

**Thank you for \$ for RENEW Oakland Mills**

James Schatz [jrschat@gmail.com]

**Sent:** Saturday, April 30, 2016 12:04 PM

**To:** CouncilMail; Kittleman, Allan

**Cc:** KATHRYN [jrschat@gmail.com]

**FILE COPY**

Thank you for funding the RENEW HOUSING project. I'm a 35 yr O.M. resident and we need funding for old broken down houses. Thanks

**HCPSS budget testimony**

lmarkovitz@comcast.net

**Sent:** Friday, April 29, 2016 4:09 PM**To:** CouncilMail

Dear Council Members,

Thank you for your hard work on the budget. In my testimony on Monday night, I referred to "Fixed charges" and pension costs. A big portion of this category is the projected needs for Self-insured health benefits, as you are aware. I have met with Paul Lemle and spoken to others involved with the budget, and realize, as I am sure you also do, that these amounts are consistently over-estimated. I know being self-insured, you have to be somewhat conservative, even with stop-gap insurance; however, look at past years, each and every time there is significant surplus left, like a slush fund to be spent elsewhere. It is over-estimated so that the appearance is made to need employee benefit funding and then have all that left over to spend elsewhere.

Please review this category carefully, and you will see why Executive Kittleman chose the amount he suggested for it. I know Mr. Lemle will be going over details of this with you, and I truly hope some agreement is reached. I am hopeful that the idea of putting these categories into the budget will direct some important spending items, and remove any possible mischaracterizations of your decisions not fully-funding classroom needs, and teachers' salaries, etc. I cannot tell you how many people I have heard express a desire for this very type of mandating, versus just a yes answer. I was also very pleased to hear Council Member Terrasa's questions about turnover and vacancy reductions to salary cost projections today.

Good luck with your work and the tedious task of going over all these monetary issues.

Sincerely,  
Lisa Markovitz

## **Support RENEW HOWARD project in county budget**

Barbara Russell [babsrussell@comcast.net]

**Sent:** Friday, April 29, 2016 3:03 AM

**To:** CouncilMail

Dear Council Members,

I am writing to ask that you support the County Executive's request for funds in the FY2017 Howard County Budget for the RENEW HOWARD loan program. This program will be a great help to those residents who live in homes that are in need of major repairs or general upkeep but who may not be able to pay for the entire cost without some financial help such as would be provided by this program.

RENEW HOWARD would not only benefit individual home owners but their communities -- such as Oakland Mills -- as well. RENEW HOWARD would have individual home owners, the county and lending institutions all working together for the benefit of all involved.

As someone who is living in a now 45 year old home on a retirement income I can tell you that home repairs and general upkeep are a financial challenge. Also, an older community such as Oakland Mills has a significant number of homes that currently are in need of repair and the RENEW HOWARD program would most likely benefit our village as well.

Thank you for considering my request.

Barbara L. Russell  
9474 Wandering Way  
Columbia, MD 21045

**Re: Annotated Testimony on HCPSS Capital and Operating Budget, as requested**

Doug Kornreich [kornreich@hotmail.com]

**Sent:** Thursday, April 28, 2016 7:00 PM**To:** CouncilMail**Attachments:** Exhibit E \_Transcript of m~1.pdf (698 KB)

Attached is the transcript of the meeting between the Howard County Delegation and the acting State Superintendent. Page 11 is the part where they discuss the level of review that the State Superintendent conducted of the contract.

Basically they conducted no review. "We don't receive the contract" says the State Superintendent.

The point is the State conducts virtually no supervision over the Board of Education despite its theoretical power to do so. It is up to you and the County Executive to use the available tools to conduct the appropriate checks and balances over the Board of Education.

Thanks,

Doug Kornreich

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**From:** Doug Kornreich <kornreich@hotmail.com>**Sent:** Thursday, April 28, 2016 3:32:05 PM**To:** councilmail@howardcountymd.gov**Subject:** Annotated Testimony on HCPSS Capital and Operating Budget, as requested

Dear Council members:

Thank you for allowing me to testify on Monday night in support of the County Executive's proposed operating budget for HCPSS. After I testified, you requested that I provide the testimony along with supporting documentation. I am sending that in this email. I am including my original testimony, and then adding explanatory comments and documents that support my assertions.

**Testimony of Douglas Kornreich – April 25, 2016**  
**In favor of the County Executive's Proposed Budget for HCPSS**

In my day job, I am a government contracts attorney who works in the areas of contract competitions, conflicts of interest, and outsourcing. The Superintendent with the cooperation of a majority of the School Board has been fleecing the taxpayers of Howard County over the past several years in diverting funds away from education and towards her cronies and towards her personal self-promotion. I applaud the County Executive's attempt to provide some supervision of the profligate spending by supporting classroom education but cutting the bloat of expenses from the central office.

1. Dr. Foose is a member (paid for by our tax dollars) of the District Management Council. This DMC is a for-profit entity. Although the superintendent is a member of this organization, the school system handed them a non-competitive contract for \$300,000 for a study of special education. And when that was not enough, DMC came back and was given another non-competitive \$100,000 contract to study

custodial services.

### **Supporting documentation**

#### ***Information on the District Management Council:***

*As background, here are three articles about the District Management Council and its efforts to fleece school systems nationwide -*

*"School Austerity Measures come to the suburbs" (See Exhibit A - attached)*

*"Cashing in on Special Needs Kids" ( <http://www.progressive.org/news/2015/10/188342/cashing-special-needs-kids> )*

*"Who's your Daddy? A superintendent or the District Management Council?" ( <http://www.brightlightsmallcity.com/whos-your-daddy-a-superintendent-or-the-district-management-council/> )*

#### ***Specifics about the Sole Source, noncompetitive contracts to DMC:***

*DMC was handed a non-competitive contract to conduct a special education audit for Howard County Schools for \$300,000. Meanwhile Montgomery County, MD, schools (a much larger district) conducted a competition, and awarded a contract for a Special Education Audit for only \$150,000. (See Exhibit B - Attached)*

*Montgomery County actually received a product that was made publicly available. Howard County taxpayers still have not been given whatever report was actually produced, including the response to Councilperson Terrasa's request.*

*DMC was given an additional non-competitive \$100,000 contract to study custodial services in 2014. (See Exhibit C - Attached)*

#### ***Specifics about the Membership in DMC:***

*The membership in DMC is specifically written into Dr. Foose's contract with HCPSS. I do not have a copy of the contract, but I would hope they would provide it to you upon request. I can try to locate a copy but it will take time.*

*The invoices (Exhibit D - Attached) were provided in response to a public information act request asking for invoices for Dr. Foose's DMC membership that is contained in her contract.*

2. Then there is Dr. Foose's relationship with Jeffrey Krew. Krew was Dr. Foose's personal attorney who negotiated her first contract with the school system. As soon as she got into office, she laid off the two attorneys who were salaried employees of the school system, only to replace them with her choice of Krew as outside counsel. He again switched sides to represent her against the Board of Education in negotiating her second contract earlier this year. In the first place, that was an obvious conflict of

interest. Second, not only have the legal bills skyrocketed, but the only ones giving legal advice to the school system are billing by the hour and are beholden to the Superintendent's goodwill. They are not employees tasked with doing the right thing. We can see the results of this in how the school system's public information act responses, mold issues and the lack of incentive to treat parents as partners in the special education world. Now we are paying over \$800,000 a year for legal services instead of \$200-300,000. The conflicts are everywhere, and the taxpayers are paying the price.

### Supporting documentation

*In 2011, the head of the Special Education Department, Patricia Daley, testified that the second in-house attorney, Dan Furman, who was dedicated to special education worked well and was a cost-effective way to handle the special education needs of the system.*

*See 2:28:30 of the video,*

<http://hcpsstv.new.swagit.com/videos/3578>

*Despite the Board having just determined it was more economical to use in house counsel, Dr. Foose ordered the Board to lay off the attorneys. The savings claimed in the article were clearly fraudulent as they did not expect to need zero legal services.*

<http://thedailyrecord.com/2012/09/25/howard-schools-expel-in-house-counsel/>

*Mr. Krew had not bid on or performed general legal work for HCPSS as can be seen from "Exhibit P-3" of this link:*

[http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/8LAKCB512CE0/\\$file/09%2008%202011%20Bids%20and%20Contracts%20BR.pdf](http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/8LAKCB512CE0/$file/09%2008%202011%20Bids%20and%20Contracts%20BR.pdf)

*Also note the selection committee in 2011 consisted of the in-house counsel, the director of purchasing, and a Board Member who also happened to be an attorney (Frank Aquino).*

*Upon Dr. Foose's hiring, her personal counsel, Mr. Krew, immediately bid to perform general legal work for HCPSS and was immediately selected. Note the selection committee consisted of no attorneys, no board members, and no procurement specialists. The committee consisted solely of people that directly reported to Dr. Foose.*

[http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/92FT4F758A2D/\\$file/12%2003%202012%20Bids%20and%20Contracts%20Addition%20BR.pdf](http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/92FT4F758A2D/$file/12%2003%202012%20Bids%20and%20Contracts%20Addition%20BR.pdf)

*Now our legal expenditures are approximately \$800,000 a year instead of the \$200,000 for two in-house attorneys immediately before Dr. Foose was hired.*

*Moreover this conflict did not end upon his getting a large share of the County's legal work. When Dr. Foose negotiated her second contract last year, Mr. Krew again switched sides to represent Dr. Foose against the school system in the negotiations. Clearly he is representing Dr. Foose's interests and she is rewarding him with unnecessarily large legal fees out of our tax dollars.*

3. Another example -- the unnecessary addition of MAP Testing, a test that at best is redundant and useless, but additionally diverts large dollar amounts to yet another sole-sourced for-profit company, again without competition.

