

KEITH A. AND STEPHANIE E.
BRADFORD, et al.,

Plaintiffs,

v.

MARYLAND STATE BOARD OF
EDUCATION, et al.,

Defendants and
Third-Party Plaintiffs,

v.

BOARD OF SCHOOL COMMISSIONERS
OF BALTIMORE CITY, et al.,

Third-Party Defendants.

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BOARD OF SCHOOL COMMISSIONERS
OF BALTIMORE CITY, et al.,

Plaintiffs,

v.

MARYLAND STATE BOARD OF
EDUCATION, et al.,

Defendants.

* * * * *

CONSENT DECREE

WHEREAS, Plaintiffs Keith A. Bradford, et al., seek declaratory and injunctive relief to ensure that all school children within the Baltimore City Public Schools ("BCPS") who are at risk of educational failure are provided with a public school education that is adequate when measured by contemporary educational standards, pursuant to Article VIII, Section 1, of the Maryland

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY

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* Case No. 94340058/CE189672

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* Case No. 95258055/CL202151

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Constitution;

WHEREAS, Plaintiffs and Third-Party Defendants Board of School Commissioners of Baltimore City and Phillip Farfel seek a declaratory judgment that the State has not fulfilled the requirement of Article VIII, Section 1, of the Maryland Constitution to provide a thorough and efficient education to the students enrolled in the BCPS and also seek additional resources to increase student achievement in the BCPS;

WHEREAS, Defendants and Third-Party Plaintiffs Maryland State Board of Education (the "State Board" or "MSBE") and State Superintendent Nancy Grasmick allege that BCPS has failed to manage its existing resources effectively and therefore seek reform within BCPS before additional State funds are devoted to BCPS;

WHEREAS, Plaintiffs in *Vaughn G., et al. v. Mayor, et al.*, Civil Action No. MJG-84-1911 in the United States District Court for the District of Maryland, seek in that federal action the establishment of a receivership over all operations of the BCPS or, in the alternative, appointment of a partial receiver with full authority to expend resources, effect personnel actions, and manage and oversee all matters affecting special education, and Plaintiffs' Motion for Additional Remedial Measures has been joined for trial with the above-captioned cases by order of the federal Court;

WHEREAS, the Court herein has entered partial summary judgment holding that Article VIII, Section 1, of the Maryland Constitution requires that the General Assembly provide all students in Maryland's public schools with an education that is adequate when measured by contemporary educational standards and that the public school children in Baltimore City are not being provided with an education that is adequate when measured by contemporary educational standards;

WHEREAS, there remain among the parties differing claims as to the causes of and

appropriate remedies for the failure of the BCPS to provide public school children in Baltimore City with an education that is adequate when measured by contemporary educational standards;

WHEREAS, all the parties to the above captioned cases herein and the *Vaughn G.* Plaintiffs jointly desire to resolve their differing claims through an amicable settlement in order to provide a meaningful and timely remedy crafted to meet the best interests of the school children of Baltimore City;

THEREFORE, all parties agree and the Court **ORDERS** that:

1. The Consent Decree entered in the *Vaughn G.* case is incorporated by reference and attached hereto as Exhibit A.
2. Governance and functions of the Baltimore City Public Schools will be restructured in accordance with paragraphs 8 through 42 and 55 through 67 of this Decree, and with proposed City-State partnership legislation (the "partnership legislation") in the form attached hereto as Exhibit B and incorporated by reference herein.
3. Additional funds, as provided in paragraphs 43 through 54 of this Decree shall be provided by the State to BCPS in Fiscal Years 1998 through 2002.

Effective Dates of Decree

4. This Decree shall not become fully effective until (a) the Governor signs the partnership legislation in a form that does not affect the substantive rights of the parties established by this Decree; and (b) the State Budget for FY 1998 is approved with the additional funds for FY 1998 as provided in paragraph 47. The transition provisions of paragraphs 55 through 58 shall be effective upon entry of this Decree.
5. If both contingencies described in paragraph 4 have not occurred by May 1, 1997, this

Decree, including the transition provisions of paragraphs 55 through 58, shall be null and void. In this event, trial of these actions shall commence jointly with the Plaintiffs' Motion for Additional Remedial Measures in the *Vaughn G.* case on Monday, May 12, 1997.

