

FILED

DEC 23 2003

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

U.S. DISTRICT COURT
ARLENE BOYLE, CLERK
By: [Signature]
Deputy

DELTA DIVISION

DEC. 15 2003

MICHAEL P. MILLS
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF MISSISSIPPI

MATTIE T., *et al.*,)

Plaintiffs)

versus)

HENRY JOHNSON, *et al.*,)

Defendants)

Civil Action No. DC75-31-S

2003 MODIFIED CONSENT DECREE

i. WHEREAS, this matter was originally filed as a class action on behalf of all school age children in the state of Mississippi who are disabled or regarded by their Local Education Agency as disabled. On July 28, 1977, this Court granted plaintiffs' motion for summary judgment, finding that the Department of Education (hereinafter, the "Department") had not followed the provisions of the the Education of the Handicapped Act (EHA), as amended in 1974, 20 U.S.C. §§ 1401, *et seq.* On January 26, 1979, this Court entered a detailed "Consent Decree" to remedy the Department's failure to comply with the EHA. That Consent Decree and its related orders have remained in place, without change, for over twenty-four (24) years.

ii. WHEREAS, in 1997 Congress passed the Individuals with Disabilities Education Act ("IDEA") and the United States Department of Education promulgated IDEA regulations in 1999. In 2000, the Mississippi Attorney General's Office contacted plaintiffs' counsel, the Children's Defense Fund, and stated Department's belief that the terms of the 1979 Consent Decree violated

new federal education law contained in IDEA and its regulations. The parties could not agree on a resolution so on November 2001, the Attorney General filed its "Motion to End 1979 Consent Decree In Light of Changed Federal Law and to Ensure Continued Federal Funding." The Department contended that a significant change in law warranted ending the decree. The defendants also alleged that continuation of the decree jeopardized the defendants continued receipt of federal special education funding.

iii. **Whereas**, in December 2001, the Children's Defense Fund withdrew as counsel for the plaintiffs and the Southern Disability Law Center was substituted as counsel. The Southern Disability Law Center filed its "Opposition to Defendants' Motion to End Consent Decree." The plaintiffs argued that no significant change in law had occurred, the decree did not jeopardize the defendants' receipt of federal special education funds and that the defendants' current noncompliance with the terms of the decree undermined their attempt to end the decree.

viii. **WHEREAS**, the parties have entered into negotiations and have agreed to withdraw their respective motion and opposition and waive all claims relating to the 1979 Consent Decree in exchange for the entry by this Court of this "2003 Modified Consent Decree." The 2003 Consent Decree replaces and supplants the 1979 Consent Decree in its entirety such that the terms of the 1979 Consent Decree are no longer binding on the Department.

ix. **WHEREAS**, entry of this modified consent decree settles all claims against the Department and defendants, except, however, this Decree does not constitute a settlement or agreement regarding whether plaintiffs' counsel is entitled to any attorneys' fees. Agreement to the entry of this Decree does not constitute an admission by either party regarding the Department or defendants compliance with the 1979 Consent Decree.

I. ORDER

It is, therefore, ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has continuing jurisdiction over the subject matter of all the plaintiffs' class claims against the defendants and jurisdiction over the persons of the defendants in their official capacities with respect to these claims. After consideration of the parties' submissions and being fully advised of the legal and factual premises, this Court hereby terminates the January 26, 1979, consent decree, the Joint Stipulation Order dated March 27, 1980, and any other previous orders of this Court in this matter which bind the actions of the Department of Education, its officers and employees. The Department of Education, its officers and employees are no longer bound by the terms of such previous decrees or orders. This Court adopts the terms and conditions set forth herein as the new consent decree to govern the actions of the parties until further action by this Court (hereinafter the "Decree"). This Court shall retain jurisdiction for purposes of implementing and enforcing this Decree. Any party to this Decree may petition for modification of the Decree or any portion thereof.

2. Pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure, the class to which this decree applies is defined as all children residing within the State of Mississippi who are ages six (6) through twenty (20), inclusive, and who are either disabled or considered by their schools as disabled.

3. For purposes of this decree the following definitions shall apply unless a contrary meaning is indicated in the text:

- (a) "child" or "children" shall mean a child or children ages six (6) through (20), inclusive.