*Dr. Foose brought the "Measures of Academic Progress (MAP)" Testing regime to Howard County. These tests are ostensibly administered to help teachers differentiate education. However, the results of them come back so late that they are no use to teachers actually teaching the children, and they are no use to teachers and principals trying to make placement decisions for the next school year. Moreover two weeks of instruction are lost to administering this series of tests which is IN ADDITION TO the required PARCC/MSA testing scheme. Seattle, a similarly sized school system (slightly over 50,000 students) spends approximately \$500,000 a year on MAP testing, I expect HCPSS spends a similar amount. And that does not even include the time wasted, extra test preparation time and loss of the use of media centers and other rooms set aside for the testing.*

*Moreover, the US Department of Education funded a study of the actual utility of MAP testing on student achievement in reading and found no benefit to its use:*

**"The results of the study indicate that the MAP program was implemented with moderate fidelity but that MAP teachers were not more likely than control group teachers to have applied differentiated instructional practices in their classes. Overall, the MAP program did not have a statistically significant impact on students' reading achievement in either grade 4 or grade 5." (this is the conclusion in the Executive summary, page xii)**

[http://ies.ed.gov/ncee/edlabs/regions/midwest/pdf/REL\\_20134000.pdf](http://ies.ed.gov/ncee/edlabs/regions/midwest/pdf/REL_20134000.pdf)

See, also, "15 reasons why the Seattle School District Should Shelve the MAP Test" ( <https://seattleducation2010.wordpress.com/2011/03/15/15-reasons-why-the-seattle-school-district-should-shelve-the-map%C2%AE-test%E2%80%9494asap/> )

4. Furthermore, Dr. Foose has spent taxpayer funds to curry favor with the Board of Education – for example by giving favored Board members trips to China. Ostensibly there was supposed to be some benefit to the school system by interacting with China, but she picked three Board Members to accompany her: Ann DeLacy, Ellen Flynn Giles and Frank Aquino. The selection of Aquino to accompany her was particularly egregious. He was selected to go on the trip after he already had announced he was not seeking re-election to the Board of Education. This trip was taken in November 2013, Aquino left the board immediately after returning as his term ended at the end of November 2013. It was clear that there was no proper purpose for his trip, Dr. Foose was apparently rewarding her supporters on the board. More recently the school system paid over \$5,000 a piece for Leadership Howard, which again serves no educational purpose, for preferred board members: Ann DeLacy, Ellen Giles, and Christine O'Connor. This is yet another example of Dr. Foose buying loyalty from select board members by rewarding them with taxpayer funds unrelated to the educational purposes of the Board of Education.

### Supporting documentation

"Supt. Foose, Board of Education Members to Visit China".( <http://patch.com/maryland/ellicottcity/supt-foose-board-of-education-members-to-visit-china> )

Frank Aquino's Linked in Profile -- showing he left the Board of Education in December 2014. ( <https://www.linkedin.com/in/fjaquino> )

5. When Dr. Foose's contact was renewed this year, the review of that contract was supposed to be done by the State Superintendent. However, he approved it without even reading the terms of the contract.

*I wanted to get this to you and I do not have Exhibit E in my possession, though I have seen it in the past. I am attempting to obtain it, but you can verify that there was no review of the terms of the contract by the state superintendent before he signed it by talking with Del. Warren Miller, Del. Frank Turner or other members of the Howard County Legislative Delegation who were present at the meeting with the State Superintendent. They has asked for the meeting to discuss the contract before the approval, but arrived at the meeting only to find that he had already signed it and did not even read its terms and conditions. I will forward the transcript in a separate email as soon as I receive it.*

*Exhibit E, (to follow), Transcript of meeting between the Howard County Delegation and the Acting State Superintendent.*

6. State law requires that the Board of Education get approval of the County Council to transfer items between major categories. See Md. EDUCATION Code Ann. § 5-105 (b) (Exhibit F, Attached). Specifically:

"(2) A transfer **between major categories** shall be made only with the approval of the county commissioners or county council."

#### Supporting documentation

*The Howard County Board of Education has ignored this law for several years, blithely moving money between categories without seeking approval by the County Council.*

*See Exhibit G, containing transfers between major categories over the past several fiscal years. To the best of my knowledge, those were never sent to the County Council for approval. Obviously you are in a better position to know how that process actually did or did not happen.*

7. Now we discover that on April 12, the Ethics Board found Ann DeLacy violated the school system ethics policy earlier this year by soliciting employees for funds over the school's email system -- yet the board took no action in response.

#### Supporting documentation

"Howard school board member defends use of staff email addresses for fundraising" ( <http://www.baltimoresun.com/news/maryland/howard/columbia/ph-ho-cf-delacy-fundraising-emails-0324-20160318-story.html> )

Ethics Board response, dated April 12, 2016 (Exhibit H, attached).

So with HCPSS, we have a purchasing system rife with cronyism, conflicts of interest, and no meaningful checks and balances on their day to day activities. The County Executive is trying to use the available



tools to protect education, while at the same time reining in this corrupt behavior. Please support his efforts to do just that, and please use all the tools at your disposal to require budget compliance as well.

Thank you.

Douglas Kornreich

Transcription of Meeting between members of the Howard County Delegation and Dr. Jack Smith, acting Maryland Superintendent of Schools.

February 24, 2016

Source: Audio file from Delegate Warren Miller, recording at the meeting. Transcribed by Lisa Markovitz (as best as could be heard).

WM: Delegate Warren Miller

JS: Jack Smith

SP: Delegate Shane Pendergrass

EE: Delegate Eric Ebersole

TH: Delegate Terri Hill

FT: Delegate Frank Turner

TK: Delegate Trent Kittleman

GG: Senator Guy Guzzone

WM: Okay, so to start with some, some history. We have a very active community in Howard County; people are very concerned about the schools. I would say it's the number one reason people live...move to Howard County. They want great schools for their kids, and over the last several years, it's come to light that there are some serious maintenance issues predominately with roofs in our schools. The Board of Public Works has been aware of this since at least 2009, if not before that. My concern, the constituents' concerns kind of focus around, we are a wealthy county, we get a lot of money from the state, we don't, my constituents feel the schools are not being maintained in a standard that should exist in the schools in Maryland. We think the budgeting for it is not been properly approached. Their concerns are because these same constituents started with the School Superintendent and the School Board. In those concerns were not heard. So at that point we started hearing it, and I think I can speak for everyone here, that we've all been contacted with various concerns, various issues some of it has to do with the openness of the board and the way they're conducting their business with the Superintendent. Some of it has to do with the way the Superintendent is conducting herself. Recently, we had lots of concerns lots of people

contacted us, for her contract renewal it was very hard for the average citizen to walk into the boardroom and listen to the proceedings for the contract renewal. So, at that I am going to kind of stop but I want you to hear that. I don't really have a question for you, but that's part of this. I'm sure there will be some questions up at this point, if any other member wants to ask questions or comment, or if you want to respond to what I've said you're welcome to.

JS: Well, I would have no specific response to what you shared because I have no first-hand knowledge or no..

WM: Right, well that's part of the....

JS: . of any of what you shared with me, and you know in terms of receiving any information, uh, through any system that the State Superintendent's involvement I've certainly not.... I see, and so I have heard discussions about rumors and other things in that role, and ....those who.... I seek responsibility ... but as far as any first-hand knowledge I have not....

TK: What would be the superintendent's role in a situation like this if any? Is it completely within the county? Or if there are issues, the state Superintendent takes any role at all?

JS: The state Superintendent's role, in terms of the approval of the appointment or reappointment of the local Superintendent is focused on and limited to the verification of credentials, and so that's really what the role is and is identified as yes this person is qualified and appropriately credentialed to hold this job.

TK: Would this, your office, wouldn't get involved in any other issues?

JS: Not around the appointment or reappointment of the Superintendent in the matters of those shared with me so far.

TK: Or over the contract term?

JS: It's, there are um, rules around the removal of a Superintendent and so I can certainly send those to the AG's office, which is a different issue than those we are discussing here.

TK: Thank you.

JS: So, we'll provide those if you would like.

TK: Yes, thank you.

WM: Have you ever been in a position, or to your knowledge has the state ever denied the renewal of a contract for a Superintendent.

JS: To my knowledge denied the renewal? No.

WM: Or the contract from the start?

JS: ..... The denial of the appointment before or the consideration for appointment based on a credentialing and typically that happens during the search process, so that they, someone ensures that the person has the credentials they're supposed to have before their name gets a finalist or as a selected candidate.

WM: and the other item I did want to bring up but forgot to list in the opening, my understanding I don't have anywhere to verify this, that her contract was renewed or was approved last Friday.

JS: I did send the letter at the end of last week, or the beginning of this week saying that her credentials were in order.

WM: Can we request a copy of that letter?

JS: Absolutely.

WM: Okay.

GG: Is that a statutory authority regarding the credentialing part?

JS: Yes

FT: I have a lot of issues to bring up but I see no purpose of bringing them up just to.... since, you know, the contract has been approved. I mean, I could go through letter-by-letter which has cumulated people are upset.... they also indicate they sent to you, which you are probably ...aware, what's going on in the County.

JS: I have received letters from citizens in Howard County and what I've been sharing with them is my role is to ensure that the credentials are in order for reappointment.

SP: Does anything trigger a concern on the part of the Superintendent of the State, when these kinds of issues are bubbling up? I would think that it reflects on the whole State when we have a problem and that there might be some role for the State to be in consultation with someone at the County levels. Do you have any role at all in what goes on in the counties?

JS: There are, as I said before, rules around the removal of the Superintendent or specific criteria and so if charges were brought forward in that way, then I would have a role in that.

SP: So you have no role in reaching out or sort of getting involved unless something formal is brought to you as a sort of a quasi-judicial kind of an issue?

