

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

DAVID CABALLERO, ET AL.

PLAINTIFFS

VS.

CAUSE NO.: 3:17-CV-752-LG-RHW

CAREY WRIGHT, MISSISSIPPI STATE
SUPERINTENDENT OF EDUCATION, ET AL.

DEFENDANTS

STATE DEFENDANTS' MOTION SUGGESTING MOOTNESS

Dr. Carey Wright, Mississippi State Superintendent of Education, Rosemary Aultman, Chair of the State Board of Education, and Heather Westerfield, Chair of the State Commission on School Accreditation (the "State Defendants"), file this Motion Suggesting Mootness as to Plaintiffs' Motion for Injunctive Relief.

1. For the reasons set forth in the Memorandum in Support of Motion Suggesting Mootness which is being filed contemporaneously herewith, the State Defendants' suggest Plaintiffs' claims for injunctive relief are moot.

2. In further support of this motion, the State Defendants rely, in part, on the following which is attached hereto as an exhibit:

EXHIBIT A: Memorandum of Understanding Among Office of the Governor of Mississippi, and Office of the Mayor of Jackson, Mississippi, and Jackson Public School District, and W.K. Kellogg Foundation.

WHEREFORE, PREMISES CONSIDERED, the State Defendants respectfully request that the Court grant the motion suggesting mootness as to Plaintiffs' motion for injunctive relief and for such other and further relief as the Court deems proper.

THIS the 27th day of October, 2017.

Respectfully submitted,

CAREY WRIGHT, Mississippi State Superintendent
of Education, ROSEMARY AULTMAN Chair of the
State Board of Education, and HEATHER
WESTERFIELD, Chair of the State Commission on
School Accreditation

BY: JIM HOOD, ATTORNEY GENERAL

BY: /s/ Douglas T. Miracle
HAROLD E. PIZZETTA, III (MSB # 99867)
ASSISTANT ATTORNEY GENERAL
DOUGLAS T. MIRACLE (MSB # 9648)
SPECIAL ASSISTANT ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
CIVIL LITIGATION DIVISION
STATE OF MISSISSIPPI
POST OFFICE BOX 220
JACKSON, MISSISSIPPI 39205-0220
TELEPHONE: (601) 359-5654
FACSIMILE: (601) 359-2003
dmira@ago.state.ms.us

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been filed using the Court's ECF filing system
and thereby served on all counsel of record who have entered their appearance in this action to date.

THIS the 27th day of October 2017.

/s/ Douglas T. Miracle
Douglas T. Miracle

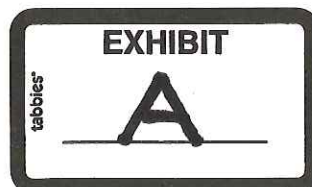
MEMORANDUM OF UNDERSTANDING
Among
Office of the Governor of Mississippi
And
Office of the Mayor of Jackson, Mississippi
And
Jackson Public School District
And
W.K. Kellogg Foundation

I. Background and Purpose

The Office of the Governor of Mississippi (“Governor”), the City of Jackson, Mississippi, by and through the Office of the Mayor of Jackson (“Mayor”), Jackson Public School District (“JPS”), and the W.K. Kellogg Foundation (“WKKF”) (each a “Party” and collectively the “Parties”) have a common interest in helping transform Jackson Public Schools to assure that all children in Jackson, Mississippi, have access to a quality education.

JPS was placed on probation in August 2016 for violating numerous state accreditation standards by the Commission on School Accreditation. In September 2017 the State Board of Education requested the Governor to declare a state of emergency for JPS and start the process of a state takeover. However, the Governor, the Mayor and JPS propose a different approach – one that involves a collaborative effort of knowledgeable parties committed to bringing about the needed changes to the JPS while retaining local control. Under this approach, the Parties support the development of an action plan informed by sound research and voices from all sectors and a bold implementation strategy. In light of WKKF’s strong commitment to Jackson, Mississippi, and the exceptional work supported by WKKF in the field of education, racial equity and community engagement, the Governor, the Mayor and JPS have agreed that WKKF will assist with the transformation efforts of JPS.