- (b) "Child Find" mean the identification of children with disabilities as defined by IDEA and the Defendants' IDEA State Plan
- (c) "child with a disability" shall mean a child with mental retardation, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (hereinafter referred to as emotional disturbance), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities and, who by reason thereof, is entitled by law to special education and related services.
- (d) "days" shall mean calendar days.
- (e) "Department" shall mean the Mississippi Department of Education.
- (f) "parent" shall mean any adult with primary responsibility for the care and protection of a child, who is not employed by a Mississippi public agency for that purpose.
- (g) "entry of this Decree" shall mean the signing of this decree by the Court.
- (h) "defendants" shall mean Dr. Henry Johnson, in his official capacity as Superintendent of the Mississippi Department of Education, Kenny Bush, Claude Hartley, Charles Deaton, Lavon Fluker-Reed, Rowan Taylor, Sondra Parker Caillavet, Frank Melton, Rosetta Richard, in their official capacities as members of the Mississippi State Board of Education.
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- (i) "IDEA" shall mean the Individuals with Disabilities Education Act, 20 U.S.C. § 1041 et seq. as amended now and in the future, and its implementing regulations, 34 C.F.R. § 300.1 et seq. as amended now and in the future.

- (j) "Defendants' IDEA State Plan" shall mean the plan required to be submitted by the Mississippi Department of Education to the United States Department of Education under the IDEA and which sets forth the State's education policies and procedures with respect to special education.
- (k) "IEP" shall mean the Individualized Educational Plan as defined by IDEA.
- (l) "Defendants' *Mattie T. Plan*" shall mean the plan delineated in Section III-VI of this Decree.
- (m) "local education agency" (hereinafter "LEA") shall mean a public board of education or other public authority legally constituted within the State of Mississippi for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district or other political subdivision of a State, or for such combination of school districts or counties as recognized in a State as an administrative agency for its public elementary or secondary schools, as defined by 34 C.F.R. § 300.18. The term also includes any public institution or agency having administrative control and direction over a public elementary or secondary school.
- (n) "Special Education" shall mean specially designed instruction, at no cost to parents, to meet the unique needs of a child with a disability, as defined by 34 C.F.R. § 300.26.
- (o) "SPED Process" shall mean the entire process by which a child is identified, evaluated, determined to be eligible and begins receiving special education services.

- (q) "Non-discriminatory assessment/evaluation procedures" shall mean the evaluation and reevaluation procedures as defined by IDEA and the Defendants' IDEA State Plan.
- (r) "Least Restrictive Environment" or LRE shall mean the educating of children with disabilities with children who are not disabled as defined by IDEA and the Defendants' IDEA State Plan.
- (s) "Defendants' IDEA State Plan" shall mean the policies and procedures enacted by the defendants pursuant to the requirements of the IDEA.
- (t) "EMR" shall mean educable mentally retarded and shall be defined in conformance with the Defendants' IDEA State Plan.
- (u) "SLD" shall mean specific learning disability as defined by IDEA and the Defendants' IDEA State Plan.
- (v) "OHI" shall mean other health impaired as defined by IDEA's implementing regulations, 34 C.F.R. § 300.7 (c) (9) and the Defendants' IDEA State Plan.
- (w) "SED" shall mean emotional disturbance as defined by IDEA's implementing regulations, 34 CFR § 300.7 (C) (4) and the Defendants' IDEA State Plan.

II. CONSULTANTS

4. By agreement of the parties, the defendants have retained via contract two consultants, Dr. Marilyn Friend of the University of North Carolina Greensboro and Dr. W. Alan Coulter of Louisiana State University. The duties of the consultants shall be as set forth in this Decree. Unless replaced consistent with the terms of this Decree, Dr. Friend shall continue to serve as a

consultant until Section V of this Decree is terminated or until Dr. Friend otherwise voluntarily chooses to end her role as a consultant under this Decree. Unless replaced consistent with the terms of this Decree, Dr. Coulter shall continue to serve as a consultant until Sections IV and VI are terminated or until Dr. Coulter otherwise voluntarily chooses to end his role as a consultant under this Decree.

5. The defendants shall provide both consultants with ongoing access to all information that is submitted to the defendants by LEAs and other public agencies under the requirements of IDEA, the defendants' State Plan, and this Decree. The defendants shall provide both consultants access to the Department's budgets, financial information, survey/studies, monitoring reports, policies, procedures, memos, directives pertaining to the provision of SPED to students with disabilities in Mississippi sufficient to enable the consultants to fully and effectively complete their assigned tasks and responsibilities. The defendants shall not be required to release or divulge any information that would not be subject to discovery under the Federal Rules of Civil Procedure.

