

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA

HAYES WILLIAMS, <u>et al</u> ,)	
Plaintiffs,)	Civil No. 71-98-B
v.)	
JOHN McKEITHEN, <u>et al</u> ,)	
Defendants,)	
UNITED STATES OF AMERICA,)	
Amicus Curiae.)	
IN RE: JUVENILE FACILITIES)	Civil No. CH 97-MS-001-B
IN RE: TALLULAH CORRECTIONAL CENTER FOR YOUTH)	Civil No. CH 97-0665-B-M1
IN RE: JETSON CORRECTIONAL CENTER FOR YOUTH)	Civil No. CH 97-0666-B-M1
IN RE: SWANSON CORRECTIONAL CENTER FOR YOUTH)	Civil No. CH 97-0667-B-M1
IN RE: LOUISIANA TRAINING INSTITUTE - BRIDGE CITY)	Civil No. CH 97-0668-B-M1
_____)	
BRIAN B., <u>et al</u> .,)	Civil No. 98-886-B-M1
Plaintiffs.)	
v.)	
RICHARD STALDER, <u>et al</u> .,)	
Defendants.)	
_____)	
THE UNITED STATES OF AMERICA,)	Civil No. 98-947-B-1
Plaintiffs)	
v.)	
THE STATE OF LOUISIANA, <u>et al</u> ,)	
Defendants.)	
_____)	

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. This Agreement resolves litigation concerning the educational services in the State of Louisiana's secure juvenile training facilities. This litigation has arisen from three sources: the long-standing consent decrees in Williams v. McKeithen, Civ. No. 71-98 (M.D. La.); a private lawsuit concerning conditions at the Tallulah Correctional Center for Youth entitled Brian B. v. Stalder, Civ. No. 98-0886-B-1; and a lawsuit filed by the United States Department of Justice concerning conditions in four of the State's post-adjudication secure juvenile facilities, United States v. Louisiana, Civ. No. 98-0947-B-1. In order to resolve the education issues in this litigation, the parties have entered into this Agreement, which, if substantially complied with by the State within the time frames specified below, will result in the dismissal of the education claims. The terms of this Agreement shall apply to the five secure juvenile facilities operated by or on behalf of the State and any new secure juvenile facility opened during the life of the Agreement (except that provisions that address specific institutions designated by name in the text of the provision shall apply only to the designated facility).
2. As part of this Agreement, the State will revise as

necessary its policies and procedures to ensure that they are consistent with the provisions of this Agreement.

II. DEFINITIONS

3. The term "short term program" means a two-part program designed to last for a minimum of 180 days, of which at least 90 days and no more than 180 days will be in a secure juvenile institution.
4. The term "vocational education" shall not include pre-vocational programs, such as the JSEP program.
5. The term "teacher aide" means a person hired to provide educational support services in a classroom who qualifies for such a position in a Louisiana public school, and shall not include confined juveniles.
6. "Substantial compliance" exists where: (1) there has been no willful departure from the terms of the agreement; (2) there has been no omission in essential terms; and (3) there has been performance in every material particular. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance shall not constitute substantial compliance. With respect to all provisions setting forth specific numbers of staff to be employed, substantial compliance shall require that the minimum

required number of staff positions be funded and filled and that the State actively recruit for, and fill promptly, vacancies that may occur.

II. EDUCATIONAL SERVICES

7. The State shall provide all juveniles confined in the facilities with general education, vocational education, special education, and related services as required by, and in full compliance with: (1) the Fourteenth Amendment of the United States Constitution; (2) the Individuals with Disabilities Education Act of 1997, 20 U.S.C. §§ 1400 et seq., and regulations promulgated thereunder; (3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and regulations promulgated thereunder, (4) the Americans with Disabilities Act, 42 U.S.C. §§ 12102 et seq. and regulations promulgated thereunder; and (5) the terms of this Agreement.

A. Education Authority

8. Within 90 days of the execution of this Agreement, the State shall hire a highly qualified, full-time person with an advanced degree in education as the State Director of Education who shall oversee and supervise education services provided in all facilities.
9. The State Director of Education's duties shall include, but not be limited to:
- a. Oversight of educational programming in the juvenile facilities;

- b. Monitoring whether educational staffing and resources are sufficient to provide adequate education to all juveniles and to ensure compliance with this Agreement;
 - c. Development and implementation of a quality assurance program, as defined in ¶ 65, for all educational services at all of the juvenile facilities, including ensuring that deficiencies found through the quality assurance program are remedied in a prompt and effective manner;
 - d. Coordination of the State's compliance with the terms of this Agreement.
10. Within thirty days of the execution of this Agreement, the State shall employ or designate an appropriate administrative staff member at each facility (who may be the principal) who has a comprehensive understanding of all relevant legal requirements relating to general, vocational and special education services, to administer the school program and coordinate each facility's compliance with the educational components of this Agreement. This individual shall report, for the purposes of this paragraph, to the State Director of Education described in ¶¶ 8-9.