6. If the partnership legislation is enacted with any variance from the form attached hereto, the parties may waive the variance in writing. If any variance is not waived in writing, any party may file a motion with this Court, no later than 10 business days after the legislation is signed by the Governor, seeking a determination whether the variance affects the party's substantive rights under this Decree. If no party files a timely motion seeking such a determination, the parties shall be deemed to have waived ~~any~~ variance. If any variance either is waived or is determined by the Court not to affect the substantive rights of any party, the terms of this Decree shall be interpreted consistent with the legislation.

7. If the General Assembly revises or modifies the partnership legislation after the 1997 legislative session and before the expiration of this Decree, all parties reserve their rights to challenge any variances in the manner provided in paragraph 6.

**Establishment of the
New Board of School Commissioners for Baltimore City**

8. The new Board of School Commissioners for Baltimore City ("Board") shall be established as a City-State partnership and shall be held directly accountable for improving the academic achievement of Baltimore City school children as measured by the Maryland School Performance Program ("MSPP"). The Board shall not be deemed an agency of the State.

9. The Board shall be vested with full control of all functions relating to BCPS in accordance with the partnership legislation.

10. The Board shall consist of nine voting Members and one non-voting student Member, all of whom shall serve without compensation.

11. Each Member must reside in Baltimore City. To the extent practicable, the membership of the Board shall reflect the demographic composition of Baltimore City.

12. At least four members of the Board shall possess a high level of expertise concerning the successful administration of a large business, non-profit, or governmental entity and shall have served in a high-level management position within such an entity.

13. At least three Members shall possess a high level of knowledge and expertise in the field of education.

14. At least one Member shall be the parent of a student who is enrolled in the Baltimore City Public Schools as of the date of appointment.

15. Among the nine voting members, at least one Member shall also possess knowledge and/or experience in the education of children with disabilities. This knowledge and/or experience may be derived from being the parent of a child with a disability.

16. One non-voting Member shall be a student in the Baltimore City Public Schools, who will be chosen in the same fashion as are the student members of the Boards of Education for Maryland's other Local Educational Agencies.

17. The voting Members shall be appointed jointly by the Mayor of Baltimore City and the Governor from a list of qualified candidates submitted to them by the Maryland State Board of Education. The list shall contain at least twice the number of names as there are vacancies. To the extent practicable, the list shall include twice the number of names as there are vacancies in each category of qualifications. The Mayor and the Governor may jointly request that MSBE supplement

the list with additional qualified candidates. In assembling the list of candidates, the State Board shall solicit and receive recommendations from a wide variety of sources, including, but not limited to, the Mayor, the Plaintiffs in *Vaughn G.*, the Plaintiffs in *Bradford*, and various community organizations.

18. All voting Members shall serve three-year terms with staggered expiration dates. Student members shall serve one-year terms. The lengths of the initial terms shall be varied to establish staggered expiration dates. A Member whose term has expired shall remain in office for all purposes until a successor Member is appointed. Appointments shall be terminable during the term of appointment only for cause in accordance with §3-108 of Md. Educ. Code Ann., upon the joint approval of the Mayor and the Governor.

19. Upon appointment of the Board, the Mayor and the Governor shall jointly select one of the voting Members to serve as Chairperson for two years. Thereafter, the Board shall elect its Chairperson from among the voting members to serve no more than two years.

20. Meetings of the Board shall require a quorum of a majority of the voting Members then serving. Any Board action shall require the affirmative vote of a majority of the voting Members then serving on the Board.

Management Structure

21. The Board shall hire a Chief Executive Officer (CEO), who shall report directly to the Board and who shall be a member of the Mayor's Cabinet. If the Board hires or appoints an interim CEO, the interim CEO shall not be eligible for appointment as CEO. The CEO shall be paid a salary established by the Board. The CEO will be responsible for the overall administration of the Baltimore City Public School system. The CEO shall serve at the pleasure of the Board. The CEO's employment contract shall include provisions making the CEO's continued employment contingent

upon demonstrable and continuous improvement in the academic performance of students in the public schools in Baltimore City and sound management of the school system.

22. The CEO, with the Board's approval, shall select a Chief Academic Officer (CAO) who shall be responsible for system-wide curriculum and instruction and who shall report directly to the CEO. The CEO shall establish the salary of the CAO, subject to the approval of the Board. The CAO shall serve at the pleasure of the CEO and the Board. The CAO's employment contract shall include provisions making the CAO's continued employment contingent upon demonstrable and continuous improvement in the academic performance of students in the public schools in Baltimore City.

