

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Atlanta Independent School System("AISS"), the University Community Academy ("UCA") and Barbara Rouse ("the Family"), who brought this action on behalf of DeJanique Carten ("DC"). This Agreement governs the claims raised by the Family in Case No. OSAH-DOE-SE-0503808-Gatto and those claims raised by AISS in Civil Action File No. 1:04-CV-3829-LOF. The agreement also addresses the claims pled by DC as against the AISS in such actions.

WHEREAS, the AISS, UCA and the Family wish to resolve their differences which led to the Family filing a request for due process hearing under 20 U.S.C. § 1401 et seq. ("IDEA") and the school system bringing an original action in the United States District Court; and

WHEREAS, the AISS, UCA and the Family have agreed upon mutual terms as to the resolution of this matter and other matters related to D.C.'s educational program and have agreed to enter into this SETTLEMENT AGREEMENT and CONSENT ORDER, resolving all issues, allegations and claims stated or which could have been stated in connection with the request for a due process hearing;

THEREFOR, in consideration of the settlement sums set forth herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, the parties do hereby agree as follows:

1. UCA will pay the amount of thirty-five thousand dollars (\$35,000) to the Family as reimbursement for all special education services that were secured at a cost to the Family from 2002-to 2004. The remaining allocation will provide for:
 - a. Extended school year services for summer 2005;

- b. Two years (80 weeks) of compensatory education in the form of two one-hour sessions per week of one to one reading instruction;
- C. The evaluation of Dr. Debra Roberts completed on January 27, 2005 and for the evaluators participation in the next IEP meeting;
- d. Attorney's fees and costs associated with the necessity of litigation;

2 AISS will

- a. Reimburse the Family three thousand five hundred (\$3,500) dollars for compensatory educational services to be secured by the Family;
- B. Ensure the continuation of speech and occupational therapy services at University Community Academy;
- b. Ensure UCA provides in accordance with state law and federal regulations three months of compensatory occupational therapy services in addition to those occupational therapy services necessary for D.C. to make progress on her current goals and objectives;
- c. Ensure that within sixty days and no later than the beginning of the 2005-2006 school year D.C. will receive a full and complete assistive technology evaluation and the findings of the AT evaluator will be appropriately included in D.C.'s current IEP that will be implemented at UCA;
- d. Promulgate and implement new policies of the schools system that reflect the change in the existing law with regards to special education services for children in charter schools. The policies should address:
 - 1. The new federal requirement that LEA's "shall serve children with disabilities attending those charter schools which are not independent

LEAs in the same manner as the local educational agency serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school.”

2. Monitoring and compliance coordination of special education programs at charter schools within the system to ensure that charter schools are appropriately programming and implementing the procedural and substantive requirements of state policies and federal laws regarding special education;
 3. Creation of a procedure for charter schools and the system to identify, evaluate, and have confer eligibility upon those children suspected of having a disability in need of special education services including the timely participation of APS and/or its evaluation and related services staff while at the charter school; and
 4. Create a notice of parental rights to Families of students at charter schools which addresses the provisions of the IDEIA 2004 and identify for parents and guardians the rights reflective of nos. 1, 2 and 3 above.
- e. That as to D.C. and the new statutory provisions and the policies of AISS, such policies and practices shall be implemented so that D.C. shall have available to her for consideration and for services as appropriate, such support from the AISS, including evaluation support, related services support, or other direct and indirect services as are deemed necessary for her to ensure and actually provide FAPE to her, while she remains a student at UCA, throughout the 2005-2006 school year.

3. The Family will agree to release and hereby actually releases each of the identified entities, i.e., AISS and UCA, each individually and separately, and each of its Board members, administrators, employees, agents or assigns from any and all claims pled or which could have been pled by the Family addressing and/or concerning D.C.'s right to a free appropriate education or related special education, state law education, disability discrimination, statutory or constitution claims, as pled or which could have been raised as to programs, services or events relating to or concerning D.C. through the 2004-2005 school years. In addition, D.C. releases any and all claims to an award of attorney fees and costs of litigation arising from the identified actions.

All payments by AISS and UCA to the Family shall be made with reasonable promptness and in no event later than thirty (30) days after execution of this Settlement Agreement.

The terms of this agreement may be enforced by civil action filed in a court of competent jurisdiction. Failure to exhaust administrative remedies shall not be a defense raised by either party in such action.

The parties shall file this Settlement Agreement and the proposed Order with the United States District Court upon final execution of the Agreement, seeking a resolution of that action.

Each party agrees and stipulates that the representative signing in its behalf has authority to do so and bind the agency or entity or person as to the terms set out herein. Each party agrees that they have read this agreement and have sought the advice and assistance of their own counsel prior to execution.

SIGNATURES:

FOR THE FAMILY

Barbara Rouse

Date

FOR UNIVERSITY COMMUNITY ACADEMY:

By: _____

Date: _____

Title: _____

FOR THE SCHOOL BOARD:

Atlanta Independent School System

By: _____

Date: _____

Title: _____