B. Number of Teaching Staff

11. With the exception of shorter time-lines expressly set forth in other provisions of this Agreement, the State

shall, within two years of the execution of this Agreement, hire and maintain a sufficient number of certified general education, certified vocational and certified special education teachers, including substitute teachers and staff, to:

- a. provide juveniles the opportunity to attend school full-time;
- b. provide for the vocational education programs required in ¶¶ 56-60 below;
- c. permit teachers adequate time for planning, participation in IEP and other special education activities, attend training and accomplish other required administrative tasks;
- d. comply with the case load limitations in Bulletin 1706, Part B and, in addition, limit case loads for special education teachers to no more than 22 students. If a special education teacher's case load exceeds 22 students for more than 5 days during any 30 day period, then the State Director of Education shall be notified and shall work with the school to reduce the teacher's case load to no more than 22 students; and
- e. comply with the class size limitations set forth in ¶ 12 of this Agreement.¹² Class sizes shall not exceed the following:
 - a. For general education: 17 students;

- b. For vocational education: 12 students;
 - c. For special education classes: 6 students, provided, however, that up to 10 students may be served in one class if a full-time, qualified teacher aide is provided in the classroom.
 - d. For physical education classes: 20 students.
13. Within 90 days of the execution of this Agreement the State shall employ the following numbers of special education teachers at each facility:
- a. A total of at least 10 full-time equivalent (FTE) special education teachers at Tallulah Correctional Center for Youth (TCCY);
 - b. A total of at least 7 FTE special education teachers at Swanson Correctional Center for Youth (SCCY);
 - c. A total of at least 3 FTE special education teachers at Bridge City Correctional Center for Youth (BCCY);
 - d. A total of at least 8 FTE special education teachers at Jetson Correctional Center for Youth (JCCY); and
 - e. A total of at least 5 FTE special education teachers at the Jena Juvenile Justice Center (JJJC).
14. Within 12 months of the execution of this Agreement the State shall employ the following numbers of special education teachers at each facility (and comparable staffing levels at any new facility that may be opened after the execution of this Agreement):
- a. A total of at least 12 FTE special education teachers

- at TCCY;
 - b. A total of at least 8 FTE special education teachers at SCCY;
 - c. A total of at least 4.5 FTE special education teachers at BCCY;
 - d. A total of at least 12 FTE special education teachers at JCCY; and
 - e. A total of at least 6 FTE special education teachers at JJJC.
15. Within 120 days of the execution of this Agreement the State shall increase the total number of qualified teacher aides employed at the secure juvenile facilities to at least 68.

C. Qualifications of Teaching Staff

16. The State shall immediately cease using tutors, aides, and correctional staff as routine substitute teachers, except as provided for in this paragraph.
- a. The State shall develop and utilize a substitute teacher pool with a sufficient number of teachers to allow the routine use of teachers from the substitute teacher pool to replace absent teachers.
 - b. The State shall document efforts to secure substitute teachers who meet the requirements for employment as full-time teachers in Louisiana public schools.
 - c. In the event of anticipated absences and absences

lasting more than one day, the State shall provide a substitute teacher from the substitute teacher pool. In the event that none of the teachers in the substitute teacher pool is available, the State shall attempt to fill the vacancy with one of the school's teacher aides. If no teacher aide is available, the State may fill the vacancy with other facility staff from a list maintained by the school of staff who have been documented to be at least twenty-one years old, have a high school diploma or its equivalent, have scored at or above the tenth grade level on a nationally validated achievement test, and have received specific training for substitute teaching as set forth in regulations promulgated by the Director of Education.

- d. In the event of an unexpected intra day absence, the State shall attempt to secure a substitute teacher from the substitute teacher pool if, given the timing and other circumstances of the absence, such arrangements are reasonably feasible. If securing a teacher from the substitute teacher pool is not reasonably feasible, or if efforts to use the substitute teacher pool are unsuccessful, the State shall attempt to fill the intra day vacancy with one of the school's teacher aides.

If no teacher aides are available, the State may fill the intra day vacancy with other facility staff from a list maintained by the school of staff who have been documented to be at least twenty-one years old, have a high school diploma or its equivalent, have scored at or above the tenth grade level on a nationally validated achievement test, and have received specific training for substitute teaching as set forth in regulations promulgated by the Director of Education.

17. The State shall ensure that teachers teach only in their areas of certification. The parties recognize, however, that juveniles working on Carnegie units who are occasionally housed in short-term special management units, such as the STAGES or JUMP program at TCCY, may receive instruction from teachers who are not certified in all the areas in which they are teaching.
18. If the State must use teachers with provisional certifications according to Louisiana Bulletin 746, Circular 665 at any facility, then the State shall require those teachers to attain full-certification within 5 years of the commencement—of their employment or three years in the case of special education teachers. The State shall exert all reasonable efforts to recruit certified teachers and to increase the percentage of

fully certified teachers in each facility to a level comparable to the percentage of fully certified teachers in the public schools state-wide. The State shall document efforts to recruit certified teachers at each facility. The State shall provide teachers with adequate training and support to assist their efforts to obtain full certification. If courses necessary for the fulfillment of certification requirements are not reasonably available in the area in which a facility is located, the State shall make reasonable attempts to, and document efforts to, arrange for such courses to be made available to teachers at that facility.

