

**AGREEMENT BETWEEN THE DISABILITY LAW CENTER, THE DEPARTMENT
OF ELEMENTARY AND SECONDARY EDUCATION AND THE HOLYOKE PUBLIC
SCHOOLS**

I. BACKGROUND

1. The Disability Law Center (DLC) is a private, non-profit 501(c)(3) organization, authorized under federal law as the Protection and Advocacy (“P&A”) system for Massachusetts, to investigate incidents of alleged abuse, neglect, and civil rights violations of persons with disabilities within the Commonwealth of Massachusetts. On April 2, 2015, DLC received a complaint to the system regarding the treatment of children in the Therapeutic Intervention Program (TIP) at the Peck School in Holyoke, Massachusetts.

2. Acting pursuant to its concern that children with developmental disabilities and mental illness attending TIP are subject to abuse and neglect and improper practices, DLC conducted an extensive investigation and issued a final Investigation Report (“Report”) on December 9, 2015.

3. The Massachusetts Department of Elementary and Secondary Education (DESE) is a state agency under the supervision and management of the Commissioner of Elementary and Secondary Education.

4. Pursuant to G.L. c. 69, § 1K, on April 28, 2015, the Board of Elementary and Secondary Education (Board) voted to declare the Holyoke Public Schools (HPS) a chronically underperforming district. Following the Board’s vote, the Commissioner of Elementary and Secondary Education selected Stephen P. Zrike, Jr. to be the receiver of the HPS. Receiver Zrike reports directly to the Commissioner.

5. DLC, DESE, and HPS have entered into this Agreement to set forth the roles and responsibilities of DLC, DESE and HPS to work together to improve conditions at the Peck School and the TIP within that school.

6. The parties agree and acknowledge that this Agreement constitutes the exchange of good and valuable consideration. This Agreement is intended to memorialize the actions that HPS and DESE are undertaking and will undertake to improve the instruction and services provided to the students at the Peck School. The Parties understand and agree that neither the making of the

Agreement nor anything contained in the Agreement shall in any way be construed or considered an admission by HPS or DESE of any liability.

7. DLC agrees that for a two year period following the execution of this Agreement, it will not initiate any legal action regarding the findings of its investigation, as long as the actions in this Agreement take place, as set forth below. If, during the period of this Agreement, DLC believes HPS and DESE are not in compliance with a material provision of this Agreement, it will provide HPS and DESE a reasonable opportunity to review, discuss with DLC and correct any alleged substantial non-compliance.

II. ACTION TAKEN

8. HPS and DESE will provide DLC with a Report (Peck Report) by **February 16, 2016** summarizing actions taken by DESE and the Receiver for the Holyoke Public Schools to investigate concerns about the Peck School. The Peck Report will also include steps that have already been taken to improve conditions at the school.

III. FUTURE ACTION

9. The Peck Report will include a component, entitled "Peck Remedial Plan," which describes future steps that HPS and DESE will take to address concerns at the Peck School. These steps include, but are not limited to: a) efforts to reduce restraint and seclusion; b) planned trainings and de-escalation techniques; c) revising policies and establishing new protocols on restraint and seclusion; d) revising policies and establishing new protocols for the TIP referral process; d) revising policies and establishing new protocols for involving the police versus mental health interventions; and e) improvements to the physical building to provide a safe learning environment for the students.

10. On **June 29, 2016**, HPS and DESE shall submit an Updated Peck Remedial Plan to DLC to report on what has occurred and what actions will be occurring for the subsequent six month period.

IV. PERIODIC DATA REPORTS

11. DLC and DESE agree that DLC will review periodic reports of data provided by HPS and DESE to DLC to track the effectiveness of the Peck Remedial Plan. These reports will include: a) all restraint/seclusion reports and data collected by Peck/TIP or SBS on students in TIP; b) all Restraint Evaluation Team logs; c) all records of restraints reported to DESE; d) records of all restraint/seclusion training of TIP staff, including the names of staff trained; e) subject of the training, hours completed and who conducted the training; f) all nursing logs of post restraint physical exams; g) documentation of any improvements made to the building to promote a safe environment; h) reports involving police or crisis intervention including why they were called and action taken as a result; i) all logs from the intervention rooms; and j) documentation of other corrective action taken by HPS or other individuals working to improve conditions at TIP. DLC will keep all such data received confidential.

12. HPS and DESE will provide these data reports to DLC on or before February 16, 2016, May 16, 2016, November 15, 2016 and January 30, 2017.

V. MONITORING VISITS/ DLC DESE MEETINGS

13. Within 45 days of receiving each of the above data reports, DLC will conduct an on-site visit of the TIP program. These visits may include staff interviews, building tours, and classroom observations. DLC, HPS and DESE also agree to meet periodically to share concerns and to discuss any barriers to resolution of these issues. DLC, DESE and HPS agree that DLC will be monitoring the Peck School for at least 12 months. At the completion of 12 months of monitoring, DESE and DLC will meet to discuss the results of DLC's monitoring. DLC will determine whether an additional 6 or 12 months of monitoring is needed.

This Agreement is effective as of the date of execution by all parties. A signature made on a faxed or electronically mailed copy of the Agreement shall be given the same effect as an original signature.

Signed this _____ day of February, 2016:

FOR DLC:

/s/ _____
Christine Griffin, Executive Director
Disability Law Center

FOR DESE:

/s/ Mitchell D. Chester, Ed.D, Commissioner
Department of Elementary and Secondary Education

FOR HPS:

/s/ Stephen P. Zrike, Receiver
Holyoke Public Schools