6. If one of the parties believes that either or both of the consultants are not complying with his/her duties as set forth in this Decree, are in violation of the terms of their contracts, or other good cause exists, the parties shall meet within ten (10) working days to negotiate in good faith regarding the continued retention of the consultant(s). The parties may only choose another consultant by mutual agreement. If the parties are unable to reach agreement regarding a replacement for a consultant, the matter shall be submitted to the Court for resolution in accordance with paragraph 36 of this decree.

III. THE DEFENDANTS' "MATTIE T. PLAN"

7. The defendants, with the assistance of the consultants, shall devise a plan that addresses the implementation of the Child Find, Non-discriminatory Assessment/Evaluation Procedures, and Least Restrictive Environment provisions of the IDEA, the IDEA State Plan and this Decree, hereinafter referred to as the defendants' "Mattie T Plan."

8. Within thirty (30) days of the entry of this Decree, the parties and consultants shall meet to discuss the types of steps\activities that will be included in the Mattie T. Plan. Within ninety (90) days of the entry of this Decree, the defendants and consultants circulate a draft of the Mattie T. Plan to plaintiffs' counsel. Within five working days of receiving the draft Mattie T. Plan, plaintiffs' counsel shall submit written comments to the defendants and consultants. The Mattie T. Plan shall be completed after review and consideration of the plaintiffs' comments, however the terms of the Mattie T. Plan shall be left, at all times, to the discretion of the consultants and the defendants. Substantial revisions to the Mattie T. Plan shall be made only after consultations by the parties and the consultants. If the defendants and the consultants are unable to reach agreement on the Mattie T. Plan, the matter shall be submitted to the Court for resolution in conformance with Paragraph 36 of the Decree.

9. The defendants shall implement and require all LEAs to substantially comply with the Mattie T. Plan. The Defendants, with the assistance of the consultants, shall submit an annual report to the Court and the Plaintiffs reflecting the progress in implementing the Mattie T. Plan.

This report shall be issued by August 1st of each year.

IV. DEFENDANTS' MATTIE T. PLAN: CHILD FIND

10. The defendants' Mattie T. Plan shall address the identification of seriously emotionally disturbed (SED) and other health impaired (OHI) students by LEAs across

Mississippi and include specific steps\activities for increasing Mississippi's child find rates for SED and OHI students over a seven year period. While fixed, annual child find goals shall be an important part of the Mattie T. Plan, failure to achieve such goals shall not constitute a breach of the consent decree. The purpose of the Child Find provisions of the Mattie T. Plan shall be to enable the defendants to achieve the automatic partial termination of the Decree as set forth in paragraph 11 within seven years or sooner from the entry date of the Decree.

11. The provisions of this Decree applicable to Child Find shall be dismissed with prejudice when the defendants establish substantial compliance with the following condition:

The annual school year statewide Child Find rate for both SED students and OHI students is equal to or greater than seventy five (75) percent of the national average and substantial compliance is maintained during the following school year. The national average figures shall be calculated by Dr. Coulter using data from the 23rd Annual Report to Congress on the Implementation of the IDEA. Once established, the national average figures shall govern the provisions of this paragraph and shall remain fixed.

V. DEFENDANTS' MATTIE T. PLAN: LEAST RESTRICTIVE ENVIRONMENT

12. The defendants' Mattie T. Plan shall increase the percentage of students with disabilities in regular class settings and decrease the percentage of such students in self-contained class settings as required by the Least Restrictive Environment (LRE) provisions of the IDEA over a seven year period. This plan shall include specific steps and activities for increasing the State's Regular Education Class Settings rate for all students with disabilities. It shall also include specific steps and activities for decreasing the State's Self – Contained Class Settings rate for all students with disabilities. While fixed, annual goals shall be an important part of the Mattie T. Plan, failure to achieve such goals shall not constitute a breach of the consent decree. The purpose of the LRE provisions of the Mattie T. Plan shall be to enable the defendants to

achieve the automatic partial termination of the Decree as set forth in paragraph 14 within seven years or sooner from the entry date of the Decree.

13. Under the Mattie T. Plan, the defendants shall collect information sufficient to determine whether each LEA is placing its students with disabilities in the least restrictive environment. The defendants shall require every LEA to report the number of children by both disability and race in each educational service setting listed under IDEA and the defendants' IDEA State Plan. This information shall also include the number of children with disabilities in each LEA being served in:

(a) Regular Education Class Settings – students who spend less than twenty-one percent (21%) of the school day outside of the regular education classes and integrated nonacademic settings (eighty percent 80% of the school day in regular class and integrated nonacademic settings).