D. Training of Teaching Staff

19. The State shall provide suitable in-service training, not less than four days per year, to all school teachers, substitute teachers, and school staff. This training shall include enough time to facilitate their ability to implement the provisions of this Agreement. This shall include, but not be limited to, training regarding the identification of students who may need special education and/or related services.
20. The State shall ensure that all teachers receive training in effective behavior management techniques as well as the training delineated in ¶¶ 19 and 40.

E. Pay for Teaching Staff

21. The State shall ensure that no later than July 1, 2001,

pay for academic and vocational teachers, teacher aides, and tutors working in any of the juvenile facilities shall be comparable to the pay of the Parish in which each facility is located and shall ensure that salaries of Department of Public Safety and Corrections teachers are in parity with the those of Special School District Number One.

F. Other Educational Staff

22. The State shall employ staff identified in ¶¶ 23-26 to adequately screen and evaluate juveniles for eligibility for special education services, to ensure that transitional services and related services are being provided to all eligible juveniles in accordance with the IDEA and its implementing regulations, and to provide such related services required by students IEPs.
23. Within 30 days of the execution of this Agreement, the State shall ensure that each facility employs a full-time school psychologist to participate as appropriate in the development of IEPs, conduct psycho-educational assessments, to consult with teachers and staff, and to provide counseling related specifically to issues in juveniles' IEPs and educational plans. The school psychologists required in this paragraph are included in the staffing requirements in ¶ 24.
24. The State shall ensure that the following staff are employed within 90 days of the execution of this Agreement:

- a. At BCCY:
 - i. 1 FTE educational diagnostician;
 - ii. 1 FTE school psychologist;
 - iii. 0.2 FTE speech therapist;
- b. At JJJC:
 - i. 1 FTE educational diagnostician;
 - ii. 1 FTE school psychologist;
 - iii. 1 FTE speech therapist;
- c. At JCCY:
 - i. 2 FTE educational diagnostician;
 - ii. 1 FTE school psychologist;
 - iii. 1 FTE social worker or psychologist;
 - iv. 1 FTE speech therapist;
- d. At SCCY:
 - i. 2 FTE educational diagnostician;
 - ii. 1 FTE school psychologist;
 - iii. 1 FTE social worker or psychologist;
 - iv. 1 FTE speech therapist;
- e. At TCCY:
 - i. 2 FTE educational diagnostician;
 - ii. 1 FTE school psychologist;
 - iii. 1 FTE social worker or psychologist;
 - iv. 1 FTE speech therapist;

25. Within 120 days of the execution of this Agreement, the State shall ensure that each secure juvenile facility employs a full-time IEP Facilitator/Transition Services

Coordinator.

26. In addition to the staff required by ¶ 24, the State shall employ the following additional staff within 12 months of the execution of this Agreement: 0.8 FTE speech therapist at BCCY;

G. Length of School Day

27. The State shall provide the following amounts of class time to juveniles:
 - a. Juveniles in the intake units at Jetson shall be provided a minimum of two hours per day of academic instruction;
 - b. Educational programs shall operate five days per week, twelve months per year, with the exception of up to 40 days per year that may be used for scheduled holidays, periods providing for teacher vacations, if taken collectively, group training, and emergencies, provided that an additional 10 days may be taken in the first year of the implementation of this Agreement for the purposes related to the implementation of the Agreement. Educational instruction shall be based upon a 330 minutes of instruction per school day per juvenile except for occasional school assemblies. The 330 minutes of instruction each day of school shall include at least five fifty-five minute classes in vocational education and/or core academic subjects of math, reading/language arts, social studies, and

sciences.

28. Juveniles who are within the compulsory school attendance age range will be enrolled in school.
29. All juveniles, including those who exceed the mandatory age for compulsory school attendance, shall be allowed and encouraged to participate in school full-time. Juveniles who exceed the mandatory age for compulsory school attendance shall be permitted to discontinue school attendance only after receiving counseling on the subject. The State shall also send notice of a juvenile's decision to discontinue schooling to his or her parents. Any juvenile who withdraws from school shall have the right to be re-admitted to school once every quarter. When the juvenile makes this request he or she shall be re-admitted to classes within one week of requesting to begin attendance again.
30. The State shall provide all juveniles with age-appropriate pre-vocational or vocational education in accordance with their educational plan.
31. Time spent during work details or routine security counts shall not be used to satisfy the length of school day requirements of ¶ 27. Time spent during counseling services, except when related to educational activities, shall not be used to satisfy the length of school day requirements of ¶ 27.
32. The State shall ensure that juveniles are not absent from classes in order to perform any routine work details.