23. The CEO, with the Board's approval, shall select a Chief Financial Officer (CFO) who shall be responsible for the fiscal operations of the school system and who shall report directly to the CEO. The CEO shall establish the salary of the CFO, subject to the approval of the Board. The CFO shall serve at the pleasure of the CEO and the Board. The CFO's employment contract shall include provisions making the CFO's continued employment contingent upon continuous effective fiscal management of the school system.

24. The Board and the CEO shall be held ultimately accountable for all functions delegated.

25. Upon the appointment of a CEO or an interim CEO, a Parent and Community Advisory Board shall be established to ensure parental involvement in the school improvement process. The Parent and Community Advisory Board shall consist of 14 persons, a majority of whom shall be parents of students currently enrolled in BCPS. Two members of the Advisory Board shall be selected by the *Bradford* Plaintiffs and three members shall be selected by the *Vaughn G.* Plaintiffs.

The remaining members shall be appointed by the CEO, subject to Board approval, as follows: three shall be from a list proposed by the Baltimore City Council of Parent-Teacher Associations; two shall be from a list proposed by the area-based parent networks; two shall be from a list proposed by the Title I liaisons; and two shall be selected by the CEO from other parent and/or community groups. In the event that one of the enumerated groups fails to propose a sufficient number of nominees to fill its allotted positions, the Board shall fill the position(s) with person(s) from other parent and/or community groups. The term of a member of the Parent and Community Advisory Board shall be two years, and no member may serve more than two terms. A member whose term has expired shall remain on the Advisory Board until a successor member is appointed. When all members have been appointed to the Parent and Community Advisory Board, this Advisory Board shall replace the Community Advisory Board established under the Stipulation and Order of April 4, 1994 entered in *Vaughn G.*

26. The Board and CEO shall consult regularly with the Parent and Community Advisory Board. The CEO shall meet with the Parent and Community Advisory Board on at least a quarterly basis. The CEO and Board shall also seek parental input from a variety of other sources, including the Parent Participation Project and school improvement teams.

Transition Plan for 1997-98

27. On or before September 1, 1997, after opportunity for public comment, the Board shall adopt a Transition Plan to guide the operation of the BCPS during the 1997-98 school year. In preparing the Transition Plan, the Board may review any planning for the 1997-98 school year already undertaken by the current Board and BCPS administration and shall receive and consider comments from the *Bradford* and *Vaughn G.* Plaintiffs. The Transition Plan shall identify the steps

to be taken to comply with this Decree (including all *Vaughn G.* orders) and the partnership legislation, to make progress in implementing the key recommendations from the 1992 Cresap Report and the 1994 and 1995 MGT Reports, to make use of the additional funds to be provided under this Decree, and to implement any major educational reform initiatives to be undertaken in the first year of operation of the Board in areas such as curriculum, instruction, and assessment.

28. The Transition Plan shall be a public document and shall be provided to this Court, the United States District Court in *Vaughn G.*, the Governor, the Mayor, the General Assembly, the State Board, and the *Bradford and Vaughn G.* Plaintiffs.

Master Plan

29. On or before January 1, 1998, the CEO, or the interim CEO, shall submit to the Board for approval a Master Plan to increase student achievement in the BCPS. The Board shall review and approve the Master Plan at a public hearing on or before March 1, 1998.

30. In developing the Master Plan, the CEO or the CEO's designees shall receive and consider comments from the *Bradford and Vaughn G.* Plaintiffs and may consult with parents, teachers, students, representatives of the business community, and experts in educational instruction and administration.

31. The Master Plan shall include measurable outcomes and time lines, and shall include timetables for implementation, evaluation, and reporting.

32. The Master Plan shall include a comprehensive design for improvement of school management and accountability of all personnel, and shall include implementation of the key recommendations contained in the 1992 Cresap Report and the 1994 and 1995 MGT Reports.