JS: Well certainly we would share with, uh, county if we received information that we believe or were aware that they did not have, absolutely, which happens occasionally. I receive a letter and it is clear the local school system has no knowledge of it because they need to be aware of the issues or whatever is being identified so they can work on that, and then we can consult with all 24 school systems around anything that we believe is a matter of concern or they believe is a matter of concern, around curriculum, instructions, assessment, school facilities...

SP: Public health

JS: Yes

SP: Quality, issues, you've not been involved in that in any way is that correct?

JS: I'm sorry?

SP: You've not been involved in that in any way have you?

JS: For Howard County?

SP: Correct.

JS: There's been no..request....

SP: Even though you've heard this, I mean you mention that you've been aware of these problems when serving on the IAC committee.

JS: What I'm aware of the IAC is, what the current State of the maintenance is, and if send you the maintenance reports, the most recent ones, then you can see how ... as well as the other ones, and that's the nature of that discussion. The challenge always is, for a state like Maryland, the balance between state oversight and local authority and local control, and that's always an on-going question in this state, about what this local school board and local school system and their responsibilities versus the responsibility of the state and the General Assembly often takes sides and takes different positions on..

SP: mmmhmm, it seems like hands off is the position right now, pretty much unless something comes directly to you.

JS: Well, it depends on the topic and what it is. It depends on the topic. There are a lot of rules in this state of Maryland around all sorts of topics where the state clearly has a clear oversight obligation and so if, if a school system for example is violating special education law then that comes right around state department of education is very not hands off. So, it just

depends on the topic and how it's brought forward, and there are some questions of local control over versus state control and questions of you know a fair and open process and that would be also a....

SP: A fair and open process is an issue to you?

JS: It's a concern for every single American gets a fair and open process around anything that's brought forward to anyone on any issue about any person or situation.

SP: So, had you heard any complaints about fair and open process within Howard County? Has any of this come to you?

JS: I ... had letters from individuals that are were concerned about the school board and that the school board has its own authority and responsibility and that it's really an issue for the local school board first, to address.

SP: So you have oversight, but you haven't felt that they've overstepped to a point that you needed to step in and have a conversation?

JS: I didn't say I had oversight. What I said is that it is an issue of the local school board and their decision to reappoint and work within the contract versus..

SP: I'm not saying the contract; I'm talking about public process.

JS: I understand.

SP: Public access, open, and I thought you said that you did have oversight, so that's what I'm confused.

JS: It depends on the topic and what is, I'll be happy to send it to you; I'll send you what the State Superintendent's parameters are in the operation of....

SP: If it has anything to do with open process, would be good.

JS: Okay, absolutely.

SP: Thank you.

JS: So, I..

FT : If it's an issue involving the open meetings act or the law and there was a violation alleged violation to that wouldn't the compliance board open meeting compliance board..have any way to look at that or ...

JS: The State Superintendent would not have any involvement in the open meetings compliance board would have that authority to come back and respond to whatever made the complaint or whatever, who the people are in control. This is what we found in our examination of this compliance.

TH: Hi, thanks for meeting with us. I was looking at the code, and I noticed that when it comes to your ability to remove the Superintendent from office, it lists immorality, misconduct in office, insubordination, and competency or willful neglect of duty. I presume that those would be the same criteria by which you would be able to not approve a reappointment, because there's some initial criteria you mentioned on the eligibility of certificate, did they graduate from accredited college, 2 years of graduate work and the,, it also says you have the right to approve just generally. All right, so what would constitute willful neglect of duty or incompetence?

JS: In my discussions with the attorney general, two separate issues, the removal versus the approval of appointment or reappointment and the approval the precedent and we focus in this state has been that the State is not involved in the reappointment of the Superintendent beyond the credentials, are the credentials of the first three criteria that you just read, that if it moves to the removal of the superintendent that an entirely different section, and that's what I am going to send you .. Information on around that...

TH: So, do you have, can you give me, give us just an idea; what would constitute willful neglect of duty?



JS: ...of the Superintendent? No, I really can't without thinking more about that. .I.,

TH: The reason I am asking is that one of the, when I spoke with the AG's office, several months ago, because we had been hearing complaints all up and down the school system of an atmosphere of intimidation where people felt that they could not speak up or act on the interests of the students which is obviously, the interests that we are most concerned about, um, like I said, went from para educators, teachers, administrators, and frankly people in central office, and we were hearing that the respect and responding to the freedom of information act requests and all of this because there was a lack of accountability for the other responsibilities, and in my concern was that you know, so I asked AG's office who controls the Superintendent and they said well the local School Board and I said, well what if the local school board isn't doing this right? Who controls them? The Superintendent, and so the question was what does the State Superintendent and what can the State Board do? And apparently the State Board can do very little, but the Superintendent can, so I would try to figure out what is, and in what extreme situation do you or someone in your office, act to say this is dangerous, this is not what we would have people do, this person is not doing their job? I just don't understand maybe we didn't reset that level, but since no one seems to be able to tell me what that level is, it's kind of hard, so we have a Superintendent, I'm not saying we do now, but we have a system, a Superintendent where we go from being number 1, number 2, top five system in the country within 5 years, teachers are leaving, people don't want to apply and we're failing our students, will that be willful neglect? I don't know what constitutes willful neglect of duty?

JS: Well, I think what you should all understand is that all the variables, all the pieces of any situation in law, a unique circumstance, matter, and so for me to provide conjecture to you would be wholly inappropriate for me to do that. If there were a case in front of me whereby I, a responsibility to take action, I would look at that, listen very carefully, according to the laws of the state of Maryland. I would look through it and all the requirements and use my professional judgment and legal advice and all of the other

factors that are in there, and then I would have to make a decision, but for me to provide a theoretical response that is very difficult as you would know as lawmakers to do that.

TH: And you're not aware historically of any situation where a Superintendent has acted that way, where there is a case in Maryland where something was so egregious that a State Superintendent acted?

JS: Not in the last ten years or so. I have not seen anything like that. I've been engaged with some local Superintendent and now the state for about ten years and I haven't seen a situation.....

TH: Can you tell me what the complaint process is? Because it wasn't even clear to me if we're having an issue who we complain to and how we go about filing the complaint. Who has standing to file the complaint?

JS: I think the first complaint always goes to the local Board who should know about everything and it does start from there, then it goes along whatever track or path that is laid out, and so I'd be happy to send that to you in writing. So that the entire Delegation for Howard County has that in writing, in terms of how that would go about.

TH: And so does the State Board have any control at all over local Board. I believe they don't. Is that true that they really don't have any?

JS: The State Board can make sudden judgments about local Boards and take some actions, and I can also send that to you in writing so that you have that very clearly laid out.

TH: Thank you.

WM: So shifting gears a little bit. I want to walk through a scenario that happened in Howard County. We had a parent of a special needs child that was involved in a statewide group that requested a report that was funded by the County. Montgomery County and Frederick County did the same special needs assessment. They posted, they redacted personal information, they posted 95 of that report on their website. So, there's not

question about access. But in Howard County this individual for this group, requested the report for this group and was given the run around. What she finally had gotten was a heavily redacted, out of a 70 or 80 page report, a heavily redacted document, mostly blank pages. Her remedy under the Public Information Act was to go to court. She did. She got an inexperienced lawyer. She went to court in Howard County. From the beginning, the lawyer, the Superintendent hired, so this is an inside counsel, this is somebody they're paying a large sum of money to, asked for sanctions from the Judge and sanctions were received. So, we tried to deal with one bill, the Public Information requests, we're going to go back and look at all the requests from the time she's been there, the Superintendent, and try to determine if requests were denied properly or improperly, but there's got to be something the state can look at in regards to number one, spending large sums of money on contract lawyers to try to have a chilling effect on our citizens requests for open information. I think we all want open information and also the process, the way she was treated. It's one thing to go to court and lose. It's another to have sanctions placed against you, and I think it is a chilling effect for any other parent in Howard County or any other citizen that wants to find out information. They're going to think twice before they go to the Court now, which is their given remedy. So, if you have any thoughts, or reactions to that, I would appreciate hearing them.

JS: Well, I certainly think that public information requests are very important. The document you described, if it was created in and provided in that system, it is a public document. School System documents are public documents. So, that's what I would say to you.

WM: So would there be a basis for a complaint to the State Board about the way the county or the Superintendent handled this request?

JS: There's a basis for any complaint. It just needs to follow the right process.

WM: What remedy would you be able to offer?

JS: I don't know until I see it, ... and I don't know if it's under my purview or the State Board's purview. It all depends on the facts of the case always. Those are.. that's the important part of it, and that's why I'm completely unable, it would be unreasonable for me to...

WM: And again, we're just having an open conversation. We're not going to take you to court because you misrepresented something; we're just trying to learn from both your experience and by having you here. Anybody else?

TH: My question will be when you're reviewing the contract for renewal for initial hiring and you, let's talk about this specific case, when you received letters asking for you to move forward to renewal or not, what response did you consider the letters, did you launch an investigation, was there a discussion with the School Board? Was there discussion with the Superintendent? Was there any acknowledgment that you had gotten the letters, let's have a discussion? What is this about, in making the decision, or did you go, not criteria that I should be looking at and set it aside?

**JS: First of all, we don't receive the contract. We receive a letter, usually one or two paragraphs that said from the local Board of Education says we have voted to appoint or reappoint this person and we're requesting your approval to that, which we immediately then do a credential check and send back a very short letter that says this candidate meets the credential requirements for this job.** So, in terms of the contract, that's what we do. In terms of individual letters or circumstances if something comes in that would cause me to step back and say you know, this needs a look, I would just take another look at that point, but ultimately it's the local Board's responsibility to identify and contract with the Superintendent and that's what needs to happen in the state of Maryland and its construct, but there are avenues as with everything in the state of Maryland, and hopefully, everything in this country, to pursue concerns and convince of the specific issues in the concern as to what route it takes in the state.