H. Instructional Space, Materials, and Equipment

33. Within 18 months of the execution of this Agreement, the State shall provide sufficient administrative and classroom space for educational, special educational, and vocational educational services in the facilities adequate to ensure:
- a. each juvenile receives the amount of educational services required in ¶ 27 in a class with no more than the number of students allowed in ¶ 12;
 - b. each juvenile has a desk and/or other adequate space in each academic class;
 - c. each classroom is constructed and configured to permit a reasonably quiet working environment conducive to learning;
 - d. teachers are provided sufficient space to store needed instructional materials and equipment; and
 - e. adequate space for compliance with this Agreement.
34. Within 12 months of the execution of this Agreement, the State shall complete at a minimum the construction of the following number and type of additional educational classrooms and school offices in the secure juvenile facilities:
- a. BCCY: 3 regular education classrooms, 1 special education classroom, and 3 offices;
 - b. SCCY: 3 regular education classrooms, 2 special education classrooms and 2 offices;
 - c. JCCY: 3 classrooms in the JRDC, 4 regular education

- classrooms, and 6 special education classrooms;
- d. TCCY: 3 regular education classrooms, 3 special education classrooms, and 5 offices; and
 - e. JJJC: 5 regular education classrooms and 5 offices.
- Each new classroom shall provide, at a minimum, 25 square feet per student and an additional space which shall be at least 25% of the space required for the students.
35. With 18 months of the execution of this Agreement, the State shall complete at a minimum the construction of the following additional classrooms in the secure juvenile facilities:
- a. JCCY: 3 vocational education classrooms;
 - b. TCCY: 4 vocational education and 2 regular education classrooms; and
 - c. JJJC: 4 vocational education classrooms (presently under construction).
36. Within 18 months of the execution of this Agreement, the State shall provide juveniles with sufficient instructional materials and equipment for academic and vocational education for students, including but not limited to books, vocational equipment to implement the State curriculum for each vocational course being offered, and sufficient safety equipment for vocational shops.
37. Within 180 days of the execution of this Agreement, the State shall purchase a sufficient amount of library materials to support adequate instructional programs. The

State shall provide and maintain adequate reading materials in designated areas of each housing unit that are accessible to the juveniles. The State shall ensure that juveniles have sufficient school supplies to be able to complete homework assignments in their housing units.

38. Within 180 days of the execution of this Agreement, the State shall ensure that all non-functional educational equipment (e.g., computers, shop equipment), is repaired or replaced or discarded in a timely manner, and that all missing, discarded or destroyed instructional materials are replaced in a timely manner. This section is not intended to discourage the State from acquiring donations of used equipment/materials which later be discarded and not replaced. It is also not intended to require the State to replace outdated or obsolete equipment or materials.

I. Curriculum and Adequacy of Instruction

39. Within 280 days of the execution of this Agreement, the State shall complete development and implement an adequate correctional education curriculum for juveniles in short-term boot camp programs; long-term programs; and in the intake units at Jetson.
40. The State shall develop and implement effective instructional strategies designed to engage troubled juveniles in education and differentiate instruction for juveniles' individual strengths and needs.
41. The State shall ensure that all juveniles will be able to

receive academic credit and/or educational advancement for their educational achievements at the facilities according to standards equivalent to those used by the public schools, and that such credits shall be transferable according to the general practice of public schools in Louisiana.

42. The State shall inform juveniles who have reached the age of sixteen of the opportunity to attain a General Educational Development certificate ("GED certificate"). The State shall offer preparation for testing and testing that leads to the attainment of a GED certificate. If a juvenile is released before completion of the testing, the State shall ensure that he or she is provided with appropriate information to complete the examination.

J. Screening, Evaluation, Class Placement

43. Within 180 days of the execution of this Agreement, the State shall develop a system to request and secure juveniles' prior educational records. To this end:
 - a. The State shall develop and implement an automated information management system to permit each facility to track requests for educational records;
 - b. The State shall ensure that each facility has direct access to the current state-wide automated database for educational history; and
 - c. The State shall either designate or hire sufficient number of trained persons to operate the system outlined in subsection (a).

44. The State shall ensure that no later than the third business day after intake, the State shall request from the appropriate school district(s) all information about a juvenile that is relevant to the assessment of the juvenile's suitable educational instruction level and services to be provided to the juvenile, including previous general education records and special education records (including previous IEPs). The State shall make all reasonable efforts to obtain all available relevant educational information from the local school districts within ten business days of receipt of the request from a facility.
45. Within 14 days of intake, qualified staff shall conduct an Educational Placement Screening to determine each juvenile's suitable educational instruction level. This Educational Placement Screening shall include, but not be limited to:
- a. an evaluation of all available mental health records, educational records, testing results and other relevant information regarding the juvenile's educational history; and
 - b. a personal interview with the juvenile by an experienced professional staff person with appropriate credentials in education, social work, psychology, or counseling, and specific training developed by the Director of Education.
 - c. a screening for educational disabilities. The State

shall develop an adequate interview protocol to screen for educational disabilities. The disabilities screening shall include, but not be limited to:

1. questions about whether the juvenile has been previously identified by the public school system as having an educational disability;
2. previous educational history;
3. a sufficient review of medical records to determine whether certain disabilities are present or indicated, such as attention deficit hyperactivity disorder, hearing impairments, speech or language impairments, visual impairments, mental retardation, traumatic brain injuries, or serious emotional disturbances adversely affecting educational performance. This review shall be coordinated between the school pupil appraisal staff at each facility and each facility's health care and qualified mental health professional staff.