33. The Master Plan shall identify the actions necessary to improve student achievement

in the BCPS. It shall address the following topics:

A. The curriculum and instructional programs of BCPS, including the development and implementation of: (i) a city-wide curriculum framework reflecting State learning outcomes and an appropriate developmental sequence for students; (ii) an adequate program of professional development and training for BCPS staff that is coordinated with and supports the implementation of the city-wide curriculum framework; and (iii) an effective educational program for meeting the needs of students at risk of educational failure;

B. The financial management and budgeting system needed to ensure maximization and appropriate utilization of all available resources;

C. The planning and provision of construction, repair, and maintenance services within BCPS;

D. BCPS' management information systems;

E. The provision of adequate instructional materials, support services, student assessment and remediation;

F. Staff hiring, assignment, professional development and evaluation, recruitment, and retention;

G. The status of schools designated to be reconstitution eligible;

H. The delivery of special education services;

I. Parental participation; and

J. Compliance with all provisions of this Decree.

34. The Master Plan, as proposed and as adopted, shall be a public document and shall be provided to this Court, the United States District Court in *Vaughn G.*, the Governor, the Mayor,

the General Assembly in accordance with §5-109 of Md. Educ. Code Ann., the State Board, and the *Bradford and Vaughn, G.* Plaintiffs.

Personnel and Procurement

35. The Board shall have complete control of all personnel and procurement involving the Baltimore City Public Schools. Upon appointment, the Board will review all collective bargaining agreements to determine if the provisions of the agreements are consistent with the purposes of this Decree and the partnership legislation and may negotiate changes.

36. Current collective bargaining agreements applicable to BCPS personnel shall remain in effect pending appointment of the new Board and the Board's exercise of its authority under paragraph 35 of this Decree and the partnership legislation. All current collective bargaining agreements shall expire on June 30, 1997. Notwithstanding any extensions and any discussions with the agents for the collective bargaining units applicable to BCPS personnel, neither the Mayor and City Council of Baltimore ("City") nor the current Board shall vary the terms and conditions or agree to issues for reopeners of the agreements, as they relate to BCPS personnel. The new Board shall be responsible for negotiations for agreements in FY 1998. The new Board shall retain its own chief negotiator for all collective bargaining.

37. The Board shall adopt the MBE/WBE goals of the City relating to procurement.

38. The new Board and the CEO shall consult with the Mayor and his designees regarding an orderly transition process for the Board to assume full responsibility for all personnel and procurement. This transition process shall be completed as quickly as possible and no later than June 30, 1998.

Reporting

39. By December 31 of each year during the term of this Decree, the Board shall issue an annual public report. This report shall include a financial statement, a comprehensive accounting of progress in implementing the Transition Plan or the Master Plan, and other information as required by State law. The annual reports shall be public documents and shall be provided to this Court, the United States District Court in *Vaughn G.*, the Governor, the Mayor, the General Assembly in accordance with §2-1312 of Md. State Gov't Code Ann., the State Board, and the *Bradford* and *Vaughn G.* Plaintiffs.

Review and Evaluation

40. No later than July 1, 1999, the Board and the Maryland State Board of Education jointly shall select and the Board shall contract with an independent consultant to evaluate the interim progress of reform in the City schools. The City and the State shall bear equally the cost of the independent consultant. By April 30, 2000, the independent consultant shall report the results of the interim evaluation. The report shall be provided to this Court, the United States District Court in *Vaughn G.*, the Governor, the Mayor, the General Assembly, the State Board, and the *Bradford* and *Vaughn G.* Plaintiffs. The interim evaluation shall be a public document.

41. The Board and the Maryland State Board of Education jointly shall develop the scope of the consultant's evaluation, which shall include, at a minimum, assessment of the educational and management reforms of the Board; assessment of the performance of students in the City schools; assessment of compliance with the terms of this Decree and the *Vaughn G.* orders; assessment of the utilization of the additional funding provided pursuant to this Decree; and an assessment of the sufficiency of the additional funding provided by the State. The independent consultant may make

recommendations concerning changes to the educational programs of the BCPS; the structure of the City-State partnership or the BCPS administration; modifications to the Master Plan or the Long Term Compliance Plan for special education; and the need for funding in excess of the amounts provided herein in order for the BCPS to provide its students with an education that is adequate when measured by contemporary educational standards.