SP: Is there anywhere in the law either state or possibly difference in the local, the relationship between the Superintendent and the School Board and how the School Board functions. It didn't really come to my attention

or my mind until recently, that the structure even though we elect a School Board, it's more like a corporate board of directors that hires the CEO, the Superintendent, and pretty much they have very, they don't have individual staff, but they're like a board of directors that sort of overlooks what the Superintendent is doing, which is decidedly different from what I, perhaps because I am a Legislator, would perceive the School Board as sort of being a kind of go-between, between the parents and the School Board, and I just don't know if there's something that describes this relationships in the law.

JS: There are descriptions in the law of the School Board's role and I can send those to you, that typically, a quasi-judicial role, they have a legislative role to enact policy and they have a fiduciary role and those are the three roles and part of that overall role is to work directly with their Superintendent and the leadership of their system and analyzing and evaluating what's happening in each of those areas.

SP: There's no comment about their relationship with the community in that?

JS: That's the relationship of the Superintendent, it's also the relationship with the community that they have relationships corresponding to the community about legislation, about policy issues, which then lead to operational issue because operations flows out of policy and then certain of the cross-sections overall would lead into the end result role issues or complaints that come into the local School Board and that's very clear how it goes in the state of Maryland to the Superintendent to the School Board to the state's School Board to the courts.

FT: So, you don't see, when you make that decision on the contract, anything that happens prior to that decision how it took place, the venue it took place in, whatever people were able to testify for the, on behalf of the Superintendent or against the Superintendent, that's not really your concern, right? Right?

JS: What I would say is, I was, the State Superintendent of Maryland in the current structure, receives a letter from the local School Board, the

appointing authority, and asks for approval of the person's credentials. That's the stint of that experience in Maryland. In terms of getting engagement with the School Board over its other credentials in place...

FT: So as long as I have my degree, and, 2 years, of what, 2 years of advanced degrees, the only thing you do is say he's qualified, bam, rubberstamp it and send it back.

JS: That has been the focus on the system in Maryland.

FT: Do you think that there is a flaw with that? You simply, why do we even need for you to do that? I mean if you're not do nothing but rubber stamp something. There's nothing. There's no purpose for you doing what you're doing.

JS: Well, I think it's an ongoing question of local authority versus state oversight, and that's how much in that continuum there should be. I mean, to turn that question around, you certainly would not want a State Superintendent not to approve a local board's choice if there is widespread agreement with that person, in the school system and on the local Board. I mean, it's all a balance and a continuum between state oversight and local autonomy and local authority, and that's something that Maryland, historically and consistently struggles with.

FT: So I don't see that as much oversight, I would say. I don't want to debate that with you, but...

JS: I understand.

FS: If that's all I can do is say OK. He's got the necessary degrees. Fine. I rubberstamp; I hit the stamp. I mean, that's from my perspective.

EE Relevant to Delegate Hill's question though, the vetting takes place as far as qualifications go, but there's a number of issues that...well, but there's a number of issues that...a number of criterion or behaviors or actions that would also be reason not to reapprove – the ones that she labeled. Is there any vetting done to make sure that the current

Superintendent or the incoming one, especially the current one, hasn't engaged in any of those kind of activities or those kind of actions.

JS: So if I understand your question correctly, you're asking me should the state look at those five areas and say before the person's appointed or reappointed, is there any reason to believe that the person is engaging in...

EE: It is the same thing you do for qualifications and look back at them, at the record...

JS: It's a bit of a broken record, but I would say that's the local Board of Education's responsibility in the way Maryland is structured to look at those things. Because if they want to remove the Superintendent, that's what they would look for. By the way, that's the same law for a teacher, a principal, or anybody in the state of Maryland. Those are the five areas that you look at when you have responsibility for an educator in this state.

EE: The document you have right there, that refers specifically to State Superintendent?

JS: Yes it's the same areas if you want to remove a teacher, if you want to remove a principal.

TH: So, traditionally, but are you saying that you don't think that you even have authority to review those, I mean...

JS: Clearly there's no precedent for looking at that.

TH: No precedent is not the same as no authority.

JS: Well, I don't think you have authority to look at something when the precedent has firmly been set in the interpretation of the law.

TH: Let me ask you this. So you're going to approve the criterion. Now, when you receive letters from constituents, either for or against, are you saying that because all you're doing, in this case, all you did was check the credentials, and made sure that was valid. What happens to the letters that

you received? Did you do an investigation? Was anything done with the letters saying that we have an issue with the board's decision to reappoint?

JS: I read all the letters I receive. We file them. If something in it causes me to believe that there is an area that I need to ask one of the divisions at NSBE to respond to, then we do that.

TH: So that would be back to Delegate Ebersole's point. Those issues would not fall under...so, if you are not looking at those other criteria, and saying have they met these standards, or what would you be referring now to divisions to look into.

JS: If, for example, someone writes to me and says, there is a serious violation in special education law. There is, we looked into, something to do with assessment, and this school system or this superintendent or this principal is violating an assessment law. There are very clear pathways for all of the areas, and that's what allows the local board and the state to work at least in some level of balance with one another. There are very clear pathways in the state of Maryland as to what you respond to as a statement. So, what I responded to the people who've written here, what the process is responding to them now is, this is my area of responsibility, credentials, in this area, and so that's what I looked at, and if the local Board questioned, and I referred them back to the local Board.

TH: Okay, for instance, in a letter that says the following issues need to be looked at – transparency, suspension rates, disrespect to parents, bullying being handled led to suicide, mold, bullying, accountability on how money was spent over testing student's responsiveness, parent's requests special education. None of those trigger, wait a minute, accountability on how money was spent, should we see if that's being followed corrected before we sign off on this? That didn't get referred to anybody?

JS: That's what the local board should look at. That's the local Board's responsibility.

TH: But you said that there are sometimes that you would then refer...



JS: If it's said that X person stole \$10 million dollars, then I would have a responsibility to refer that to the Attorney General's office. On the spot, and I would.

SP?: So you're saying that essentially only lawyers can write something to you that you can respond to. I mean that's what I'm hearing. Because you're saying that it has to be couched in a way that it looks like a clear violation rather than looking at something and saying, these facts actually could or might constitute a clear violation. You're not doing that analysis?

JS: What I'm saying is specific versus general. If there is a specific, on this date, this person spent this money inappropriately, I have an obligation to refer back to the local school system, and refer to the attorney general's office in terms of thinking about what happens with state money.

EE: You're pretty certain public information wouldn't be one of those things that would...

JS: Public information has a very clear path in the state of Maryland, and the state's super does not engage in public information violations.

FT: Thank you very much. Thank you. Thank you.

WM: One last question. So, I do know there are also concerns delegate Turner had them, about no-bid contracts, and I'm wondering how the state school system feels about local boards and Superintendents purchasing things without having competitive bidding? And we're not talking small things we're talking large things. So for example they hired Gallup to do polling. And that was a no-bid contract no other polling firm was able to bid on those services. I'm assuming some of the attorneys they've hired have been no-bid contracts. They haven't gone out and contracted for attorney services. They just entered into contracts with individuals. So my curiosity is does that rise to the level of something where if we share this, that specific information about those no-bid contracts, would that concern you?

JS: It would concern me in terms of sharing the information. Then what I will do is look at what the avenue or pathway is for that sort of complaint

or concern, and then I would activate that pathway or that avenue, So, I can certainly look into that and then turn that information over to you..

WM: I will work with Delegate Turner, and you'll have a letter shortly identifying our concerns about certain contracts, the way they were awarded. We believe there was no competition for those services so you'll be getting that...

WM: Thank you very much for your time. Very helpful.

**Annotated Testimony on HCPSS Capital and Operating Budget, as requested**

Doug Kornreich [kornreich@hotmail.com]

**Sent:** Thursday, April 28, 2016 3:32 PM**To:** CouncilMail**Attachments:** Exhibit A - School Austeri~1.pdf (610 KB) ; Exhibit B - sole\_source\_s~1.pdf (1 MB) ; Exhibit C - DMC\_contract\_1~1.pdf (21 KB) ; Exhibit D - DMC\_membership~1.pdf (1 MB) ; Exhibit F - Md education c~1.pdf (38 KB) ; Exhibit G - categorical\_tr~1.pdf (2 MB) ; Exhibit H DeLacy\_ethics.pdf (552 KB) ; Exhibit H DeLacy\_ethics.pdf (552 KB)

Dear Council members:

Thank you for allowing me to testify on Monday night in support of the County Executive's proposed operating budget for HCPSS. After I testified, you requested that I provide the testimony along with supporting documentation. I am sending that in this email. I am including my original testimony, and then adding explanatory comments and documents that support my assertions.

**Testimony of Douglas Kornreich – April 25, 2016**  
**In favor of the County Executive's Proposed Budget for HCPSS**

In my day job, I am a government contracts attorney who works in the areas of contract competitions, conflicts of interest, and outsourcing. The Superintendent with the cooperation of a majority of the School Board has been fleecing the taxpayers of Howard County over the past several years in diverting funds away from education and towards her cronies and towards her personal self-promotion. I applaud the County Executive's attempt to provide some supervision of the profligate spending by supporting classroom education but cutting the bloat of expenses from the central office.

1. Dr. Foose is a member (paid for by our tax dollars) of the District Management Council. This DMC is a for-profit entity. Although the superintendent is a member of this organization, the school system handed them a non-competitive contract for \$300,000 for a study of special education. And when that was not enough, DMC came back and was given another non-competitive \$100,000 contract to study custodial services.

