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8 **IN THE UNITED STATES DISTRICT COURT**
 9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 10 **SAN FRANCISCO DIVISION**
 11

12 **EMMA C.,**

13 Plaintiff,

14 v.

15 **DELAINE EASTIN, ET AL.,**

16 Defendant.

C 96-4179 TEH

**ALL PARTIES’
 STIPULATION RE: PLAN
 FOR PROVISION OF
 COMPENSATORY
 SERVICES; ~~PROPOSED~~
 ORDER THEREON**

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 18 In accordance with this Court’s January 22, 2009 Order Regarding Request for
 19 Extension of Time (Document 1362, at p. 2: 2-4), the parties to this action have met and
 20 conferred to draft a new plan as to how the California Department of Education (CDE) will
 21 comply with the Court’s orders to provide compensatory services to the students of the
 22 Ravenswood City School District (District), and have agreed on a plan.

23 Accordingly, the parties therefore stipulate as follows, and respectfully request that the
 24 Court accept the stipulation and make it an order of the Court:

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1 **STIPULATION OF THE PARTIES**

2 **I. Summary of Order**

3 A. CDE will allow parents to select one or any combination of the following three options
4 for the delivery of compensatory education services:

5 1. CDE will continue to select and coordinate the provision of compensatory
6 education services consistent with the Court's previous orders.

7 2. CDE will offer parents the option of selecting service providers from a pool of
8 State-certified non-public agencies (NPA), and parents will coordinate the delivery of those
9 services with the agencies.

10 3. CDE will offer parents the option of selecting educational products from a list of
11 products developed by CDE and the District.

12 B. Steps and Timelines for the Development and Implementation of the Alternative
13 Compensatory Education Options:

14 The development and implementation of these options will occur in three separate
15 phases. In the first phase, CDE, in conjunction with the District, will create a pool of service
16 providers (see 2 and 3 above) and a list of educational products. In the second phase, the
17 parents' choice for educational products and/or the delivery of compensatory education services
18 will be identified and documented. The third and final phase outlines the procedures that CDE
19 will undertake to monitor, document, and report the delivery of compensatory education services
20 or the provision of educational products.

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22 **II. Phases for Development, Implementation, and Monitoring Order**

23 Phase I: Development of Alternative Compensatory Education Options:

24 1. *Alternative Service Providers.* CDE will identify a pool of certified NPAs in San
25 Mateo County and surrounding counties who are willing to provide compensatory education to
26 Districts students. CDE will assist and the District will develop master contracts for each
27 participating NPA. Additionally, CDE and the District will develop model individual service
28 agreements that can be utilized when a parent chooses the option of selecting a service provider

1 from the pool of eligible NPAs. Alternative service providers will be selected from the pool of
2 certified NPAs placed under a Master Contract with the District. Any such agreement between a
3 parent and an alternative service provider must include written documentation of the service(s)
4 to be provided, as well as the start date, frequency, and duration of the service(s).

5 2. *Alternative Product List.* CDE, with input and suggestions from the District, will
6 develop a list or catalog of educational products and vendors for such products that may be made
7 available to students in lieu of services. Such products may include lap-top and desk-top
8 computers, computer software, educational software, books, and other types of educational
9 products. Parents of eligible students will be given financial credit toward the purchase of
10 products from the CDE educational product list. The parties will meet and confer to determine
11 the content of the list and the monetary value of the educational product to be provided in lieu of
12 service time owed. In no case shall the monetary value of the educational product to be provided
13 in lieu of service time owed exceed the cost of the services owed to the child.

14 3. *Outreach Plan.* CDE, with assistance from the District, will facilitate written and,
15 as needed, telephonic contact with the parents of eligible students and offer them the
16 compensatory education plan options set forth above. Additionally, CDE and the District will
17 again attempt to locate and communicate with parents of eligible students who have not yet
18 responded to CDE's or the District's previous communications. Such steps will include, but not
19 necessarily be limited to, confirming the name, address, and telephone number of the student, the
20 primary language of their parent(s), the emergency contact information contained in student
21 records, and sending notes and/or letters home to the parent(s) with students. In addition, CDE
22 will designate a specific liaison to be available to assist parents in understanding and executing
23 their options, ensuring the appropriate agreements are in place, answering questions, and
24 responding to complaints. Consistent with paragraph number III., 1, below, the parties will meet
25 and confer in the development of the outreach plan.