The purpose of this Memorandum of Understanding (“MOU”) is to create a collaboration among the Parties to support the development of a community vision for JPS of quality education for all children from birth to college and career readiness which includes the implementation of an educational transformation initiative (the “Goal”). In addition, the MOU outlines the understandings and intentions of the Parties with respect to working toward the Goal. The Parties seek to share their respective strengths, experiences, and resources in order to achieve the Goal.



II. Key Objectives and Responsibilities

The Governor, the Mayor and JPS intend to focus joint activities around the following objectives in order to promote cooperative planning, intelligent study and community engagement to create an inclusive and diverse support structure for JPS.

- A. Identification of qualified education leader(s) at the district level;
- B. Establishment of a multi-sector community and parent responsive steering committee that is representative of the diversity in the community to oversee and manage the vibrant and equitable transformation of JPS, to include guiding an assessment and informing the public/community;
- C. Creation of a community visioning process, which includes independent third party community polling, for the purpose of developing a vision and plan of action for an excellent, equitable education system that benefits all students in Jackson, Mississippi;
- D. Involvement of JPS parents to assist in the identification of issues and solutions for JPS;
- E. Commission of a student-centered assessment of JPS; and
- F. Implementation of the vision and plan of action informed by the results of the assessment.

The Governor, the Mayor and JPS agree to share data necessary to conduct a complete and thorough assessment of the district.

WKKF intends to collaborate with the other Parties in bringing about transformational change to JPS by bolstering educational outcomes. WKKF will assist in establishing a steering committee, engaging parent-focused groups, coordinating the evaluation of JPS, and supporting a community visioning process toward the development of an action plan, and participate in the implementation of that plan.

- III. Press Release/Announcement.** The Parties intend to issue press releases/announcements in connection with this MOU. A Party may not issue a press release, announcement, notification, or any other form of public statement (hereinafter "Announcement") concerning this MOU until the MOU has been signed by all Parties and all Parties have reviewed and approved the Announcement. In addition and for the avoidance of doubt, no reference to or regarding WKKF may be made by the other Parties without WKKF's prior written consent.

IV. Relationship of Parties

This MOU describes the Parties' intent to conduct cooperative activities to advance the shared goals and objectives of the Parties as described herein and does not create any enforceable legal rights, obligations, or liabilities on the part of any Party. Nothing in

this MOU shall be construed to imply or create a joint venture, agency, partnership or similar legal relationship between or among the Parties. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into between or among the Parties, either prior to or subsequent to the signing of this MOU. In the event of any conflicting terms between any such agreement or contract and this MOU, the terms of such agreement or contract will supersede and govern. Nothing in this MOU shall be construed as an exclusive working relationship.

The Parties specifically acknowledge that this MOU is not an obligation or commitment to provide funding, and this MOU does not constitute a legally binding commitment by any Party, waive any rights of the Parties, or create any rights in any third party.

- V. **Authority to Sign.** Each Party certifies that its undersigned representative is fully authorized by the Party he/she represents to enter into this MOU.

Governor of Mississippi

Date



10-26-17

Mayor of Jackson, Mississippi

Date

Jackson Public School District

Date

W.K. Kellogg Foundation

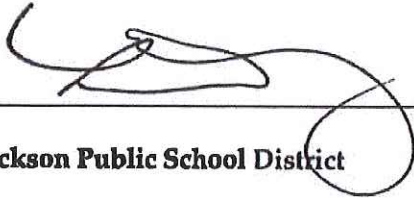
Date

Governor of Mississippi

Date

Mayor of Jackson, Mississippi

Date



10/26/17

Jackson Public School District

Date

W.K. Kellogg Foundation

Date

Governor of Mississippi

Date

Mayor of Jackson, Mississippi

Date

Jackson Public School District

Date

Laguna Sabson 10-26-17

W.K. Kellogg Foundation

Date