46. Using the information obtained in Educational Placement Screening, the State shall develop an educational plan for each juvenile within 14 days after they have been transferred from Juvenile Reception and Diagnostic Center to the general population of JCCY or to another secure juvenile facility. The educational plan shall include meaningful and specific educational and vocational goals as well as any

special instructional concerns that have been identified. Educational plans shall be kept in the general files of the school in each facility and each teacher shall be given a copy of the plans for the juveniles he or she instructs. The educational plans shall be reviewed and revised, if appropriate, when the juvenile's records are reviewed for the purpose of issuing report cards, but no less than three times per year. Report cards shall be issued quarterly to each juvenile and his or her parents.

47. When a juvenile reasonably requests to have his or her class placement re-evaluated or any staff member requests that a juvenile's class placement be re-evaluated, such re-evaluation shall be conducted in a timely manner.

K. Special Education

48. Within 45 days of the execution of this Agreement, the State shall adequately screen and identify juveniles who are suspected to be in need of special education services. Absent documented exceptional circumstances, evaluations shall be conducted within 60 days of such identification. Screening and referral to evaluation shall be expedited for any student suspected of a severe impairment or who has been determined by facility personnel to be a danger to himself or others. Screening activities, such as educational, sensory and motor screenings, should be completed as a part of the evaluation for these students. The State shall provide adequate special education services to all juveniles

eligible for such services.

49. If a juvenile has a previous IEP, appropriate educational personnel shall implement the juvenile's IEP within 7 days of intake. The State shall convene an IEP meeting to review the adequacy of the plan for each student newly admitted to the Department. Modification of an IEP from a previous school shall only be made when the IEP team finds and documents that the unique needs of a student warrant a change. Any changes in the number of hours of services from previous IEPs shall be tied directly to the needs of each particular juvenile and shall not be reduced based on administrative convenience or lack of sufficient resources in the facility. Any reduction in the amount of special education services shall be reported to the educational authority established in ¶ 8.
50. If a juvenile has not been previously identified as having an educational disability, but there is another indication that the juvenile may be eligible for special education services by the screening described in ¶ 45 or parental, self, or staff referral, an adequate evaluation must be performed within the time limits prescribed by the IDEA.
51. The State shall conduct IEP meetings consistent with the time lines in the IDEA and the regulations promulgated thereunder and shall implement the IEP within 10 days of its completion.
52. The State shall integrate the IEP with the educational plan

developed for each juvenile pursuant to ¶ 46.

53. The State shall ensure that appropriate facility and school staff are involved in the development of IEPs and provision of special education services to juveniles and that counseling services offered to juveniles are appropriately coordinated between the institutional staff and the school in each facility.

54. The State shall develop a system to promote parent, guardian, and surrogate involvement in IEP development and placement meetings. The State shall attempt and shall document efforts to involve parents and guardians directly or via telephone conference in planning and implementing their children's education programs or IEPs. The State shall post in visiting, reception, and admitting areas notices in each facility stating the rights of students, parents, or guardians regarding education services, including special education services. The State shall establish and implement a surrogate parent program (including a training program for parent surrogates). The State shall appoint a surrogate parent when (a) no parent is known; (b) after reasonable efforts, the State cannot locate the child's parents; (c) the parents do not respond to the school's efforts to contact them or otherwise refuse to participate in the IEP process; or (d) the juvenile is a ward of the State.

55. If a juvenile is discharged from any of the facilities

before the educational evaluation is complete, the State shall forward to the juvenile's receiving school district all information regarding screening and evaluations completed to date, noting what evaluations are yet to be performed.

L. Vocational Education

56. The State shall develop and fully utilize a program of vocational and pre-vocational education in all of the facilities and shall provide juveniles with an opportunity to participate in vocational and/or pre-vocational education appropriate to their age and abilities, except at BCCY, which shall be permitted to provide solely pre-vocational education to all students so long as 85% of juveniles at Bridge City are either in a short term program or are under the age of 16.
57. Juveniles shall not be excluded from vocational education based solely on their level of academic achievement or disability. The vocational education program to be developed by the State shall include the employment of at least the following number of vocational education teachers within the 18 months of the Agreement:
- a. A total of at least 5 FTE vocational education teachers at TCCY;
 - b. A total of at least 6 FTE vocational education teachers at SCCY;
 - c. A total of at least 6 FTE vocational education teachers

at JCCY; and

d. A total of at least 4 FTE vocational education teachers at JJJC.

e. Two additional vocational education teachers, to be placed at a facility or facilities designated by the Director of Education.

58. The State shall ensure that students with disabilities are eligible to participate in vocational education services to the same extent as non-disabled juveniles. Such students shall receive necessary reasonable accommodations to facilitate such participation.

59. The State shall ensure that all vocational courses provided in the facilities meet the State curriculum standards applicable to the specific courses and that they employ safety procedures associated with certified vocational education programs. The State shall ensure that all work performed by juveniles in the vocational classes is specifically required by the State's course curriculum and is performed in the sequence set forth in the State curriculum for the specific course. The State shall ensure that its selection of vocational courses in each facility is related to employment opportunities available in the State.