26 4. *Timeline.* CDE will complete Phase I within 45 days of the issuance of this order.
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1 Phase II: Execution of Alternative Compensatory Education Options:

2 1. *Execution of Alternative Services Option.* For those parents who choose to select
3 an alternative service provider from the pool of providers placed under Master Contract with the
4 District, CDE will transfer responsibility for the provision of compensatory education services to
5 the alternative service provider selected by the parents(s). In the event that a party disagrees
6 with their entitlement to, or selection of an alternative service provider, or the content of such
7 service, the Court Monitor, after considering the written positions of the parties, will resolve the
8 dispute.

9 2. *Execution of Educational Product Option.* For those parents who choose
10 educational products from the product list developed by CDE and the District, CDE will
11 facilitate the delivery of such products. In the event that a party disagrees with their entitlement
12 or selection of an educational product, the Court Monitor, after considering the written positions
13 of the parties, will resolve the dispute. CDE shall ensure that educational products selected by
14 parents will be ordered by CDE within 14 calendar days of the receipt, by CDE's designee, of
15 the parents' selection of the products.

16 3. *Execution of Outreach.* CDE and the District will execute the Outreach Plan as set
17 forth above in paragraph (3) of Phase I.

18 4. *Accounting.* CDE will maintain an accounting of the compensatory education
19 service(s) or product(s) selected by the parent, including a statement specifying the frequency
20 and duration of the services and/or, as the case may be, a description of the educational
21 product(s) provided.

22 5. *Timeline.* CDE will complete Phase II within 90 days of the issuance of this order.

23 Phase III: Monitoring and Reporting Compensatory Education Services:

24 1. *Service Provider Reporting Obligations.* CDE will require all service providers to
25 submit a bi-weekly report documenting their progress in delivering compensatory education
26 services to each student that is assigned to that provider. In the event a service is not provided,
27 the provider will document this in the bi-weekly report, including the reason that the service was
28 missed.

1 2. *CDE Monitoring and Reporting Obligations.* CDE will monitor the delivery of
2 compensatory education services, and the selection and delivery of educational products, and
3 will report the status of compensatory education services and products to the Court on a
4 bi-weekly basis. In the event a service provider, whether selected by CDE or the parent(s), fails
5 to deliver services as agreed, CDE will take steps to correct such failures, including, if necessary,
6 changing the agreed upon service provider. In the event a student routinely fails to attend or
7 participate in compensatory services, CDE will inform plaintiffs, the Court Monitor, and the
8 Court of such a situation. The parties may agree that as a result of the students failure to attend,
9 CDE is no longer responsible for providing compensatory education services to such student.

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11 **III. General Provisions**

12 1. The parties will meet and confer with one another and the Court Monitor on an
13 as-needed basis to address the development and implementation of this order. In the event the
14 parties disagree over the development or implementation of any provision of this order, the
15 Court Monitor will issue a directive resolving such dispute(s) consistent with the terms of this
16 order.

17 2. CDE will continue overseeing the provision of compensatory education services as
18 rapidly and comprehensively as possible, recognizing that unforeseen impediments may arise that
19 will require all parties to continue to work in concert toward achieving the provision of services
20 during the development and implementation of each phase of this order. More specifically, CDE
21 will continue to provide students with compensatory education services utilizing the service
22 providers that are presently providing such services until such time as CDE receives written
23 conformation that a parent has executed an agreement with an alternative provider or has opted
24 to purchase educational products for their child in lieu of services.

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1 3. Compensatory education services shall be funded in accordance with the formula
2 and provisions set forth in the Court's previous orders.

3 Dated: February 12, 2009

4 Respectfully submitted,

5 YOUTH & EDUCATION LAW PROJECT
6 MILLS LEGAL CLINIC, STANFORD LAW SCHOOL

7 /s/ William Koski

8 Attorneys for Plaintiffs

9 EDMUND G. BROWN JR.
10 Attorney General of the State of California

11 /s/ George Prince

12 GEORGE PRINCE, Deputy Attorney General

13 Attorneys for State Defendants

14 MICHAEL P. MURPHY, COUNTY COUNSEL

15 /s/ Eugene Whitlock, Deputy County Counsel

16 Attorneys for Ravenswood City School District

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21 GENERAL ORDER 45 ATTESTATION

22 I, George Prince, am the ECF user whose ID and password are being used to file this
23 request. In compliance with General Order 45, X.B., I hereby attest that William Koski of the
24 Youth & Education Law Project and Eugene Whitlock of the San Mateo County Counsel's
Office have concurred in the filing of this document with their electronic signatures.

25 Dated: February 12, 2009

/s/ George Prince

26 George Prince

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~~PROPOSED~~ ORDER

The Court has reviewed and considered the parties' stipulated plan for the provision of compensatory services in accord with the Court's previous orders.

The parties' stipulated plan is approved, and hereby adopted as an order of this Court.

IT IS SO ORDERED.