(b) Resource Class Settings - students who spend twenty- one to sixty percent (21-60 %) of the school day outside of regular education class settings and integrated nonacademic settings

(c) Self-contained \Separate Class Settings – students who spend more than sixty percent (60%) or more of the school day outside of regular education class settings and integrated nonacademic settings.

14. The provisions of this Decree applicable to the LRE for students with disabilities shall be dismissed with prejudice when the defendants establish substantial compliance with the following condition and thereafter maintain such substantial compliance for the following school year:

~~The statewide LRE rates for students with disabilities (except for students with speech impairments) shall improve as follows:~~

(A) The percentage of students with disabilities in Regular Education Class Settings as defined in Paragraph 13 shall increase from the current rate of twenty-seven percent (27 %) to thirty- two percent (32 %).

(B) The percentage of students with disabilities in Self-Contained Class Settings as defined in Paragraph 13 shall decrease from the current rate of twenty-nine percent (29 %) to twenty-four percent (24 %).

(C) As a means of ensuring that all students with disabilities benefit from the requirements of subparagraphs A and B above, the Regular Education Class Setting rate (as defined in Paragraph 13) for the following combined group of students with disabilities: students with Autism, Deaf-Blindness, Developmental Delay, Emotional Disturbance, Hearing Impairment, Mental Retardation, Multiple Disabilities, Orthopedic Impairment\Physically Disabled, Other Health Impaired, Traumatic Brain Injury, Visual Impairment, shall increase from the current rate of fifteen percent (15%) to eighteen percent (18%) within seven years. The combined percentage of such students in Self – Contained Class Settings (as defined in Paragraph 13) shall decrease from the current rate of forty- eight percent (48%) to forty-five percent (45%).

**VI. DEFENDANTS' MATTIE T. PLAN ; NON-DISCRIMINATORY
ASSESSMENT/EVALUATION PROCEDURES**

15. The defendants' Mattie T. Plan shall address the identification of African-American children as EMR and SLD by LEAs across Mississippi. The plan shall include specific steps/activities for implementing non-discriminatory assessment/evaluation procedures for African-American children as EMR and SLD over a seven year period. While fixed, annual child find goals shall be an important part of the Mattie T. Plan, failure to achieve such goals shall not constitute a breach of the consent decree. The purpose of the "disproportionality implementation plan" shall be to enable the defendants to achieve the automatic partial termination of the Decree as set forth in paragraph 20 within seven years or sooner of the entry date of the Decree.

16. ~~The defendants shall collect and analyze data from each LEA and other public agency~~
(as defined in IDEA and the defendants' IDEA State Plan) regarding the racial composition of the district's or agency's enrollment as a whole, its EMR enrollment and SLD enrollment.

17. The defendants shall also calculate separately each LEA's identification rate of white children (includes all non- African American students) as EMR and SLD (i.e., each LEA's total number of white EMR students divided by the district's total white enrollment and each LEA's total number of white SLD students divided by the LEA's total white enrollment).

18. The defendants shall also calculate separately each LEA's identification rate of African-American children as EMR and SLD (i.e., each LEA's total number of African- American EMR students divided by the LEA's total African-American enrollment and the LEA's total number of African-American SLD students divided by the LEA's total African-American enrollment).

19. The defendants shall calculate the difference between each LEA's African-American identification rates and its white (includes all non-African American students) identification rates for students who are classified as educable mentally retarded (EMR) and specific learning disability (SLD). This calculation shall be known as the LEA's EMR identification rate differential and SLD identification rate differential.

20. The provisions of this Decree applicable to disproportionality for students with disabilities shall be dismissed with prejudice when the defendants establish substantial compliance with the following conditions and thereafter maintain such substantial compliance for the following school year:

The non-discriminatory assessment/evaluation of children with disabilities shall improve as follows:

(A) Every LEA (except those specified in subparagraph 20(B) below) shall reduce its EMR identification rate differential to 1.15% or less.

(B) LEAs whose white student enrollment comprises four percent or less of its total student enrollment or whose white student enrollment is one hundred students or less shall be required to attain and maintain a district-wide EMR identification rate of 1.65% or less.

(C) Every LEA (except those specified in subparagraph 20(D) below) shall reduce its SLD identification rate differential to 1.85.