42. On or before January 1, 2001, the Board shall contract with an independent consultant to conduct a final comprehensive review and evaluation of the Baltimore City Public Schools. This independent consultant may be the same consultant provided for in paragraph 40 of this Decree. The City and the State shall bear equally the cost of the independent consultant. The Board and the Maryland State Board of Education shall jointly select the consultant and determine the scope of the review and evaluation. At a minimum, the final review and evaluation shall examine the extent of progress made in improving schools and all of the topics examined in the interim evaluation. By December 1, 2001, the consultant shall issue a final review and evaluation. The final report shall be provided to this Court, the United States District Court in *Vaughn G.*, the Governor, the Mayor, the General Assembly, the State Board, and the *Bradford* and *Vaughn G.* Plaintiffs. The consultant's final report shall be a public document.

Financial Resources

43. As provided in this section, the State of Maryland shall provide BCPS with additional funds to assist the Board in implementing the City-State partnership, to improve the quality of public education in Baltimore City, and to raise the level of academic achievement in BCPS. This financial commitment shall be separate from established State funding pursuant to APEX and other current State funds provided to BCPS. The additional funds enumerated below may not be used to supplant

funds provided to or for the benefit of BCPS by the City, and may not be used to meet any statutory obligation of the City to maintain levels of local funding for education.

44. If new revenue becomes available to the State during FY 1998 through FY 2002, and if the State dedicates all or part of those new revenues to education generally, then BCPS shall receive its designated share of those revenues without reduction of the additional funds detailed in this Decree.

45. The additional funds provided by the State as described in this Decree shall not be provided by reducing any other State funds provided to Baltimore City. Nothing in this Decree, however, shall prevent the Governor or the General Assembly from reducing local aid to Baltimore City as part of any general statewide reduction in local aid or from exercising executive and legislative discretion with respect to any local aid for a special project or purpose.

46. The \$12 million in additional State discretionary funds appropriated for reconstitution eligible schools and teacher salary parity in the FY 1997 State budget bill shall be released as provided by the terms of that bill. For purposes of implementing this provision, the phrase "creation of and progress in implementation of a City-State Partnership" shall mean the date upon which this Decree shall become fully effective in accordance with paragraph 4 of this Decree. Upon implementation and approval of the performance-based evaluation system required by the terms of the FY 1997 State Budget Bill, the Board in FY 1998 may request payment of the \$2 million withheld in the FY 1997 State Budget Bill.

47. The State shall provide to the Baltimore City Public Schools the following additional funds, subject to appropriation by the General Assembly:

FY 1998	\$30 million
FY 1999	\$50 million
FY 2000	\$50 million
FY 2001	\$50 million
FY 2002	\$50 million

If these additional funds are not appropriated in any of the designated fiscal years, this entire Decree shall become null and void as of the end of the last fiscal year for which these additional funds were appropriated.

48. In each of Fiscal Years 1998 through 2002, the State shall also provide at least \$10 million to BCPS through the Maryland School Construction Program ("Program"). These funds shall be made available in the proportion of 90% State funds to 10% City funds. The State shall provide the funds before the City is required to provide its share. Any additional funds requested by the Board under the Program in excess of \$10 million per year, if granted, shall be provided subject to the formula applicable to the City for matching funds in the Program.

49. In Fiscal Years 1998 through 2002, if BCPS' actual audited enrollment for any fiscal year is less than BCPS' current enrollment projections for those fiscal years, BCPS will not be required to return to the State APEX funds to the extent of the difference between the current enrollment projections and the audited enrollment for each fiscal year. For purposes of this Decree, "BCPS current enrollment projections" means the following:

FY1998	101,648.0	FTE
FY1999	97,842.5	FTE
FY2000	94,616.5	FTE
FY2001	91,479.0	FTE
FY2002	89,197.5	FTE

50. The additional funds described in paragraph 47 are provided: (a) to improve the educational performance of schools having a high percentage of students living in poverty; (b) to improve the educational performance of reconstitution eligible schools and other schools that are both failing to meet MSPP standards and failing to show progress toward meeting those standards; (c) to make progress toward meeting teacher salary parity with Baltimore County; and (d) to implement other improvements bearing a direct relationship to classroom instruction, such as investments in technology, management information systems, professional development and evaluation, and curriculum. A substantial proportion of the additional funds shall be utilized for programs, services, and/or resources that have a direct and substantial effect on improving academic achievement. -

51. The dispute between the State and the BCPS related to the legislative audit of the 1994-95 school enrollment count is resolved by this Decree with no further action to be taken.