**Supporting documentation*****Information on the District Management Council:***

*As background, here are three articles about the District Management Council and its efforts to fleece school systems nationwide -*

*"School Austerity Measures come to the suburbs" (See Exhibit A - attached)*

*"Cashing in on Special Needs Kids" ( <http://www.progressive.org/news/2015/10/188342/cashing-special-needs-kids> )*

*"Who's your Daddy? A superintendent or the District Management Council?" ( <http://www.brightlightsmallcity.com/whos-your-daddy-a-superintendent-or-the-district-management-council/> )*

***Specifics about the Sole Source, noncompetitive contracts to DMC:***

*DMC was handed a non-competitive contract to conduct a special education audit for Howard County Schools for \$300,000. Meanwhile Montgomery County, MD, schools (a much larger district) conducted a competition, and awarded a contract for a Special Education Audit for only \$150,000. (See Exhibit B - Attached)*

*Montgomery County actually received a product that was made publicly available. Howard County taxpayers still have not been given whatever report was actually produced, including the response to Councilperson Terrasa's request.*

*DMC was given an additional non-competitive \$100,000 contract to study custodial services in 2014. (See Exhibit C - Attached)*

***Specifics about the Membership in DMC:***

*The membership in DMC is specifically written into Dr. Foose's contract with HCPSS. I do not have a copy of the contract, but I would hope they would provide it to you upon request. I can try to locate a copy but it will take time.*

*The invoices (Exhibit D - Attached) were provided in response to a public information act request asking for invoices for Dr. Foose's DMC membership that is contained in her contract.*

2. Then there is Dr. Foose's relationship with Jeffrey Krew. Krew was Dr. Foose's personal attorney who negotiated her first contract with the school system. As soon as she got into office, she laid off the two attorneys who were salaried employees of the school system, only to replace them with her choice of Krew as outside counsel. He again switched sides to represent her against the Board of Education in negotiating her second contract earlier this year. In the first place, that was an obvious conflict of interest. Second, not only have the legal bills skyrocketed, but the only ones giving legal advice to the school system are billing by the hour and are beholden to the Superintendent's goodwill. They are not employees tasked with doing the right thing. We can see the results of this in how the school system's public information act responses, mold issues and the lack of incentive to treat parents as partners in the special education world. Now we are paying over \$800,000 a year for legal services instead of \$200-300,000. The conflicts are everywhere, and the taxpayers are paying the price.

***Supporting documentation***

*In 2011, the head of the Special Education Department, Patricia Daley, testified that the second in-house attorney, Dan Furman, who was dedicated to special education worked well and was a cost-effective way to handle the special education needs of the system.*

*See 2:28:30 of the video,*

<http://hcpsstv.new.swagit.com/videos/3578>

*Despite the Board having just determined it was more economical to use in house counsel, Dr. Foose ordered the Board to lay off the attorneys. The savings claimed in the article were clearly fraudulent as they did not expect to need zero legal services.*

<http://thedailyrecord.com/2012/09/25/howard-schools-expel-in-house-counsel/>

Mr. Krew had not bid on or performed general legal work for HCPSS as can be seen from "Exhibit P-3" of this link:

[http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/8LAKCB512CE0/\\$file/09%2008%202011%20Bids%20and%20Contracts%20BR.pdf](http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/8LAKCB512CE0/$file/09%2008%202011%20Bids%20and%20Contracts%20BR.pdf)

Also note the selection committee in 2011 consisted of the in-house counsel, the director of purchasing, and a Board Member who also happened to be an attorney (Frank Aquino).

Upon Dr. Foose's hiring, her personal counsel, Mr. Krew, immediately bid to perform general legal work for HCPSS and was immediately selected. Note the selection committee consisted of no attorneys, no board members, and no procurement specialists. The committee consisted solely of people that directly reported to Dr. Foose.

[http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/92FT4F758A2D/\\$file/12%2003%202012%20Bids%20and%20Contracts%20Addition%20BR.pdf](http://www.boarddocs.com/mabe/hcpsmd/Board.nsf/files/92FT4F758A2D/$file/12%2003%202012%20Bids%20and%20Contracts%20Addition%20BR.pdf)

Now our legal expenditures are approximately \$800,000 a year instead of the \$200,000 for two in-house attorneys immediately before Dr. Foose was hired.

Moreover this conflict did not end upon his getting a large share of the County's legal work. When Dr. Foose negotiated her second contract last year, Mr. Krew again switched sides to represent Dr. Foose against the school system in the negotiations. Clearly he is representing Dr. Foose's interests and she is rewarding him with unnecessarily large legal fees out of our tax dollars.

3. Another example -- the unnecessary addition of MAP Testing, a test that at best is redundant and useless, but additionally diverts large dollar amounts to yet another sole-sourced for-profit company, again without competition.

*Dr. Foose brought the "Measures of Academic Progress (MAP)" Testing regime to Howard County. These tests are ostensibly administered to help teachers differentiate education. However, the results of them come back so late that they are no use to teachers actually teaching the children, and they are no use to teachers and principals trying to make placement decisions for the next school year. Moreover two weeks of instruction are lost to administering this series of tests which is IN ADDITION TO the required PARCC/MSA testing scheme. Seattle, a similarly sized school system (slightly over 50,000 students) spends approximately \$500,000 a year on MAP testing, I expect HCPSS spends a similar amount. And that does not even include the time wasted, extra test preparation time and loss of the use of media centers and other rooms set aside for the testing.*

*Moreover, the US Department of Education funded a study of the actual utility of MAP testing on student achievement in reading and found no benefit to its use:*

**"The results of the study indicate that the MAP program was implemented with moderate fidelity but that MAP teachers were not more likely than control group teachers to have applied differentiated instructional practices in their classes. Overall, the MAP program did not have a statistically significant impact on students' reading achievement in either grade 4 or grade 5."** (this is the conclusion in the Executive summary, page xii)

[http://ies.ed.gov/ncee/edlabs/regions/midwest/pdf/REL\\_20134000.pdf](http://ies.ed.gov/ncee/edlabs/regions/midwest/pdf/REL_20134000.pdf)

See, also, "15 reasons why the Seattle School District Should Shelve the MAP Test" ( <https://seattleducation2010.wordpress.com/2011/03/15/15-reasons-why-the-seattle-school-district-should-shelve-the-map%C2%AE-test%E2%80%9494asap/> )

4. Furthermore, Dr. Foose has spent taxpayer funds to curry favor with the Board of Education – for example by giving favored Board members trips to China. Ostensibly there was supposed to be some benefit to the school system by interacting with China, but she picked three Board Members to accompany her: Ann DeLacy, Ellen Flynn Giles and Frank Aquino. The selection of Aquino to accompany her was particularly egregious. He was selected to go on the trip after he already had announced he was not seeking re-election to the Board of Education. This trip was taken in November 2013, Aquino left the board immediately after returning as his term ended at the end of November 2013. It was clear that there was no proper purpose for his trip, Dr. Foose was apparently rewarding her supporters on the board. More recently the school system paid over \$5,000 a piece for Leadership Howard, which again serves no educational purpose, for preferred board members: Ann DeLacy, Ellen Giles, and Christine O'Connor. This is yet another example of Dr. Foose buying loyalty from select board members by rewarding them with taxpayer funds unrelated to the educational purposes of the Board of Education.

#### Supporting documentation

"Supt. Foose, Board of Education Members to Visit China".( <http://patch.com/maryland/ellicottcity/supt-foose-board-of-education-members-to-visit-china> )

Frank Aquino's Linked in Profile -- showing he left the Board of Education in December 2014.  
( <https://www.linkedin.com/in/fjaquino> )

5. When Dr. Foose's contact was renewed this year, the review of that contract was supposed to be done by the State Superintendent. However, he approved it without even reading the terms of the contract.

*I wanted to get this to you and I do not have Exhibit E in my possession, though I have seen it in the past. I am attempting to obtain it, but you can verify that there was no review of the terms of the contract by the state superintendent before he signed it by talking with Del. Warren Miller, Del. Frank Turner or other members of the Howard County Legislative Delegation who were present at the meeting with the State Superintendent. They has asked for the meeting to discuss the contract before the approval, but arrived at the meeting only to find that he had already signed it and did not even read its terms and conditions. I will forward the transcript in a separate email as soon as I receive it.*

*Exhibit E, (to follow), Transcript of meeting between the Howard County Delegation and the Acting State Superintendent.*

6. State law requires that the Board of Education get approval of the County Council to transfer items between major categories. See Md. EDUCATION Code Ann. § 5-105 (b) (Exhibit F, Attached). Specifically:

"(2) A transfer **between major categories** shall be made only with the approval of the county commissioners or county council."

**Supporting documentation**

*The Howard County Board of Education has ignored this law for several years, blithely moving money between categories without seeking approval by the County Council.*

*See Exhibit G, containing transfers between major categories over the past several fiscal years. To the best of my knowledge, those were never sent to the County Council for approval. Obviously you are in a better position to know how that process actually did or did not happen.*

7. Now we discover that on April 12, the Ethics Board found Ann DeLacy violated the school system ethics policy earlier this year by soliciting employees for funds over the school's email system -- yet the board took no action in response.

**Supporting documentation**

"Howard school board member defends use of staff email addresses for fundraising" ( <http://www.baltimoresun.com/news/maryland/howard/columbia/ph-ho-cf-delacy-fundraising-emails-0324-20160318-story.html> )

Ethics Board response, dated April 12, 2016 (Exhibit H, attached).

