

MARYLAND STATE DEPARTMENT OF EDUCATION

JANIS ZINK SARTUCCI

V.

MONTGOMERY COUNTY
BOARD OF EDUCATION

*
* ORDER OF STATE
* SUPERINTENDENT
* OR NO. 10-2
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ORDER

On June 15, 2010, Ms. Janis Sartucci filed a "Request for Stay" petitioning the State Board or the State Superintendent of Schools to stay a June 8, 2010 action of the Montgomery County Board of Education approving a Partnership Agreement with Pearson Education, Inc. Ms. Sartucci alleges that the local board violated numerous local policies and procedures in approving the Agreement.

The power to stay a county board's decision is delegated to me, the State Superintendent by regulation promulgated by the State Board. See COMAR 13A.01.02.01(B). Because in one conversation on June 17, 2010, I discussed the substance of the Partnership Agreement with Pearson, albeit without any knowledge that this Request for Stay had been filed, I believe in an abundance of caution that I must recuse myself from making a decision on the Request for Stay.

By this Order, I delegate my power to act herein to Deputy State Superintendent, John Smeallie whose decision is attached hereto.

June 29, 2010
Date

Nancy S. Grasmick
Nancy S. Grasmick
State Superintendent of Schools

MARYLAND STATE DEPARTMENT OF EDUCATION

IN RE: MATTER OF STAY

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JANIS ZINK SARTUCCI

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ORDER NO. 10-2

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MONTGOMERY COUNTY
BOARD OF EDUCATION

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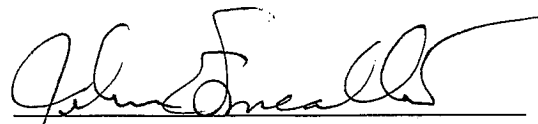
ORDER

The Request for Stay filed herein alleges that the local board violated numerous policies and procedures when it approved the Partnership Agreement with Pearson Education, Inc. One of the factors that weighs heavily in the decision to grant or deny a stay is the irreparable harm factor. The movant must make a clear showing that she is likely to be irreparably harmed absent a stay of the local board's action. *See, e.g., Winter v. Natural Defense Council*, 555 U.S. 365, 374-76 (2008); *The Real Truth About Obama v. The Federal Election Commission*, 575 F.3d. 342, 347 (4th Cir. 2009).

Ms. Sartucci, the movant, makes no showing of any harm to her caused by the local board's action. She does allege that the Agreement "places students in the precarious position of having vendor and vendor's clients in their classroom without any discussion of safeguards to student's identity, likeness, or personal information." The Agreement, however, addresses that concern. It states that Montgomery County School System "may impose reasonable restrictions on [Pearson's] use of its classrooms to avoid disruption of education . . . and to maintain confidentiality of personally identifiable student information (Ex. B at §7B).

Therefore, finding no irreparable harm shown, it is this 28th day of June, 2010, Ordered
that the Request for Stay be and is hereby DENIED.

June 28, 2010
Date


John Smeallie
Deputy State Superintendent of Schools