52. For Fiscal Years 1999 through 2002 the Board may request funds in amounts greater than those described in paragraph 47 from the State through the currently established State budget process, if the Board presents a detailed plan showing why such funds are needed and how they would be spent. The State will use best efforts to satisfy any such request, subject to the availability of funds.

53. For Fiscal Years 2001 and 2002, the Board may also request funds in amounts greater than those described in paragraph 47, after completion of the interim evaluation described in paragraphs 38 and 39. If the Board requests such funds, the *Bradford* Plaintiffs and *Vaughn G.* Plaintiffs will be offered an opportunity to present to the Board and to the State in writing their views on the request for such funds. The State and the Board may negotiate from April 30, 2000 through June 1, 2000 regarding such requests, and the State and the Board shall consider the views of the

independent consultant and the Plaintiffs in the *Bradford* and *Vaughn G.* cases. If the State and the Board do not reach agreement, the Board, on or after June 1, 2000, may seek relief from the Circuit Court for Baltimore City for funding amounts greater than those described in paragraph 47, through the following process:

A. The matter shall be placed on an expedited schedule, with a hearing commencing no later than fifteen days after any motion for relief is filed. All parties to this Decree may appear and present evidence at this hearing, and the interim evaluation shall be received into evidence. The State reserves all of its defenses as to any Court order for such funds in amounts greater than those provided in paragraph 47.

B. Any party may appeal the Circuit Court's ruling to the Court of Appeals of Maryland, but the *Bradford* Plaintiffs may appeal only if the Board appeals. The Circuit Court shall stay any order pending appeal, and all parties shall jointly request expedited consideration of the matter by the Court of Appeals. The partnership legislation shall include statutory authority providing for direct review by the Court of Appeals of Maryland and requesting that the Court of Appeals of Maryland issue a decision within 60 days after briefing is completed.

54. The State shall provide the additional funds described in paragraph 47 notwithstanding any dispute regarding the provision of funds in amounts greater than the amounts enumerated in that paragraph.

Transition From Current Governance of BCPS

55. Upon entry of this Decree, the Governor, the Mayor, and the State Board each shall designate one representative to serve on a Transition Committee. The Transition Committee shall

(1) solicit and receive recommendations for the initial new Board members, and forward the recommendations to the State Board; and (2) identify and collect data and information necessary for the new Board to examine upon its establishment. Representatives of the *Bradford and Vaughn G.* Plaintiffs may attend meetings of the Transition Committee. This Decree does not constitute a determination that Plaintiffs or their representatives are entitled to compensation for such attendance.

56. Within 60 days after entry of this Decree, the State Board shall submit a list of candidates to the Governor and the Mayor for appointment to the new Board. The terms of the current Board of School Commissioners shall end upon the later of: (a) the date upon which the Governor signs the partnership legislation described in paragraph 2; or (b) the date of enactment of the Budget Bill containing the appropriations for Fiscal Year 1998 described in paragraph 47. The terms of the Members of the new Board shall begin on the same date, and the Transition Committee shall dissolve on the same date.

57. The Board may appoint an interim CEO if it is not feasible or desirable for the Board to hire a CEO promptly. Any interim CEO shall not be eligible for appointment as the CEO.

58. The parties to this Decree shall take no actions so as to impede the ability of the new Board to implement the educational and management reforms contemplated by this Decree. Before appointment of the new Board, neither the current Board of School Commissioners, nor any party to this Decree, may (1) enter into contracts, make expenditures, dispose of property, or incur liabilities on behalf of BCPS, except in the ordinary course of business; or (2) increase the compensation of or award bonuses to officers, employees or agents of BCPS, except as provided in current employment contracts.

Modifications Relating to Special Education

59. Upon the effective date of appointment of the new Board, the operation of the Management Oversight Team ("MOT") established pursuant to the April 4, 1994 Stipulation and Order of the United States District Court in *Vaughn G.* at paragraph 5 shall be modified as follows: Actions of the MOT shall be effective unless the Administrator for Special Education objects to the action. Either the State Superintendent or the Plaintiffs may seek judicial review of any dispute in the United States District Court under the standard set out in paragraph 5 of the April 4, 1994 Stipulation and Order. If judicial review is not sought, the decision of the Administrator, with regard to the disputed matter, is final.

60. Upon the appointment of a CEO or an interim CEO by the Board, the Administrator of Special Education's position shall be abolished and the MOT shall be eliminated. All other provisions of paragraph 3 of the April 4, 1994 Stipulation and Order shall remain in effect.