60. The State shall ensure that juveniles who complete a vocational program or some portion of a vocational program that qualifies them to take certificate/license exams

shall have the opportunity to take the exams.

M. Miscellaneous Provisions

61. The State shall assist juveniles released from the facilities in transferring to other schools, as applicable, and shall provide all juveniles with adequate information regarding the procedures to be followed in order to attend other schools. The State shall provide upon request a juvenile's school records to any subsequent school that the juvenile attends.
62. The State shall develop and implement a system that records accurately and completely the performance and achievement of each student and that ensures students' rights to privacy and confidentiality in accordance with State and federal law. These records shall be accessible to appropriate staff, students, and students' parents, guardians, or surrogates, the Monitor, and Plaintiff's counsel.
63. The State shall ensure that female juveniles receive equivalent academic and vocational educational services as male juveniles.
64. Within three months of the approval of the State's Educational Implementation Plan by the Plaintiffs or the Court, the State shall ensure that every juvenile residing in the facility at the time of the approval of the Educational Implementation Plan is re-screened (but not necessarily retested) for educational services and

provided with appropriate educational services consistent with the terms of this Agreement and the Educational Implementation Plan.

65. The State shall develop and implement adequate quality assurance mechanisms to monitor the implementation of the provisions of this Agreement.

N. Implementation Plan

66. The State shall develop an Education Implementation Plan that shall set forth, in detail, the steps to be taken to implement the requirements of this Agreement. The Education Implementation Plan shall include, among other things, specific sections setting forth:

- a. The plan for deployment of teaching staff within each facility to satisfy the class sizes and teacher student ratios and other staffing requirements in ¶¶ 11-12, 15; to satisfy the non-teacher special education staffing requirements in ¶¶ 23-26; and the vocational education staff requirements set forth in ¶ 57 and procedures to track and document fluctuations in populations or other changes that would require an adjustment in the number and type of staff. This section shall set forth a time line for the funding, and a plan for recruitment and filling of the required positions. This section shall contain procedures for identifying additional educational staffing required pursuant

to fluctuations in populations or fluctuations in the identified needs of juveniles and procedures for addressing any deficiencies;

- b. All necessary construction or alteration of school facilities to ensure compliance with ¶ 12 (class size limits), ¶¶ 33-38 (instructional space, materials, equipment), and ¶¶ 56-60 (vocational education);
- c. Steps to be taken to increase the percentage of fully certified teachers in compliance with ¶ 18;
- d. Policies setting forth teacher training requirements and training materials to be used to provide such training pursuant to ¶¶ 19-20;
- e. The curricula required by ¶ 39;
- f. A description of steps to be taken to ensure compliance with ¶ 40, including related training materials and/or programs to be utilized;
- g. Procedures, policies and training materials regarding educational screening, evaluation and class placement pursuant to ¶¶ 43-47;
- h. Procedures, policies and training materials regarding special education screening, evaluation and IEP development, pursuant to ¶¶ 48-55;
- i. Procedures, policies and training materials for the system to promote parent, guardian and surrogate

involvement in the IEP process, pursuant to ¶ 54;

- j. A plan for the provision of vocational and pre-vocational education services at each facility, pursuant to ¶¶ 56-60. This plan shall include:
1. A description of the various types of pre-vocational and vocational programs to be implemented;
 2. Criteria for determining which juveniles will be eligible for each of the various types of programs. The criteria shall not exclude juveniles from vocational education based on academic achievement (including reading ability), disability, or custody level (except for juveniles in short-term special management units, such as the STAGES or JUMP program at TCCY), or juveniles 16 years-old or older based on age. The criteria may exclude from vocational education juveniles younger than 16, in short-term programs or in the intake diagnostic unit. Juveniles younger than 16 or in short term programs shall, however, be given pre-vocational educational in lieu of vocational education. Placement of eligible juveniles into particular vocational classes shall be based primarily on the educational needs of the

juvenile, but may take into account other legitimate security considerations specific to the individual juvenile; and

3. Specific steps to be taken to recruit for and fill the positions created under the plan.
4. Juveniles adjudicated to the Short Term Offender Program or the Louisiana Intensive Training Program shall not be excluded from Vocational Education opportunities if they are removed from those programs upon judicial recommendation, administrative action by the State, or failure of the juvenile to complete the program within the maximum allowable time established for the program.

k. Procedures and policies for the implementation of ¶ 61;
and

l. Procedures and policies for the implementation of an educational quality assurance system, pursuant to ¶ 65.

67. In developing the Education Implementation Plan, the State shall consult with its own education expert (who shall be retained from outside the Louisiana Department of Education and the Louisiana Department of Public Safety & Corrections) and with Dr. Sheri Meisel. If Dr. Meisel is unavailable, she shall be replaced with another education

expert acceptable to the Plaintiffs. This consultation shall include, at minimum, providing the experts with a draft of the final Education Implementation Plan for written comments prior to submission of the Plan to the Plaintiffs.

III. ENFORCEMENT AND MONITORING

A. Procedures for Conditional Dismissal

68. Upon execution of this Agreement, the parties shall jointly move the Court to stay further proceedings in United States v. Louisiana, Brian B. v. Stalder, Williams v. McKeithen, and all related In re: actions, relating to the provision of educational services.

