

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

JOSE P., et al., :
 :
 Plaintiffs, :
 :
 -against- :
 :
 GORDON M. AMBACH, et al., :
 :
 Defendants. :
 :

-----X

UNITED CEREBRAL PALSY OF NEW :
 YORK CITY, INC., et al., : 79 C. 270
 : 79 C. 560
 Plaintiffs, : 79 C. 2562
 : (Nickerson, J.)
 -against- :
 :
 THE BOARD OF EDUCATION OF THE CITY :
 SCHOOL DISTRICT OF THE CITY OF :
 NEW YORK, et al., :
 :
 Defendants. : STIPULATION
 :
 -----X

DYRCIA S., et al., :
 :
 Plaintiffs, :
 :
 -against- :
 :
 THE BOARD OF EDUCATION OF THE CITY :
 SCHOOL DISTRICT OF THE CITY OF :
 NEW YORK, et al., :
 :
 Defendants. :
 :
 -----X

WHEREAS, paragraphs 7-15 of the Stipulation between
the parties, dated July 28, 1988 (the "July Stipulation"),

provides that city defendants shall develop a plan for a new school based model and shall present said model to the plaintiffs,

WHEREAS, city defendants in December 1988 transmitted a draft plan for a new school based model to the plaintiffs as well as to other individuals and groups in the educational community,

WHEREAS, plaintiffs raised certain objections and concerns regarding the plan, and the parties agree that extensive discussions and negotiations are necessary with respect to all the issues set forth in paragraphs 7-9 of the July Stipulation,

NOW THEREFORE, the plaintiffs and city defendants hereby stipulate as follows:

1. City defendants shall develop a plan for the new school-based model described in paragraphs 7-9 of the July Stipulation with extensive input from plaintiffs on all aspects and covering all stages of the plan. City defendants shall participate in weekly negotiating sessions with plaintiffs until a plan acceptable to all parties is completed. The parties shall use their best efforts to conclude said negotiations by July 31, 1989 and to provide for implementation of said plan by September 1, 1990.

Whether implementation in September 1990 shall be accomplished on an immediate system-wide basis or on a staged basis is a matter that shall be negotiated by the parties. As part of these negotiations, the parties agree to consider space needs of both staff and students.

2. Plaintiffs may retain the services of an educational consultant to advise them concerning the development and implementation of the plan. Such consultant shall be employed, and his or her reasonable fees and expenses shall be paid by city defendants, in the same manner as is set forth in regard to the consultant described in paragraph 17 of the Stipulation of June 8, 1983.

3. No later than November 1, 1989, city defendants shall provide plaintiffs plans for training and implementation of the school-based model.

4. Consistent with the provisions of paragraph one, the parties shall negotiate by April 30, 1989, an interim plan for allocating, effective September 1, 1989, all staff described in paragraph 1 of the July Stipulation on a full-time SBST basis as set forth in paragraph 8 of said Stipulation. Such interim plan shall provide for communication between SBST members with other school personnel to encourage coordination of services provided to children in the school to the extent reasonably feasible. No later

than February 1, 1989, city defendants shall provide to plaintiffs information concerning all personnel on staff as of October 10, 1988, in each pupil personnel and special education service category.

5. Any party may, at any time, on ten days written notice, declare negotiations concerning either the plan for the new school-based model or the interim plan at impasse and invoke the procedures set forth in paragraph 15 of the July Stipulation. It is explicitly understood that plaintiffs have not waived their right to bring appropriate proceedings based on a claim that city defendants' draft plan of December 1988 did not comply with the requirements of paragraphs 7-14 of the July Stipulation and city defendants reserve their right to oppose any such claim.

6. The parties shall continue to make a good faith effort to conclude the negotiations called for pursuant to paragraph 32 of the July Stipulation by June 30, 1989, except for those issues which cannot be negotiated prior to adoption of a plan for the new school based model.

7. The provisions of this Stipulation shall supercede any inconsistent provisions of the July Stipulation. Otherwise, all provisions of the July Stipulation, including, but not limited to, paragraphs 15c and 45, remain in full force and effect.

Dated: January 26, 1989

REBELL & KATZIVE
Attorneys for UCP Plaintiffs

By: Michael A. Rebell
Michael A. Rebell
260 Madison Avenue
New York, N.Y. 10016
(212) 213-1007

BROOKLYN LEGAL SERVICES B
Attorneys for Jose P. Plaintiffs

By: John C. Gray, Jr.
John C. Gray, Jr.,
105 Court Street
Brooklyn, N.Y. 11201
(718) 237-5500

PUERTO RICAN LEGAL DEFENSE
FUND, INC.
Attorneys for Dyrchia S.
Plaintiffs

By: Richard Rivera
Richard Rivera
99 Hudson Street
New York, N.Y. 10007

ADVOCATES FOR CHILDREN OF NEW
YORK, INC.
Attorneys for Jose P. Plaintiffs

By: Norma Rollins
Norma Rollins
24-16 Bridge Plaza South
Long Island City, N.Y. 11101
(718) 729-8866

CORPORATION COUNSEL OF THE
CITY OF NEW YORK
Attorney for City Defendants

By: Michael D. Young
Michael D. Young

SO ORDERED:

13
U.S.D.J.