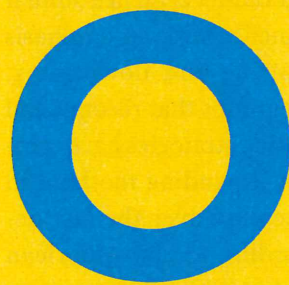
So with HCPSS, we have a purchasing system rife with cronyism, conflicts of interest, and no meaningful checks and balances on their day to day activities. The County Executive is trying to use the available tools to protect education, while at the same time reining in this corrupt behavior. Please support his efforts to do just that, and please use all the tools at your disposal to require budget compliance as well.

Thank you.

Douglas Kornreich

# School Austerity Measures Come to the Suburbs

By Sarah Lahm



*In a recent Thursday night, in a darkened middle-school auditorium in suburban Stillwater, Minnesota, a showdown between agitated parents and reticent school administrators took place. On the auditorium stage stood two long tables draped in black cloth, with microphones positioned for Stillwater school district personnel and board members.*

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*Sarah Lahm is a Minneapolis-based writer and former English instructor. She blogs about education at [brightlightsmallicity.com](http://brightlightsmallicity.com).*



Also attending this school board meeting were legions of parents and community members—many armed with notepads and dressed in bright red or yellow T-shirts. The shirts were emblazoned with slogans opposing the district’s hastily announced plans to close three Stillwater-area elementary schools.

As board members and Stillwater Area Public Schools Superintendent Denise Pontrelli sat nearly motionless, parent after parent approached the stage. One woman, Dee Dee Armstrong, handed out cans of Coke to the assembled school officials. “Golly!” she called out loudly, “It’s been a stressful fifty-seven days, hasn’t it?” The soda, she explained, was a peace offering, in anticipation of a trying night.

It had been fifty-seven tense days since Pontrelli announced plans to shutter three district schools. The community responded with alarm and disbelief, while Pontrelli defended the move as necessary to conserve limited district resources.

It also drove home a point: The market-based education reform movement has come to the suburbs.

This movement—which has led to the shuttering of public schools based on the advice of outside business consultants and an insistence that schools must do more with less—has to date been largely directed at urban school districts. Cities including Chicago, Philadelphia, and New Orleans have borne the brunt of massive school closings (Chicago shut down nearly fifty neighborhood schools in 2013 alone) and increased competition from school choice and charter schools, in exchange for the promise of a more “equitable” education landscape.

Now this movement has extended its reach beyond the city and into areas once thought to have better schools—or, at least, wealthier parents and better protection from invasive, outside education reform groups. And, as parents and community members are figuring out, one group in particular seems to be leading this invasion: the Boston-based District Management Council.

## **This movement has extended its reach beyond the city and into areas once thought to have better schools—or, at least, wealthier parents and better protection from invasive, outside education reform groups.**

The Council is a for-profit education reform consulting group, staffed primarily by MBAs with no perceivable K-12 classroom experience. This includes Council CEO John Jong-Hyun Kim, a former McKinsey & Company business consultant with deep roots in the market-based reform movement. In the mid-1990s, he started a private investment firm, Ibis Holdings, that focused on “educational opportunities.”

It’s a lucrative market. The Council gets contracts, worth hundreds of thousands of dollars, from public school districts for such services as doing a “time study,” in order to analyze how efficiently district staff get work done. It also specializes in telling districts how to revamp their costly special education departments, often by cutting staff and reducing the number of kids who get services. And, while some districts certainly have found the Council’s input valuable, it all seems to lead

to the Council’s stated bottom line of “cost-effective performance.”

An October 2015 *Progressive* article, “Cashing In on Special Needs Kids,” highlighted the impact of a Council special education audit on families and staff in the Minneapolis schools. But the Council has a reach that goes far beyond one single district—Minneapolis—or one simple function—auditing public

school special education departments. The Council’s website lists 126 school district members, spread across the country from Arizona to Massachusetts, and a range of services offered, including technology products and “executive retreats.” The Council exists in a crowded education reform consultant playing field, among big names like McKinsey & Company and the Boston Consulting Group, as well as smaller, local outfits.

Most of these for-profit groups sell managerial-level advice similar to the Council’s, with an emphasis on cost-cutting and downsizing. Consulting groups that recommend belt-tightening strategies have commanded an expanding foothold in public education over the last decade, according to the American Enterprise Institute, a conservative think tank that tends to favor such efforts.

The Council’s website highlights

the “tight budgets” many public school districts face and touts the solutions the Council has for sale. These include becoming a member district under the Council’s banner—at a cost of around \$25,000 per year—as well as purchasing “Academic Return on Investment” plans for thousands of dollars. Then there are the annual Council leadership meetings and “strategy summits,” held in hotels in places like Chicago’s pricey Magnificent Mile and Times

and got—another \$97 million in a taxpayer bond to help fund upgrades, including new athletic facilities. That same year, the school district became one of the District Management Council’s new members.

Stillwater parent Lance Cunningham, who moved to the district from nearby Minneapolis when his children were old enough to attend the area’s well-regarded schools, says school closings were never

Strategic Priorities,” spending tens of thousands of taxpayer dollars for the required memberships.

Meanwhile, Cunningham and his fellow Stillwater parents found that closing the three schools as planned would save the district around \$1.2 million per year, or just over 1 percent of its annual \$97 million budget. The district’s money-saving logic did not seem to hold water.

Pontrelli also claimed that closing the schools and shuttling students across the district to other schools would bring more equity to a rapidly diversifying district. Cunningham says the parents he met with are sensitive to this, but would like to work together with the district on solutions, not have a disruptive school closure plan foisted upon them. Pontrelli conceded at a school board meeting that no community engagement sessions had been held where interpreters were present, although non-English-speaking parents are a fast-growing demographic in Stillwater.

At a January town hall meeting, which state law requires before a school can be closed, Cunningham says more than 100 people spoke against the district’s BOLD plan, compared to just twelve in favor. And two of those twelve, it was later discovered, were Superintendent Pontrelli’s adult children who have no ties of their own to the school district.

Perhaps Pontrelli’s children were deployed in one of the Council’s “persuasive communications strategies.” At its January 2016 summit, participants including Pontrelli were schooled in how to win the public over to unpopular ideas. A PowerPoint recap of this (yep, it costs \$10)

## Most of these for-profit groups sell managerial-level advice similar to the Council’s, with an emphasis on cost-cutting and downsizing.

Square in New York.

Public tax dollars send school officials to these summits, but the ideas they pick up there are not easily accessed by the public. That’s because the Council puts a price tag on every bit of information and advice it dispenses. For example, parents or teachers who want a glimpse of what district leadership is learning at Council sessions are charged \$10 per PowerPoint presentation.

**T**he suburban school district in Stillwater, Minnesota, is long and narrow, and includes rural areas as well as dense, highly developed pockets, with mixed-income families. In recent years, the district has been through a handful of superintendents, and also passed a 2013 tax levy increase. Residents say the tax increase came with a promise that no schools would be closed, which the district disputes.

In 2014, Stillwater asked for—

part of the picture until Superintendent Pontrelli was hired. Pontrelli brought in a whole new administrative team and produced new research—which community members allege was flawed—that showed the district would be losing children and money over time, and that schools had to be closed to stave off a financial crisis.

Pontrelli unveiled this plan—called BOLD, for “Building Opportunities to Learn and Discover”—at a school board meeting last December. Parents responded with their own plan, calling it STOP BOLD COLD. They organized quickly to try to save the three schools on the chopping block, and to push back against Pontrelli’s actions.

In January, the website Alpha News reported that twenty Minnesota school districts, including Stillwater, were sending superintendents to New York City for a summit called “Shifting Resources to Support

advises superintendents to use “informal and trusted spokespersons” to sell the community on dramatic changes.

Another tip: Couch everything in terms of its promised impact on students: “From the beginning, framing all resource shifts as a way to impact student achievement is an effective support-building measure.”

**T**he reality of the changes the District Management Council is pushing recently became brutally clear in Elmhurst, Illinois. The Chicago suburb, described by a website touting the “ten happiest cities” in Illinois as “fairly affluent,” hired a superintendent, David Moyer, last July, who immediately began pushing for the district to enter into a contract with the Council, says lifelong Elmhurst resident Katie Marsico. An executive for BWP & Associates, the search firm that brought Moyer to Elmhurst, also works as a “special advisor” for the Council. (The district denies that there is any connection between the search firm and the Council.)

By September, the Council had secured a no-bid \$225,000 contract and was fully embedded in Elmhurst’s public school affairs. The Council, true to form, promised to evaluate the “cost-effectiveness of Elmhurst’s staffing patterns and practices.” It also vowed to take a close look at Elmhurst’s middle school programming and special education department, with an eye toward “best practices.”

Here’s how that has played out on the ground. Marsico, who helped form a group called PAGE, or Parent Advocacy Group for Elmhurst, says a Council-rigged middle school “time

study” was conducted on a day when students were taking a standardized test. “That is not going to be indicative of how time is being used,” Marsico notes with frustration. Marsico and her fellow activists say they never

## ‘I feel like we are being sold snake oil.’

learned who, exactly, was on a task force set up to study changes to local middle schools, or what its mission was. Parents did, however, obtain a copy of an internal email from Superintendent Moyer, in which he indicated the task force would be studying the work of John Hattie, an education researcher famous for saying smaller class sizes do not improve student achievement.

“I feel like we are being sold snake oil,” says Marsico, who has six children. “Our superintendent came in really hot and heavy, trying to make a lot of changes, really fast. And every time we raise an objection, we are told we’ve got it wrong.” One change, borne out of the Council’s time study of the middle school, was a suddenly announced decision to move a group of children—many of them special education students—out of one school and into another.

At a January 12 meeting, a district principal and parent, Jim Britton, spoke out against this proposal. He expressed sympathy for the board of education, saying he knows what it is like to be on the “other side” of controversial decisions. But, with his voice trembling, Britton noted that parents were not “afforded the dignity and respect of communication and collaboration” and that nothing about the timing or purpose of the move made sense. He warned that it would cost the Elmhurst board and

administration the “respect and support of the community upon which (they) rely.” The board put off making a decision.