69. The State shall prepare the Educational Implementation Plan and serve it upon the Plaintiffs within five months of the execution of this Agreement. At the same time, the State shall provide the Plaintiffs with documentation that it has substantially complied with the specific terms of the Agreement set forth in ¶ 74(a) below that require compliance within five months of the execution of this Agreement.

70. Within 30 days of receipt of the Plan, Plaintiffs shall respond in writing, identifying any objections to the adequacy of the Plan. If the Plaintiffs respond with any objections to the adequacy of the Plan, the parties shall confer and attempt in good faith to resolve any differences.

71. Upon execution of this Agreement, the parties shall jointly move the Court to schedule a hearing to be held seven months from the date of execution of this Agreement. Two weeks prior to that date, the parties shall inform the Court of any outstanding disagreements over the content of the Education Implementation Plan.
72. At the hearing, if the Plaintiffs have no outstanding objections to the Plan, the Court shall conditionally dismiss those portions of United States v. Louisiana, Brian B. v. Stalder, Williams v. McKeithen, and all related In re: actions, relating to provision of educational services, contingent upon the State's substantial compliance with each of the terms of this Agreement and implementation of the Education Implementation Plan (hereinafter "order of conditional dismissal").
73. If, at the hearing, the Plaintiffs continue to object to portions of the Education Implementation Plan, the Court shall decide whether to enter an order of conditional dismissal over the Plaintiffs' objections or to withdraw its stay of the litigation relating to the provision of educational services.
74. Upon conclusion of the hearing, the Court shall enter an order of conditional dismissal only if it finds, by a preponderance of the evidence, that
- a. the State has substantially complied with the following

provisions of this Agreement:

1. ¶ 8 (hiring of State Director of Education);
 2. ¶ 9 (designation of school education coordinators);
 3. ¶ 15 (hiring of teacher aides);
 4. ¶¶ 13-14 (hiring of special education teachers);
 5. ¶ 25 (hiring of full-time IEP facilitator/transition coordinators);
 6. ¶ 24 (interim numbers and deadlines for hiring of school psychologists, pupil appraisal and related service providers);
 7. ¶ 16 (creation and implementation of substitute teacher pool);
 8. ¶ 27 (length of school day);
 9. ¶ 37 (provision of library materials);
 10. ¶ 38 (non-functional equipment); and
- b. the State's proposed Education

Implementation Plan substantially complies with each applicable term of this Agreement.

75. The Plaintiffs shall bear the burden of proving that one or more of the requirements in ¶ 74(a)-(b) have not been met. If the Plaintiffs demonstrate that one or more the requirements in ¶ 74(a) or ¶ 74(b) has not been met, then the Court shall, at the request of the Plaintiffs, withdraw the stay of litigation and set the case for

trial.

B. Modification of the Education Implementation Plan

76. The Education Implementation Plan may be modified at any time after the Court has entered a conditional dismissal, under the conditions set forth in this section in ¶¶ 77-78 below.
77. The Education Implementation Plan shall not be modified unless the modification is agreed to by the parties or ordered by the Court. If the State desires to modify the Education Implementation Plan, it shall notify the Plaintiffs of this intent and the proposed amendment. If the State has good cause to seek an expedited modification of the Plan due to an emergency, then it shall so notify the Plaintiffs and identify the reason expedited modification is needed. The Plaintiffs shall review the proposed modification and make their objections, if any, within 6 business days of receipt of the proposed modification. In all non-emergent cases, Plaintiffs shall make any objection within 30 days from receipt of the proposed modification.
78. If the Plaintiffs do not object to the proposed modification within the time limits set forth in ¶ 77, the Plan shall be so modified. If the Plaintiffs object to the proposed revision, the parties shall conduct good-faith discussions to resolve the dispute. If the parties are unable to reach an agreement within a reasonable time,

the State may file a motion with the Court to modify the Education Implementation Plan.

C. Non-Compliance with Terms of the Conditional Dismissal

79. If the Plaintiffs believe that the State has failed to substantially comply with one or more terms of this Agreement or the Education Implementation Plan, they shall so notify the State in writing. The parties shall conduct good-faith discussions to resolve the dispute and may agree in writing to adopt a plan of correction or otherwise modify the Education Implementation Plan or this Agreement. If the parties are unable to reach agreement within 30 days of the Plaintiffs' informing the State of their allegations of non-compliance, the Plaintiffs may file a motion with the Court to revoke the conditional dismissal.

D. Final Dismissal

80. Once the State has determined that it is in substantial compliance with this Agreement, the State shall advise the Plaintiffs in writing. The Plaintiffs and their experts shall then have reasonable access to conduct compliance tours consisting of tours of each of the secure juvenile facilities within 2 months of the notification. Plaintiffs shall endeavor to have only one expert participate in the compliance tours at all of the facilities. In no event shall more than one expert for the plaintiffs participate in a compliance tour at any

facility. No later than one month after the completion of the tours, the Plaintiffs shall notify the State of any alleged deficiencies in compliance with this Agreement or the Education Implementation Plan and shall set forth in reasonable detail remedial measures to remedy each deficiency.

