

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>COREY H. et. al,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>No. 92 C 3409</b>
	)	<b>Judge Gettleman</b>
<b>THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, and THE ILLINOIS STATE BOARD OF EDUCATION,</b>	)	
	)	
<b>Defendants</b>	)	

**AGREED ORDER TO EXTEND OBLIGATIONS UNDER THE ILLINOIS STATE  
BOARD OF EDUCATION SETTLEMENT AGREEMENT**

The *Corey H.* Plaintiffs, through their counsel, and the Illinois State Board of Education (“ISBE”), through its counsel, (together, “Parties” and individually, “Party”) submit this Agreed Order to extend obligations under the Illinois State Board of Education Settlement Agreement (“ISBE Settlement Agreement”) between the Parties. Subject to Court approval, the Parties jointly agree to the following:

1. All provisions of the ISBE Settlement Agreement, attached hereto as Exhibit A, are extended until August 1, 2011.
2. Except as otherwise set out in this Agreed Order, all ISBE obligations under the ISBE Settlement Agreement will terminate August 1, 2011. Subsequent to August 1, 2011 and until the Court dismisses this case, the following paragraphs of the ISBE Settlement Agreement will remain in effect: 29 (excluding the second, third and fourth sentences), 51(a), 53, and 54. In addition, the obligations and timelines as set out in this Agreed Order will remain enforceable until the dismissal of this case.

3. Subsequent to August 1, 2011, the Court Monitor will prepare and file a report pertaining to ISBE's compliance with its obligations under the ISBE Settlement Agreement in a manner and according to a timetable determined by the Court, but no later than January 3, 2012. In connection with the preparation of the Court Monitor's report to the Court, (i) starting in January 1, 2011, the ISBE will provide the Court Monitor with additional funds to cover actual costs incurred and services provided by Dr. Alan Coulter<sup>1</sup> in connection with additional data collection related to the development and implementation of IEPs and access to schools for students with disabilities, such costs and services not to exceed \$214,675.00, (ii) upon receipt of Alan Coulter's Final Proposal, the Parties agree to provide any input on the Final Proposal to the Court Monitor, with copies to the Parties, no later than nine (9) days from the date the Final Proposal was released to the Parties, (iii) the Court Monitor shall resolve any conflicts between the Parties relating to the Final Proposal after reviewing the Parties' input and consulting Alan Coulter, subject to the following: (1) the costs and services not to exceed \$214,675.00 and (2) the timelines proposed by Alan Coulter are adhered to so that the performance of all of Coulter's services can be completed no later than August 1, 2011, (iv) the Parties agree that all data provided to Dr. Coulter by either Party shall be equally accessible to the Parties and the Chicago Board of Education subject to all applicable confidentiality requirements, (v) Dr. Coulter shall provide materials produced by his team, including but not limited to any report, directly and exclusively to the Court Monitor who may share such materials with the Parties to this agreement for uses relating to the Monitor's final report, and (vi) the Parties will cooperate fully with and provide appropriate information to the Court Monitor.

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<sup>1</sup> In the event that the Court Monitor determines that Dr. Alan Coulter is unable to perform the services and meet the timelines outlined within this agreement, the Court Monitor will retain the services of a similarly qualified consultant, who shall be mutually agreeable to the Parties and subject to the cost restrictions identified herein.

4. After the Court Monitor's filing of a report, the Parties will be given the opportunity to file a written response to the report by March 5, 2012.

5. ISBE will support legislation to codify the existing certification system, which was found to be consistent with the Court's 1998 Decision. If by August 1, 2011, such steps are unsuccessful, the Parties retain their respective rights to pursue enforcement of that Decision's ruling in order to prevent reinstatement of the system of certification of teachers found in violation of the least restrictive environment ("LRE") mandate of the Individuals with Disabilities Education Act ("IDEA").

6. The Plaintiffs agree to withdraw all of their pending appeals of (a) the Charter School findings in the 9<sup>th</sup> Districtwide Findings and (b) ISBE's proportionate enrollment waiver decisions. Plaintiffs will not appeal findings in the ISBE's yet to be issued 10<sup>th</sup> or 11<sup>th</sup> Districtwide Findings, but reserve the right to file reactions to and comments about these findings.

7. ISBE agrees to issue the 10<sup>th</sup> Districtwide Findings within 30 days of entry of this Agreed Order and the 11<sup>th</sup> Districtwide Findings by July 15, 2011. ISBE agrees to issue its 2009-2010 Annual Report within 30 days of entry of this Agreed Order and its 2010-2011 Annual Report by July 15, 2011. ISBE agrees to issue its Workforce Analysis for the 2010-2011 school year within 30 days of the entry of this Agreed Order, and is not required to prepare a Workforce Analysis for the 2011-2012 school year. ISBE is not required to receive and review any further proportional enrollment waivers from Chicago Public Schools District No. 299.

8. Separate from the Coulter services and costs in Paragraph 3 above, ISBE's obligations to pay its proportionate share of the Court Monitor's expenses under Paragraph 57 and as ordered by the Court, and Plaintiffs' reasonable attorneys' fees and costs under Paragraph 59

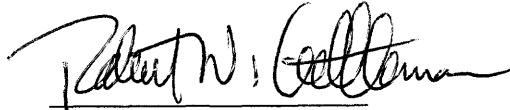
shall continue in effect until June 30, 2011. Subsequent to June 30, 2011 Paragraphs 57 and 59 are amended so that ISBE shall only be responsible for payment of the Court Monitor's expenses and Plaintiffs' reasonable attorneys' fees and costs related solely to the obligations and the enforcement of the obligations and timelines as set forth in this Agreed Order.

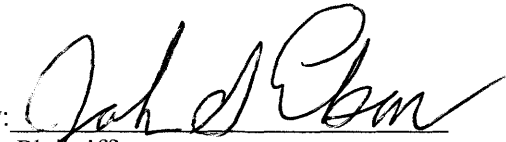
9. The Plaintiffs agree to waive any further request for extension, except, if for reasons outside the control of the Monitor and the Parties, a report detailing the additional data collection referenced in Paragraph 3 is not provided to the Monitor by August 1, 2011, any Party or the Monitor may request an extension of the dates for the Monitor's report (¶3) and for the dates for responses to the report (¶4).

10. Status hearing is set for March 9, 2012 at 9:00 a.m.

WHEREFORE, the Parties submit this Agreed Order for the Court's approval.

**ENTER: December 3, 2010**

  
**Robert W. Gettleman**  
**United States District Judge**

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