(D) LEAs whose white student enrollment comprises four percent of its total student enrollment or whose white student enrollment is twenty students or less shall be required to attain and maintain a district – wide SLD identification rate of 5.65% or less.

VII. TERMINATION OF THE 2003 CONSENT DECREE OR OTHER REMEDIES

21. If after seven years from the entry date of the Decree, the Defendants have not attained the Child Find, LRE, and/or Non-Discriminatory Assessment\Evaluation termination criteria set forth in Paragraphs 11, 14 and 20, a hearing shall be held with the Court. The Defendants shall present a plan that entails additional steps to be taken to achieve the termination criteria. The Court may recommend changes to the plan. The Defendants however shall not be required to submit a plan if they elect to prove at this hearing that they have fulfilled IDEA's requirements governing Child Find, LRE and Non-Discriminatory Assessment\Evaluation and are therefore still entitled to partial or full termination of the Decree.

The parties expressly agree that the failure of the Defendants to meet the termination criteria set forth in paragraphs 11, 14, and 20 shall not be deemed to be a breach of this Decree and contempt shall not be a remedy for enforcing Sections III-VI. The parties also expressly agree that during the first seven years after the entry of this Decree the Defendants shall not petition for full or partial termination unless they have attained the termination criteria established in Paragraphs 11, 14 and 20.

VIII. MEETINGS

22. If requested by either party, the parties and Consultants shall meet twice annually during the first two years of the decree and annually in years three through seven to review both the Defendants and LEAs progress in attaining the termination criteria established in the

Defendants Mattie T. Plan as well as the Defendants compliance with the remaining provisions of the Decree. Throughout the term of the Decree, either party may annually request in writing up to two additional meetings of the parties and consultants to discuss the implementation status of the Mattie T. Plan. The parties and consultants shall meet within thirty days of any request for an additional meeting.

IX. DIRECTIVES FROM THE SUPERINTENDENT

23. The Superintendent of the Mississippi Department of Education shall issue the following directives to local school superintendents statewide:

(a) A directive summarizing the provisions of the modified consent decree and the responsibility of every LEA to comply with the Decree's child find, least restrictive environment, and disproportionality standards. The notice shall specify that any failure to do so shall result in the imposition of sanctions as outlined in Section XI of this Decree.

(b) An annual directive reminding LEAs of their ongoing obligation to comply with the compliance objectives established in the implementation plans and that any failure to do so shall result in the imposition of sanctions as outlined in Section XI.

X. MONITORING

24. For the term of this Decree the defendants agree to use the Child Find, LRE, and Nondiscriminatory Assessment\Evaluation indicators as an integral part of the special education monitoring system including selection, on-site focus, verification of LEA data, and corrective actions. The defendants shall implement the current written monitoring and enforcement procedures in order to ensure LEAs' compliance with the child find, LRE, and non-discriminatory evaluation/placement requirements set forth in the defendants' Mattie T. Plan. A significant portion of the LEAs monitored each year shall be selected based on their respective rank order for one of the three priority areas. The Defendants shall utilize its monitoring system to sample and

verify the data of all LEAs prior to September 2010. Substantial revisions to the monitoring and enforcement system shall not be made without consultation by the parties and the consultants. If the Defendants and consultants are unable to agree on future substantial changes to the monitoring system, the matter shall be submitted to the Court for resolution in conformance with Paragraph 36 of the Decree.

25. The plaintiffs' counsel and the consultants shall be provided with all LEA monitoring reports within thirty (30) days of their completion as well as all LEA corrective action plans.

26. Each consultant(s) shall annually be permitted to accompany the defendants on five (5) LEA monitoring visits. The consultant(s) shall be free to choose the visits s/he wishes to attend. The consultants shall be provided access to plaintiffs' class members' educational records, educational settings, as well as access to LEA staff.

27. The plaintiffs' counsel shall retain the right to accompany the defendants on a total of five (5) monitoring visits annually and shall be free to choose the visits they wish to attend. The plaintiffs shall be provided access to plaintiffs' class members' educational records, educational settings as well as reasonable access to LEA staff not to interfere with the defendants' monitoring visit.