Across the country, in the similarly well-off Howard County Public

School System in suburban Maryland, parent Barb Krupiarz knows all too well how a District Management Council-influenced administration can cut itself off from the community it serves. Krupiarz has two children in the Howard County schools; one of them, her older son, has an attention deficit disorder and anxiety, and qualifies for special education services.

In June 2014, the Howard County Public School System entered into a no-bid \$300,000 contract with the Council. Krupiarz learned about it several months later, in September, when, as a special education parent, she was asked to complete a Council-generated survey about her experience with the Howard County school’s special education department. Krupiarz says the survey was “very leading.”

“One of the questions said, ‘I prefer that my child get instruction from certified teachers’” Krupiarz says. “Of course, people would agree with this.” The survey’s goal, she believes, was to arrive at a predetermined outcome.

“We think that our superintendent, Renee Foose, wants to cut support staff from the special education budget, and leave our teachers with more to handle,” she says. Having parents state on a survey that they want their kids to have certified teachers could be used to support a move to slash noncertified support

positions from the Howard County budget. Krupiarz says that is exactly what happened. In a February 2015 *Baltimore Sun* article, Foose described the cuts as a necessary consequence of declining county-level funding for the district.

Foos is a member of the Council's superintendents' network, and she attended the consulting group's 2016 Superintendent Strategy Summit in New York. She also wrote a glowing blurb for Council executive Nathan Levenson's \$68 textbook, *A Better Way to Budget: Building Support for Bold, Student-Centered Change*

**'There are also no peer-reviewed articles done to verify the Council's claim of "best practices." We pay them \$300,000, they take our data, tell us our special education caseloads aren't big enough, and tell us to cut staff.'**

in *Public Schools*, published by Harvard Education Publishing in 2015.

One way to build support, according to Levenson's book, is for superintendents to learn how to "minimize pushback" to the austerity-minded reforms the Council has sold them. In Krupiarz's experience, in Howard County, "minimizing pushback" has meant the Council and the district operate in complete secrecy, keeping their true intentions hidden from parents.

**T**he Council, under Levenson's direction, produced a review of the Howard County special education department, which it presented to Foos and department staff in January 2015. Then something very odd happened: No one from the

school district would allow parents or rank-and-file district staff to see the Council report. Instead, Krupiarz says, "Our district took the Council's report, and wrote their own, telling us that they were not allowed to share the Council's report with us."

But at a December 1, 2014, school board meeting, district officials, including Foos and purchasing director Douglas Pindell, told school board members that the Council's "preliminary report was so good, and the Council's methodology was so good, that they asked the school board for another \$100,000 to have

the Council also audit the district's custodial and building maintenance services," said Krupiarz.

And still, no one was allowed access to the original Council report for Howard County. Krupiarz says the district's director of psychological services asked for the report and was told she couldn't see it. As a special education parent, Krupiarz tried asking for access to just the results of the survey the Council had done of special education parents. She was denied. The district told her that the Council, and not the Howard County schools, "owned the survey results." Another parent officially requested access to the Council's "preliminary report," which was heavily touted by Foos and her staff, only to be told there was no such report.

"You would think we were in Chicago politics," an exasperated Krupiarz concludes. "It was crazy." Much of the district's response can be seen at a website Krupiarz set up, dedicated to voting in new board members for the Howard County schools.

Krupiarz ended up going to court to try to force her children's public school district to comply with her data requests. More than a year later, she still hasn't seen the Council's report, and feels she is getting the runaround from Foos and her fellow administrators. Krupiarz says there has been little support from local media, and virtually no national media coverage of the District Management Council and its tactics.

"There are also no peer-reviewed articles done to verify the Council's claim of 'best practices,'" Krupiarz says. "We pay them \$300,000, they take our data, tell us our special education caseloads aren't big enough, and tell us to cut staff." She hopes other districts look into this before hiring the Council.

Foos, the superintendent of Krupiarz's district, had her contract renewed in February 2015, despite a parent-generated "Cut Foos Loose" petition that garnered more than 1,500 signatures.

In Minnesota, Stillwater parents were told at a lengthy, contentious March school board meeting that the district will, for now, move ahead with plans to close three schools. In Elmhurst, Illinois, however, the district has yet to make a final decision on the recommendation in the Council's report.

"My fear," Marsico says, "is that the district will push decision-making on this to the summer, when no one is watching." ♦

CONSULTANT SERVICES

FACT SHEET

1. The Howard County Public School System desires to obtain the services of an independent consultant to review, evaluate and assist in developing a comprehensive plan to improve the success of the special education program.
2. District Management Council, LLC submitted a phased proposal that will study, assess and report on how the school system can improve the delivery of special education services. The first phase will focus on the existing academic performance of students, the participation numbers, financial trends, parent satisfaction and roles, and functions of staff. The second phase will focus on the Individual Education Plan (IEP) process, methodology and communications. The third phase will utilize their state and national database to compare their findings with information compiled throughout the state and country. The ultimate goal will be to present a planning process to produce improvements for students and the efficient use of funds. The final report will make recommendations and outline a road map of opportunities to help our special education program be successful.
3. The total cost of the services will be \$300,000.00 with an initial \$75,000.00 due at the time of execution of the agreement and the balance being spread out over four equal payments of \$56,250.00. The term of the agreement will be for a period of 18 months end at approximately October 2015.
4. It is recommended that the Board of Education approve the award of this service to the District Management Council LLC (DMC) for an amount not to exceed \$300,000.00.
5. The approved Board of Education policy 4050 Procurement of Materials, Supplies, Equipment and Services states:  

"When it is not practical to obtain competitive bids.... purchases may be made without competitive bidding with the approval of the Board as appropriate."
6. Funding shall be provided in the FY14 and FY15 Operating Budgets.

ACTION

Office of the Superintendent of Schools  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland

November 11, 2014

MEMORANDUM

To: Members of the Board of Education

From: Joshua P. Starr, Superintendent of Schools

Subject: Award of Contract— External Review of Specific Special Education Processes and Services

On August 22, 2014, Montgomery County Public Schools (MCPS) issued Request for Proposal (RFP) No. 4356.1, *External Review of Specific Special Education Processes and Services*, to solicit and engage a professional and knowledgeable firm to conduct an external review of specific special education processes and services. Through analysis of existing data and multiple other sources including, but not limited to, surveys of family members, feedback from principals and other staff, input from students receiving special education services, and stakeholder focus groups, the external review is intended to answer a series of questions identified by the Board of Education (Board) regarding the specific processes and services utilized by MCPS in the development of Individualized Education Programs (IEPs) under the *Individuals with Disabilities Education Act*, in the implementation of IEPs, and in IEP dispute resolution.

The RFPs were sent to a wide range of firms and advertised on the MCPS website following standard procedures. Six entities submitted proposals. The proposals were reviewed by an evaluation committee consisting of MCPS staff, as well as two co-chairs of the Special Education Advisory Committee.

Proposals were reviewed based on the evaluation criteria outlined in the RFP relating to the firm's proposed approach to the external review. Criteria included how the proposal will meet MCPS' needs, qualifications and experience of the firm relevant to the scope of services, experience of the lead reviewer and principal employees responsible for this project, references provided, and pricing.

Interviews were conducted on October 16 and 23, 2014, with three firms. As a result of the process, the selection committee identified WestEd as the most responsive and responsible firm. WestEd is a nonprofit organization with extensive experience conducting data-focused program evaluations and research studies. WestEd's mission is to work with education and other communities to promote excellence; achieve equity; and improve learning for children, youth, and

adults. Some of WestEd's recent work includes evaluations of special education services—including analysis of data from multiple sources such as interviews, focus groups, classroom observations, and IEP reviews—for Charlotte-Mecklenburg (North Carolina) Public Schools, Beaufort County (South Carolina) School District, Cambridge (Massachusetts) Public Schools, and the state of Hawaii.

The selection committee recommends that the Board of Education award this contract to WestEd, with a one-year contract term beginning on November 12, 2014.

WHEREAS, The Board of Education approved an external review intended to answer a series of questions regarding the specific processes and services utilized by Montgomery County Public Schools in the development of Individualized Education Programs under the *Individuals with Disabilities Education Act*, in the implementation of Individualized Education Programs, and in Individualized Education Program dispute resolution; and

WHEREAS, Having been duly advertised under Request for Proposal No. 4356.1, *External Review of Specific Special Education Processes and Services*, consultant firms were asked to submit proposals for consideration; and

WHEREAS, The evaluation process has identified that WestEd best meets the needs of Montgomery County Public Schools; now therefore be it

Resolved, That a contract for \$150,000 be awarded to WestEd to conduct an external review of special education services under the terms set forth in Request for Proposal No. 4356.1; and be it further

Resolved, That the Board of Education president and superintendent of schools be authorized to execute the documents necessary for this transaction.