61. In April 1997, the parties to the *Vaughn G.* litigation shall determine whether the extent of BCPS' progress toward meeting its compensatory awards obligations is such that the Monitor's functions pursuant to the September 24, 1996 orders relating to compensatory awards should be terminated upon the conclusion of the 1996-97 school year, or whether the Monitor's functions should be extended, or modified. If the parties cannot agree that the Monitor's functions should be extended modified, or terminated, the parties shall submit the issue to the United States District Court for resolution.

62. Upon the appointment of a CEO or an interim CEO:

A. A new Monitor shall be selected by agreement of the parties in the *Vaughn G.* case. If the parties cannot agree on the selection of a new Monitor within 30 days after the

effective date of appointment of the CEO or interim CEO, the nominees shall be submitted to the United States District Court, which shall select the new Monitor.

B. If the Monitor's functions relating to compensatory awards are to continue past the conclusion of the 1996-97 school year, the role of the Monitor will be modified as follows:

(i) The current Monitor will be designated the "Remedial Monitor" and will continue to arrange for compensatory awards and will continue to conduct mediation/arbitration conferences to resolve individual students' disputes concerning temporary education plans and compensatory services; and

(ii) The new Monitor will be designated the "Reporting Monitor" and will assume all functions assigned to the Court Monitor under the *Vaughn G.* orders other than those described in paragraph 62.B.(i) above. However, if, on the date that the CEO or interim CEO takes office, fewer than 90 days remain before the Monitor's next semi-annual report is due, the Remedial Monitor will complete that report.

C. If the Monitor's functions relating to compensatory awards are to be terminated upon the conclusion of the 1996-97 school year, the parties will select an Arbitrator to resolve individual students' disputes concerning temporary education plans and compensatory services. If the parties cannot agree on the selection of an Arbitrator within 30 days of the conclusion of the 1996-97 school year, the nominees shall be submitted to the United States District Court, which shall select the Arbitrator. If no Arbitrator is in place upon the termination of the current Monitor's term, the current Monitor will continue to perform the mediation/arbitration function until the Arbitrator is in place.

63. When the new CEO takes office, the *Vaughn G.* Plaintiffs will select a new Plaintiffs' representative. All existing obligations of BCPS with respect to the *Vaughn G.* Plaintiffs' representative shall continue in accordance with all orders entered in the *Vaughn G.* case. If, at the time the new CEO takes office, the Long Term Compliance Plan for special education has not yet been completed or approved by the United States District Court, the current *Vaughn G.* Plaintiffs' representative shall serve as a consultant to Plaintiffs for the purpose of participating in the completion of the plan and BCPS will continue to pay his reasonable fees and expenses until the plan has been completed and approved by the United States District Court.

64. After the MOT is eliminated, the *Vaughn G.* Plaintiffs shall be provided with reasonable advance notice of proposed actions or decisions affecting compliance with the orders entered in *Vaughn G.* After the appointment of a CEO or an interim CEO, the CEO or interim CEO shall meet with the *Vaughn G.* Plaintiffs' representative to establish procedures for such reasonable advance notice. For purposes of this Decree, items "affecting compliance" include but are not limited to the special education tracking system, development and implementation of the Long Term Compliance Plan, the operation of the departments with responsibility for implementing the Long Term Compliance Plan, and the operation of the Office of Special Education Monitoring and Compliance. If Plaintiffs object to a proposed action or decision, BCPS agrees not to implement the proposed action or decision for ten days or such other period of time agreed to by the parties, in order that review by the Court may be sought pursuant to the April 4, 1994 Stipulation and Order. If there is disagreement regarding whether a proposed action or decision affects compliance, the dispute will be resolved by the United States District Court.

65. The *Vaughn G.* Plaintiffs may present problems relating to compliance with IDEA or

the *Vaughn G.* orders to the CEO or interim CEO for resolution. Plaintiffs may seek judicial resolution of such problems in federal court pursuant to the April 4, 1994 Stipulation and Order if BCPS' action or failure to act violates or may violate the terms of the *Vaughn G.* consent decree or if BCPS' action or failure to act has resulted or may result in a violation of a free and appropriate public education to eligible students.