XI. VERIFICATION OF LEA DATA

28. The defendants and consultants shall jointly review LEA data between September 2010-March 2011 in order to verify the accuracy of the data submitted by the LEA's regarding Child Find, LRE and non-discriminatory evaluation/placement requirements; provided, however, that no monitoring of Child Find data shall be required if the sections of the Decree regarding child find have been terminated pursuant to paragraph 11; no monitoring of LRE data shall be required if the sections of the Decree regarding LRE have been terminated pursuant to paragraph

14; and no monitoring of Non-Discriminatory Assessment/ Evaluation requirements shall be required if the sections of the Decree regarding non-discriminatory evaluation/placement have been terminated pursuant to paragraph 20. The review shall consist of an examination of each LEA's special education data for the period September, 2008 to September, 2010, any monitoring reports, corrective actions, and follow-up reports, an analysis of any complaints or due process proceedings, and any other relevant information. In some instances, as determined by defendants and the consultant(s), an on-site visit to the LEA will be conducted to gather any additional needed information.

29. At the conclusion of the review set forth in paragraph 28, the defendants and consultants shall advise plaintiffs' counsel in writing of the following items:

- (a) whether the statewide Child Find rate meets the termination criteria set forth in paragraph 11;
- (b) whether the statewide LRE rate meets the termination criteria set forth in paragraph 14; and
- (c) which LEA's have met the Non-Discriminatory Assessment/Evaluation termination criteria set forth in paragraph 20.

30. The defendants shall promptly notify in writing prior to April 15, 2011, the superintendent of any LEA which has not met the targets for Child Find, LRE or Non-Discriminatory Assessment/Evaluation requirements set forth in paragraphs 11, 14, and 20. This written notice shall enunciate the following automatic procedures and sanctions:

- (a) The notified LEA shall have until June 15, 2011 to submit a "Plan of Rapid Compliance" (PRC) acceptable to the defendants with the goal of meeting the targets set forth above by December 31, 2011.

(b) If an LEA notified pursuant to paragraph (a) fails to submit a PRC acceptable to the defendants by June 15, 2011, mandatory and automatic sanctions shall be imposed in conformance with the current policies and procedures of the Mississippi State Board of Education.

(c) With or without a PRC, any LEA that it is not in compliance with the decree's requirements by December 31, 2011, shall have mandatory and automatic sanctions imposed in conformance with the current policies and procedures of the Mississippi State Board of Education.

The fact that the Department is taking actions called for in paragraphs 29 and 30 shall not be a reason continue the Decree if the Department has meet the termination requirements in paragraphs 11, 14, 20 or 21.

XII. RESOURCES

31. The defendants shall make an ongoing, good faith effort to obtain all resources necessary to ensure full implementation and compliance with this decree.

XIII. REPORTING

32. The defendants shall provide plaintiffs' counsel access to the following documents within ten business (10) days of its receipt or issuance by the defendants. Access shall include allowing Plaintiffs to copy any of the documents described herein at the Mississippi Department of Education:

- (a) All bulletins, directives, program instructions, training materials and correspondence, pertaining in any way to the implementation of this decree
- (b) All information provided to the consultants under Section II of this decree after one year from the entry of the Decree.
- (c) All data, information and correspondence collected and or disseminated under the term of this Decree.

36. If any of the parties have any questions or issues as to the terms or provisions of this decree, or the defendants' compliance with the decree's requirements, the parties shall first attempt to negotiate in good faith to resolve such issues between themselves. If the parties are unable to resolve such disputes, the parties shall present such disputes to this Court for resolution.

XV. DISMISSAL

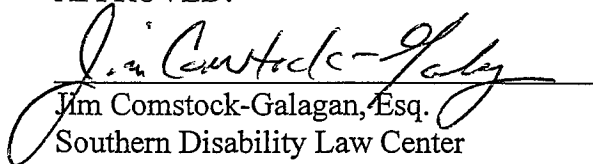
37. The parties agree that the Child Find, LRE and Non-Discriminatory Assessment\Evaluation provisions of this Decree shall be terminated in the manners provided in paragraphs 11, 14, and 20 respectively and each section may be terminated at separate times. Once the Child Find, LRE and Non-Discriminatory Assessment\Evaluation provisions are each terminated, the Decree will be considered to have been terminated as a whole with no provisions of the Decree remaining in force.

SO ORDERED, this the 23rd day of December, 2003.



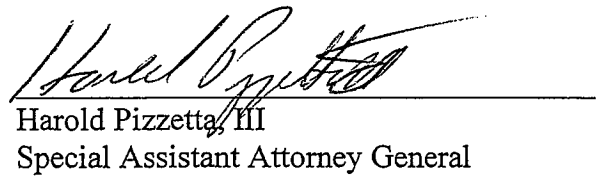
United States District Judge

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