81. If the parties are unable to reach an agreement regarding the status of compliance within one month of the State's receipt the Plaintiffs' notice regarding the status of compliance, the State may file a motion for final dismissal with the Court. If the Plaintiffs do not object within 30 days of service of the motion, the Court may grant the State's motion. If the Plaintiffs do make an objection, the Court shall hold a hearing on the motion. Upon such hearing, the Court shall enter an order of final dismissal with prejudice with respect to portions of United States v. Louisiana, Brian B. v. Stalder, Williams v. McKeithen, and all related In re: actions, relating to the provision of educational services, unless the Plaintiffs demonstrate by a preponderance of the evidence that the State is not in substantial compliance with the terms of this Agreement or the Education Implementation Plan.
82. Nothing in this section shall preclude the parties from jointly stipulating to the termination of portions of this Agreement at any time.

E. Monitoring

83. Compliance with the terms of this Agreement and the Education Implementation Plan shall be monitored by the Court expert in Williams v. McKeithen.
84. The Court expert in Williams v. McKeithen, may initiate and receive ex parte reports and comments from an expert selected and paid for by the Plaintiffs, and an expert selected and paid for by the State.
85. The State shall bear all the costs incurred by the court expert, including, but not limited to, fees and expenses (e.g. for site visits, administrative cost, and report writing, and telephone calls made for consultation).
86. The court expert shall be permitted to initiate and receive ex parte communications from all parties and their agents.
87. In order to monitor compliance with this Agreement, the court expert shall have reasonable access to all facilities, residents, staff and documents. The court expert shall have the right to conduct confidential interviews with staff and residents. The State will not interfere with the court expert's access to parents and care givers of residents or to former residents of the facilities. At the request of the court expert, any expert designated pursuant to ¶ 84 may accompany and assist the court expert during tour of facilities, inspection of documents and interviews with staff or

residents.

88. In order to monitor compliance with this Agreement, the Plaintiffs and their expert(s) may conduct tours of the secure facilities once each year during the life of this Agreement at times mutually agreed by the parties.
89. Until the termination of this Agreement, the State shall, at their own expense, report to the court expert and to the Plaintiffs, the following information for each facility on a quarterly basis:
 - a. The number of juveniles housed at the facility on the first day of each month;
 - b. The number of juveniles enrolled in school at the facility on the first day of each month;
 - c. The number of juveniles enrolled in GED preparation courses, Basic Skills I, Basic Skills II, pre-vocational courses, vocational courses, and Carnegie unit courses;
 - d. The number of juveniles enrolled in special education;
 - e. The number of juveniles in each month who were:
 1. referred to the Student Building Level Committee;
 2. referred to the Pupil Appraisal Team for special education evaluation;
 3. the subject of an Individual Education Program meeting;
 - f. The number and percentage of IEP meetings in each month

at which a parent participated in person or by telephone;

g. The number of percentage of IEP meetings in each month in which a parent surrogate participated;

h. A list of every juvenile admitted to the institution within the prior three months who had been referred to Special School District Number One by the intake unit at Jetson Correctional Center for Youth and the date, type and result of any further assessment evaluation undertaken of that youth by the facility school;

i. For each IEP meeting in each month:

1. The number of minutes per week of special education services, and the type and amount of any related services, set forth in the new IEP;

2. The number of minutes per week of special education services, and the type and amount of any related services, set forth in the most recent IEP prior to the one developed at that meeting, if available;

3. The number of minutes per week of special education services, and the type and amount of any related services, set forth in the most recent IEP developed in a public or

private school for the student (excluding schools in juvenile detention facility or DPSC facilities), if available;

j. The name, certification type and area (e.g., Circular 665, Elementary Education), and the subject areas of the class(es) taught, of each teacher employed at the facility during each month;

k. The name, qualifications and job description of all other employees working as teacher aides, related services providers, transition services providers, schools psychologists or social workers, or other staff providing educational services directly to students; and

l. A narrative description of the status of any planned physical plant modification or expansion at the facility's school.

90. During the Plaintiffs' tours, the Plaintiffs and their expert(s) shall have reasonable access to all facilities, staff and documents, including the right to conduct interviews with staff and contractors of the facilities and confidential interviews with residents. Nothing in this Agreement shall affect the ability of the Plaintiffs to conduct confidential interviews with current and former residents, parents of current and former residents, or former facility staff.

91. The State shall make reasonable efforts to promptly

provide any document related to compliance with this Agreement reasonably requested by the court expert or the Plaintiffs' counsel, but in any event shall provide such documents within 10 business days of the request. This shall include documents in the possession of any private corporation owning, operating, or managing facilities for the State. This shall not include, however, documents or portions of documents that are subject to attorney-client or work product privilege.

92. In producing documents pursuant to ¶ 91 to the Plaintiffs, the State shall bear the cost of providing up to 1,000 pages of copies of documents to the Plaintiffs collectively per year. Any documents requested beyond this amount shall, at the option of the State, be made available for inspection and copying by the party, or shall be copied by the State at a cost of 5 cents per page to be paid by the requesting party.