

FRAMEWORK AND TIMELINE TO IMPLEMENT AGREEMENT BETWEEN FCPS, EQUITY COUNCIL, AND CLC

In the spirit of cooperation, Fayette County Public Schools ("FCPS"), the Equity Council, and the Children's Law Center ("CLC") share a mutual commitment to the students of Fayette County, and agree on matters covered in this partnership agreement.

Fayette County Public Schools ("FCPS"), the Equity Council, and the CLC agree that the procedures and practices concerning disciplinary actions should not result in different treatment or disparate impact based on race, color, or national origin. All parties are committed to working with one another openly and collaboratively in the interest of the children of Fayette County.

1. FCPS, the Equity Council, and the CLC agree to contract with a consultant to develop and oversee the implementation of this Agreement. In carrying out the oversight function, the consultant shall provide specific and individualized technical assistance and training in the areas set forth in this agreement. The Consultant shall review the programs currently being implemented by the Fayette County Public Schools, such as the "Safe and Civil Schools," CHAMPS and the "Positive Approaches to Student Success" (PASS) programs, and incorporate those elements of such programs that are congruent with the implementation of district-wide PBIS.

2. FCPS shall finalize an agreement for such Consultant services within a reasonable amount of time with a goal of forty-five (45) days, for the mutual selection of a Consultant by the School District, the Equity Council, and the Children's Law Center. This Agreement shall run for three years unless the School District, the Equity Council and the Children's Law Center agree on different term of service.

3. The Consultant, FCPS, and the Equity Council shall submit a plan to address all of the provisions in this Agreement within a reasonable amount of time with a goal of ninety (90) days, from execution of the Consultant's agreement or by March 1, 2011 whichever comes earlier.

PBIS PLAN AND TRAINING PROTOCOL

4. Within a reasonable amount of time with a goal of ninety (90) days, from the date of execution of the Consultant's agreement or by April 1, 2011, whichever comes earlier, FCPS shall begin implementation of a pilot PBIS Plan and training protocol which shall include selected schools in the district. The PBIS plan and training protocol shall include, but not be limited to, strategies, objectives, and timelines related to implementation of district and school-wide PBIS. The PBIS plan and training protocol shall also include guiding principles, student expectations, and a school-wide positive behavior support and discipline plan for students, parents or caregivers, staff and community.

5. Upon review of the results from the five pilot schools the PBIS Plan and Training Protocol shall be modified as necessary and applied district-wide. PBIS training protocol shall include timelines, agreed upon by FCPS, the Equity Council, the CLC and the Consultant. All staff in the schools will be trained in Positive Behavior Intervention Strategies as approved by SBDM Councils.

LEAST RESTRICTIVE ENVIRONMENT (LRE)

6. The Consultant in collaboration with FCPS and the Equity Council shall jointly review data, and the School District shall implement, specific strategies, objectives, and timelines for significantly increasing students' access to regular education class settings, preventing placement in alternative programs, or returning students to a regular education setting if already placed in an alternative program

7. The Consultant in collaboration with FCPS and the Equity Council shall develop measurable benchmarks and outcomes for determining the successful implementation of the above strategies, objectives and timelines. These strategies, objectives, and timelines will be implemented for the term of this agreement and shall commence no later than the beginning of the 2011-2012 school year.

8. The Consultant in collaboration with FCPS and the Equity Council shall jointly review the placement of all students at the Martin Luther King, Jr. Academy for Excellence to determine if they were placed appropriately, what interventions have been in place for them, if they are in need of evaluation for additional services, what the plan is for allowing them to achieve success in their education.

DISCIPLINE

9. The Consultant, FCPS, and the Equity Council shall jointly develop objectives and monitor the implementation of strategies, and timelines for significantly reducing the total number of suspensions and the disproportionate rates of suspension of children with disabilities and African American students. The Consultant and the Equity Council shall jointly develop measurable benchmarks and outcomes for determining the successful implementation of the above strategies, objectives and timelines. These strategies, objectives, and timelines will be implemented for the term of this agreement and shall commence no later than the beginning of the 2011-2012 school year.

10. During the term of this Agreement, the Consultant shall be granted ready access to all data and tracking information relevant to the issues at hand which the school district collects and maintains in the usual and ordinary course of its operations relative to office disciplinary referrals, removals (suspensions and expulsions), and those arrest and court referrals made at school upon request of school personal, truancies, 45-day placements, and restraint incidents for students in the district.

11. FCPS, the Equity Council and the CLC shall, within a reasonable amount of time with a goal of sixty (60) days, from the execution of this jointly developed Agreement, and disseminate it to all school building administrators, including principals, assistant principals and disciplinarians, a Superintendent's Bulletin requiring strict compliance with state and federal discipline standards for students with disabilities, including the requirements for conducting manifestation determinations, providing IEP services beginning with the 11 cumulative day of out-of-school removals, and the development and/or review of appropriate Functional Behavioral Analysis (FBA's) and Behavioral Intervention Plans (BIP's). The Bulletin shall also 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.

12. Prior to the beginning of the 2011-2012 school year, the school district, in consultation with the Equity Council and the Children's Law Center, shall revise the district's code of conduct, subject to the School Board's review and approval process.

13. FCPS, the Equity Council, the Consultant and representatives of the Children's Law Center shall meet at least twice a year for the purpose of reviewing the school district's progress in implementing the Plan required under this Agreement. A third meeting shall be held annually if requested by the school district, the Consultant, or the Children's Law Center. Documents developed in conformance with the provisions of

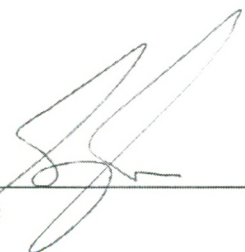
this agreement including but not limited to the PBIS Training Protocol, shall be reviewed at these meetings.

14. The Consultant shall submit quarterly reports to FCPS, the Equity Council, and the Children's Law Center on the school district's progress in implementing and complying with the Plan and this Agreement's provisions.

15. This Agreement shall terminate three (3) years from the date the Plan specified in Paragraph 3 is finalized, provided that all parties have substantially complied with the Plan's and this Agreement's provisions, as determined by consensus of the Consultant, the Equity Council, the Children's Law Center, and the school district. Upon attaining substantial compliance with the Plan's and the Agreement's provisions, the school district shall thereafter have no obligations under the Agreement. If the school district is not in substantial compliance with the provisions of the Agreement (including the measurable benchmarks and outcomes for determining the successful implementation of the strategies, objectives, timelines listed in the Agreement) by the date specified herein, the Agreement shall continue until substantial compliance is determined through the dispute resolution protocol.

16. This Agreement is entered into in good faith for the purpose of amicably resolving concerns as outlined and in no way constitutes any admission of error, omission, or wrongdoing on the part of any single party or entity.

17. This Agreement is the complete and exclusive statement of the agreements and compromises reached among and between the Parties. This Agreement supersedes and merges all prior proposals, understandings, or other agreements, including, without limitation, draft agreements, oral or written statements, or terms implied by discussion or conduct, among and between the Parties relating to the subject matter of this Agreement.



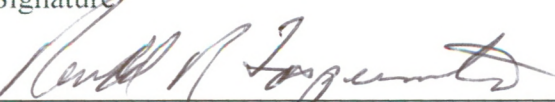
Signature

12-10-2010
Date



Signature

12/14/2010
Date



Signature For the Southern Poverty Law Center
in cooperation with
The Children's Law Center

12/15/2010
Date