JDW:LAB:br



HOWARD COUNTY  
PUBLIC SCHOOL SYSTEM

BOARD OF EDUCATION OF HOWARD COUNTY  
MEETING AGENDA ITEM

TITLE: Bids and Contracts DATE: December 1, 2014

PRESENTER(S): Douglas Pindell, Purchasing Director

VISION 2018 GOAL:  Students  Staff  Families and Community  Organization

OVERVIEW:

<u>Exhibit</u>	<u>Description</u>	<u>Amount</u>
P-1	<b>CONSULTANT SERVICES</b> District Management Council, LLC	\$100,000.00
P-2	<b>ARCHITECT SELECTION FOR SWANSFIELD ELEMENTARY SCHOOL RENOVATION AND ADDITION</b> GWWO, Inc.	\$37,903.50
P-3	<b>CONSTRUCTION MANAGER SELECTION FOR SWANSFIELD ELEMENTARY RENOVATION AND ADDITION</b> J. Vinton Schafer & Sons, Inc.	\$7,500.00
P-4	<b>REQUEST FOR PROPOSALS FOR AN ADAPTIVE INSTRUCTIONAL SOFTWARE FOR AN ELEMENTARY MATHEMATICS SOLUTION</b> DreamBox Learning, Inc.	\$29,000.00
P-5	<b>DATA WAREHOUSE SYSTEM (DW)</b> Versifit Technologies, LLC	\$2,026,123.00
P-6	<b>LEARNING MANAGEMENT SYSTEM</b> Instructure, Inc. (Canvas)	\$1,185,635.00
P-7	<b>EARLY RETIREMENT PLAN ADMINISTRATIVE SERVICES</b> Educators Preferred Corporation	\$392,040.00

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the Board approve the bid award recommendations in the amounts listed.

APPROVAL/  
CONCURRENCE: \_\_\_\_\_  
Camille B. Jones  
Chief Operating Office

APPROVAL/  
CONCURRENCE: \_\_\_\_\_  
Renee A. Foose, Ed.D.  
Superintendent

SUBMITTED by: \_\_\_\_\_  
Douglas Pindell  
Purchasing Director

\_\_\_\_\_  
Susan C. Mascaro  
Chief of Staff



CONSULTANT SERVICES

FACT SHEET

1. The Board of Education approved the recommendation to award a consultant contract to the District Management Council, LLC (DMC) to study, assess and report on how the school system can improve the delivery of special education services. The first phase focused on the existing academic performance of students, the participation numbers, financial trends, parent satisfaction and roles, and functions of staff. The second phase focused on the Individual Education Plan (IEP) process, methodology and communications. The third phase utilized their state and national database to compare their findings with information compiled throughout the state and country.
2. DMC submitted a preliminary report that outlined a number of improvement areas and opportunities. Staff will be presenting the final report at a later Board meeting that will include action items and future goals and objectives.
3. Overall, staff were impressed with the methodologies and processes used by DMC regarding the evaluation and review of staff efficiencies. Therefore, a proposal was requested to expand their services in the areas of building services, grounds and custodial maintenance services.
4. DMC has proposed a price of \$100,000 for the expanded services and the term of the agreement will be extended from October 31, 2015 to December 31, 2015.
5. It is recommended that the Board of Education approve the extension of services and amend the existing agreement to provide the services outlined above to the District Management Council, LLC (DMC) for an additional \$100,000.00 making the total not to exceed \$400,000.00.
6. The approved Board of Education policy 4050 Procurement of Materials, Supplies, Equipment and Services states:

“When it is not practical to obtain competitive bids.... purchases may be made without competitive bidding with the approval of the Board as appropriate.”
7. Funding shall be provided in the FY14 and FY15 Operating Budgets, subject to approval.

# Operating Budget Work Session

(Legislative & Judicial and  
Public Safety)

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FY16 (Remade to match)



**Jennifer Terrasa, District 3**





# Invoice

Date	Invoice #
7/1/2013	21348
Terms	Due Date
Net 30	7/31/2013

Bill To
Dr. Renee Foose Superintendent Howard County Public Schools 10910 State Route 108 Ellicott City, MD 21042-6198

P.O. Number

Services Rendered	Amount
District Membership in The District Management Council from September 1, 2013 to August 31, 2014  District Membership is designed for districts dedicated to providing support to its leadership team and includes: - Up to 10 Individual Memberships for your district: - Online access to our library of best practices - Print subscriptions to "The District Management Journal" - Registration for the Superintendents' Strategy Summit - 3 Registrations for the Leadership Development Meeting - Preferred pricing on technology solutions and consulting services  (Annual savings of \$1,300 based on purchasing each component separately)	3,500.00
Please make checks payable to District Management Council EIN#200627475	<b>Total</b> 53,500.00



# Invoice

<b>Date</b>	<b>Invoice #</b>
7/1/2014	21747
<b>Terms</b>	<b>Due Date</b>
Net 30	7/31/2014

<b>Bill To</b>
Dr. Renee Foose Superintendent Howard County Public Schools 10910 State Route 108 Ellicott City, MD 21042-6198

<b>P.O. Number</b>

Services Rendered	Amount
District Membership in The District Management Council from September 1, 2014 to August 31, 2015  District Membership is designed for a district dedicated to providing support to its leadership team and includes: - Up to 10 Individual Memberships for your district: - Online access to our library of best practices - Print subscriptions to "The District Management Journal" - Registration for the Superintendents' Strategy Summit - 3 Registrations for the Leadership Development Meeting - Preferred pricing on technology solutions and consulting services  (Annual savings of \$1,300 based on purchasing each component separately)	3,500.00
Please make checks payable to District Management Council EIN#200627475	<b>Total</b> \$3,500.00

*Md. EDUCATION Code Ann. § 5-105*

Annotated Code of Maryland  
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\*\*\* Statutes current through Chapters 1 through 9, 12, 16, 28, 100, 103, 116, and 142,  
currently effective, of the 2016 legislation \*\*\*

EDUCATION  
DIVISION II. ELEMENTARY AND SECONDARY EDUCATION  
TITLE 5. FINANCING  
SUBTITLE 1. BUDGET AND REPORTING REQUIREMENTS

Md. EDUCATION Code Ann. § 5-105 (2016)

§ 5-105. Expenditure of revenues; transfers within and between major categories

(a) Expenditure of revenues. -- All revenues received by a county board shall be spent by the board in accordance with the major categories of its annual budget as provided under § 5-101 of this subtitle.

(b) Transfers; reports. --

(1) (i) A transfer may be made within the major categories without recourse to the county commissioners or county council except that a report of the transfer shall be submitted to the county commissioners or county council within 15 days after the end of each month.

(ii) A report under subparagraph (i) of this paragraph shall include a narrative summary that clearly indicates each transfer.

(2) A transfer between major categories shall be made only with the approval of the county commissioners or county council.

(3) If the county commissioners or county council fail to take action on a request for transfer between major categories within 30 days after the receipt of a written request substantiating the transfer, the failure to take action constitutes approval.

(4) A county board shall submit to the county governing body a report within 15 days after the end of each month if during that month the county board takes any action that would commit the county board to spend more for the current fiscal year in any major category than the amount approved in the annual budget for that category.

(5) A report under paragraph (4) of this subsection shall include a narrative explanation of the action taken, indicating any request for transfer between categories that may become necessary for the fiscal year as a result of the action.

(c) Expenditure of nonlocal funds received after adoption of budget. -- Except as provided in subsection (d) of this section, nonlocal funds received by a county board after the adoption of the annual budget by the county fiscal authority may be spent by the county board if the county fiscal authority is notified and approves of:

(1) The source and amount of the funds; and

(2) The manner of spending the funds.

(d) Expenditure of nonlocal funds received after adoption of budget -- Funds under § 2-608(a)(1) of the Tax - General Article. --

(1) Funds received by the county board under § 2-608(a)(1) of the Tax - General Article after the adoption of the annual budget by the county fiscal authority may be spent by the county board after approval by the county fiscal authority under paragraph (2) of this subsection.

(2) The county fiscal authority shall approve the amount of funds received by the county board under § 2-608(a)(1) of the Tax - General Article within 30 days after the Comptroller makes the distribution to the county board.

(3) If the county fiscal authority fails to take action within 30 days after the distribution by the Comptroller, the failure to take action constitutes approval.

**HISTORY:** An. Code 1957, art. 77, § 117; 1978, ch. 22, § 2; 1996, ch. 175, § 1; ch. 179; 1997, ch. 105, § 1; 1999, ch. 464; 2012 1st Sp. Sess., ch. 1, § 2.

**RENEW Howard**

Laurie Scudder [lauriescudder@yahoo.com]

**Sent:** Thursday, April 28, 2016 4:29 PM

**To:** CouncilMail

**Cc:** Scudder [cescudder@yahoo.com]

Dear County Council Members,

As long-term residents of Oakland Mills, we would like to add our voice to that of our many neighbors requesting your approval of funds for the important neighborhood revitalization loan program included in the County Executive's Capital Budget.

Equally important to continuing stability and livability of our community are funds for Bridge Columbia, project B3863, which has has \$350,000 in FY2017 and \$500,000 in FY2018.

We sincerely hope the County Council will approve these very worthwhile expenditures.

Cordially,  
Chuck & Laurie Scudder

Laurie Scudder  
9556 Wandering Way, Columbia MD 21045-3244  
410.964.0568



**RENEW HOWARD**

Tim & Sherry Beaty [tsbeaty@verizon.net]

**Sent:** Thursday, April 28, 2016 1:06 PM

**To:** CouncilMail

Please keep money in the budget for RENEW HOWARD. This is a neighborhood revitalization loan program which targets older homes in need of renovation. Thank you Sherry Beaty resident since 1971.

**support Renew Howard funding**

Joan Aron [joanaron@ymail.com]

**Sent:** Thursday, April 28, 2016 11:30 AM

**To:** CouncilMail

To: Howard County Council

From: Joan L. Aron, 5457 Marsh Hawk Way, Columbia, MD 21045

Please retain in the budget the two million dollars that County Executive Kittleman has proposed for Renew Howard.

Oakland Mills Village will benefit from neighborhood revitalization funding.

Thank you.

**Renew Howard ... Oakland Mills**

Anne and David Berkowitz [adberk1@verizon.net]

**Sent:** Thursday, April 28, 2016 10:59 AM

**To:** CouncilMail

Please support our village by insuring that money for the neighborhood revitalization loan program is kept in the budget.

Thank you very much.

Sincerely,

Anne and David Berkowitz