) be created in a process that provides an opportunity for parent input;
- c) provide appropriate academic and behavioral interventions;
- d) ensure progress towards graduation, if applicable;
- e) contain a timeline and method for review of progress, including participation in standardized and district assessments;
- f) ensure information regarding regular progress monitoring is shared with the parent(s) and pupil;

- g) ensure that, for any student transferring out of the District during a period of expulsion, a summary of work completed in the alternative educational opportunity is provided to the student's new school district, upon notice to the District of the transfer; and
 - h) describe support services to assist and facilitate the return to the student's prior regular education environment at the end of expulsion.

- 5. The Defendant Bloomfield Board of Education shall, prior to September 1, 2017, provide teachers, administrators, and staff with professional development training on the above policy changes, including the rights of expelled students to an alternative educational opportunity.

- 6. The Bloomfield Defendants shall, for the school years 2016-17 and 2017-18, provide Plaintiffs' counsel with data and information about the District's progress in implementing this agreement as follows:
 - a) The District will designate a staff person to prepare and provide Plaintiffs' counsel with a report within 30 days of the end of the first semester of the school year, and then again, within 30 days of the end of the school year on the District's progress in implementing the remedies described above.
 - b) Each District update to Plaintiffs' counsel will take the form of a memorandum with supporting documents that sets forth:
 - i) efforts undertaken by the District during the previous semester to implement the agreement;
 - ii) progress toward specific, measurable goals and outcomes, based upon standardized measurement tools, as agreed upon by the parties;
 - iii) the results of those efforts; and
 - iv) the District's plans for implementing the agreement for the next and subsequent school years.

- 7. The parties to this Agreement hereby expressly acknowledge that said payment represents part of a compromise resolution of all allegations made by the Plaintiffs,

Tobias J, and his Parent, Robert J. against the Bloomfield Defendants, that the Defendants have violated Tobias J.'s and Robert J.'s rights under any and all applicable state and federal law, compensatory education services, including any and all claims that were raised or could have been raised in *Alicia B PPA, Through her next friend, Cynthia B., et. al. v. Dannel P. Malloy, et. al.* by Tobias J and/or Robert J. against the Bloomfield Defendants through 2019-2020, unless Tobias J. returns to the Bloomfield School District as a student before such time.

8. The Bloomfield Defendants agree to pay \$20,000 in attorneys' fees and costs in settlement of this matter to the Center for Children's Advocacy within 30 days of the execution of this Agreement. 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 the Bloomfield 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 10 of the Settlement Agreement.
9. 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' court claims against the Bloomfield Defendants will continue.
10. Notwithstanding the dismissal of the underlying action, the United States District Court for the District of Connecticut will retain jurisdiction to enforce the terms of this Settlement Agreement until such time as the monies described in paragraph 1 have been set aside by the Bloomfield Defendants, the policy revisions set forth in paragraphs 3 and 4 have been completed, the professional development set forth in paragraph 5 has been completed, and the monitoring and reporting described in paragraph 6 has been completed. 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 future violations of the policies described in

paragraphs 3 and 4 of this Agreement, or any other violation of any policy of the Board. The parties agree that neither party will apply for an award of fees or expenses in connection with monitoring compliance with this Settlement Agreement. In no event shall the Court's retention of jurisdiction continue past September 1, 2020.

11. 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.

Dated this 16th day of August, 2016

FOR THE PLAINTIFF TOBIAS J. THROUGH
HIS NEXT FRIEND ROBERT J.

_____/s/_____

Marisa M. Halm
Martha Stone
Center for Children's Advocacy, Inc.
UCONN School of Law
65 Elizabeth Street
Hartford, CT 06105-2290

Hannah Benton Eidsath
Michael Harris
National Center for Youth Law
405 14th Street, Floor 15
Oakland, CA 94612

Erica R. Iverson
K&L Gates LLP
599 Lexington Avenue
New York, NY 10022

Dated this 16th day of August, 2016

FOR THE DEFENDANTS
BLOOMFIELD BOARD OF EDUCATION AND
JAMES THOMPSON

By _____/s/_____
Christine L. Chinni
Chinni & Meuser
One Darling Drive
Avon, CT 06001