66. If, after the CEO has been in place for one year, the *Vaughn G.* parties agree or the United States District Court finds, based upon school audits, reports by the Monitor and consultant, and school tours by Plaintiffs' expert, that the Long Term Compliance Plan is being implemented and substantial progress toward compliance is being made, then paragraph 64 will be modified to change the requirement of advance notice to Plaintiffs prior to implementation of an action or decision affecting compliance to a requirement of reasonable consultation with plaintiffs regarding actions or decisions affecting compliance. The parties will, at the time such modification goes into effect, determine whether further modifications to the terms of this Decree and any other Orders or Decrees in the *Vaughn G.* case shall be made in the event that the long term plan continues to be implemented and substantial progress toward compliance continues to be made for another year.

67. Court orders entered in *Vaughn G.* are modified only to the extent necessary to effectuate the above enumerated changes. The United States District Court for the District of Maryland retains exclusive jurisdiction to enforce those orders and to resolve disputes brought to the Court by the parties pursuant to the process established in the April 4, 1994 Stipulation and Order at paragraph 5.

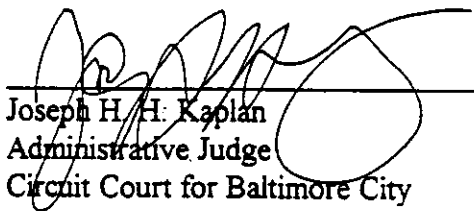
Term of the Decree

68. This Decree shall be in effect through June 30, 2002, unless the Court extends the

term upon timely motion of one of the parties and upon a showing of good cause to extend the Decree.

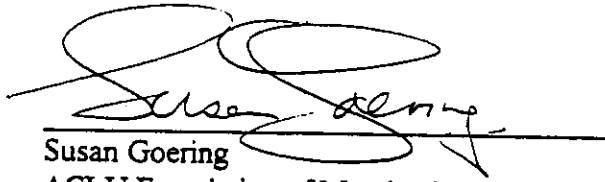
69. The Court retains continuing jurisdiction during the term of this Decree to monitor and to enforce compliance with the terms of this Decree. Except as expressly provided otherwise, any party to this Decree may seek to enforce the terms of this Decree. Notwithstanding termination of this Decree, the Court shall retain jurisdiction to resolve any disputes that may have arisen during the term of this Decree.

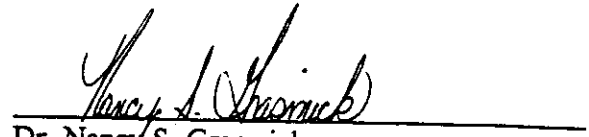
Having approved the terms of this Consent Decree, signed by all parties as set forth below, it is hereby ORDERED on this 26th day of November, 1996.

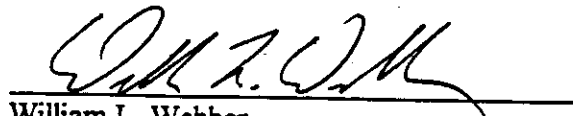


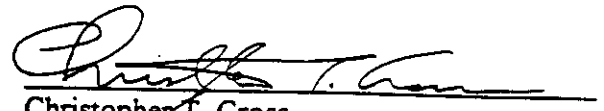
Joseph H. H. Kaplan
Administrative Judge
Circuit Court for Baltimore City

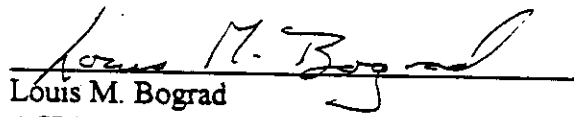
Consent of the Parties:


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ACLU Foundation of Maryland
2219 St. Paul Street
Baltimore, Maryland 21218

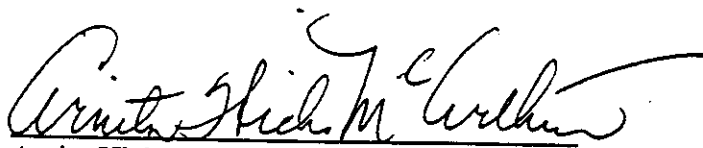

Dr. Nancy S. Grasmick
State Superintendent of Schools

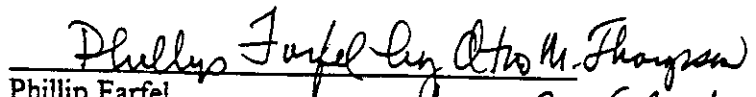

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