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9 IN THE UNITED STATES DISTRICT COURT
 10 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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<p>13 EMMA C.,</p> <p>14</p> <p>15 v.</p> <p>16 DELAINE EASTIN, ET AL.,</p> <p>17</p>	<p>Case No: 3:96-cv-04179-TEH</p> <p>Plaintiff,</p> <p>AMENDED RAVENSWOOD CITY SCHOOL DISTRICT'S AND CALIFORNIA DEPARTMENT OF EDUCATION'S JOINT SUBMISSION OF AGREED 2009-2010 RSIP BUDGET; STIPULATION REGARDING ALLOCATION OF RSIP AND COURT MONITOR BUDGET AND PROPOSED ORDER THEREON</p> <p>Defendant.</p>
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21 In accordance with the directives of this Court, the Ravenswood City School District (the
 22 "District") and the California Department of Education (the "CDE") have previously jointly
 23 submitted a 2009-2010 Budget for the Ravenswood Self-Improvement Plan on May 8, 2009.

24 The District and CDE have met and conferred on the 2009-2010 RSIP budget and have
 25 agreed on a single year RSIP budget of \$2,095,000.00 for the 2009-2010 fiscal year, a copy of
 26 which is attached to this joint submission as Exhibit A. Further, the Court Monitor has informed
 27 the parties that he has budgeted \$372,609.00 for the 2009-2010 fiscal year.

28 The District and CDE now file this Amended Joint Stipulation and Proposed Order

1 reflecting a new initial deposit date of August 1, 2009, and revised deposit amounts according to
2 deposit date and percentage of allocated shares.

3 The District and CDE have agreed that responsibility for the RSIP and Court Monitor's
4 budgets will be allocated sixty percent (60%) to the District and forty percent (40%) to the CDE
5 during the 2009-2010 academic year.

6 The District and CDE also agree to pay into the Court registry their allocated shares
7 pursuant to the following schedule:

- 8 ● 30 percent of their respective allocated shares (i.e., a total of \$444,170 for
9 the District and \$296,113 for the CDE) by August 1, 2009.
- 10 ● 60 percent of their respective allocated shares (i.e., a total of \$888,340 for
11 the District and \$592,226 for the CDE) by November 14, 2009.¹
- 12 ● 80 percent of their respective allocated shares (i.e., a total of \$1,184,452
13 for the District and \$789,635 for the CDE) by January 15, 2010.²
- 14 ● 100 percent of their respective allocated shares (i.e., a total of \$1,480,565
15 for the District and \$987,044 for the CDE) by April 15, 2010.³

16 The District and the CDE request that the Court issue an order to approve the RSIP budget
17 for the 2009-2010 fiscal year and to implement the allocation and schedule described herein.

18 The District and the CDE further agree that the allocation or contribution amounts set forth
19 above may change pursuant to the issuance of a Court Order determining that certain RSIP
20 expenditures are no longer supported or needed to implement the RSIP, or that the respective
21 duties of the parties have changed during the course of the 2009-2010 budget year.

22 The District and the CDE further agree that the District shall submit quarterly invoices,
23 pursuant to the same schedule as set forth above, to the Court Monitor reflecting expenditures
24 necessary to implement the First Amended Consent Decree and the RSIP. The District and the

25 ¹ This total includes each party's prior payments made by August 1, 2009.

26 ² This total includes each party's prior payments made by August 1, 2009 and
27 November 14, 2009.

28 ³ This total includes all of each party's prior payments made pursuant to this stipulation.

1 CDE further agree that copies of all invoices, expenditure reports or other documents provided by
2 the District to the Court Monitor shall also be provided at the same time to the CDE. The District
3 and the CDE further agree that they shall meet and confer, upon the request of either party
4 received within 30 days after the submission of the quarterly invoices to the Court Monitor,
5 regarding the invoices or other documents provided to the Court Monitor. The parties request
6 that the Court Monitor be instructed to maintain an accounting of all such invoices and forward
7 them to the Court for immediate payment.

8 The District and the CDE further agree that pursuant to the same quarterly schedule as set
9 forth above, the District will provide CDE with a line item accounting of budget expenditures
10 along with invoices, expenditure reports, and documentation supporting the RSIP expenditures so
11 that CDE can perform a quarterly audit of RSIP expenditures.

12 The District and the CDE further agree that the CDE may perform additional audits of RSIP
13 records as authorized by Court Order, or upon 30 days notice to the District and the Court
14 Monitor that the CDE has reliable evidence of misuse or misappropriation of RSIP funds and
15 intends to conduct an additional audit of RSIP records to determine if misuse or misappropriation
16 of RSIP monies has in fact occurred. The CDE shall provide the findings of any such audit to the
17 District and the Court Monitor.

18 The District and the CDE further agree that the District shall arrange for an independent
19 review by the San Mateo County Office of Education, pursuant to the same schedule as set forth
20 above, of monies expended by the District in connection with the First Amended Consent Decree
21 and the RSIP.

22 Dated: May 20, 2009

MICHAEL P. MURPHY, COUNTY COUNSEL

23
24 By: _____ /s/

25 Eugene Whitlock, Deputy
26 Attorneys for Defendants
RAVENSWOOD CITY SCHOOL DISTRICT

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Dated: May 8, 2009

EDMUND G. BROWN JR.
Attorney General of California
SUSAN E. SLAGER
Supervising Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL

By: _____ /s/

SHANNON M. CHAMBERS
Deputy Attorney General
Attorneys for Defendant Defendants
CALIFORNIA DEPARTMENT OF
EDUCATION, SUPERINTENDENT OF PUBLIC
INSTRUCTION JACK O'CONNELL, in his
individual capacity, STATE BOARD OF
EDUCATION, and any past or present member of
the STATE BOARD OF EDUCATION in their
individual capacities.

~~PROPOSED~~ ORDER

The Court has reviewed the above joint submission and stipulation of the District and the CDE regarding the contents of the RSIP and Court Monitor Budgets for the 2009-2010 fiscal year.

Good Cause appearing therefore, it is hereby ORDERED as follows:

a. The RSIP Budget proposed by the District and the CDE for the 2009-2010 fiscal year, a copy of which is attached hereto as Exhibit A, is hereby APPROVED.

b. The Court Monitor's budget of \$372,609.00 for the 2009-2010 fiscal year is hereby APPROVED.

c. Financial Responsibility for the RSIP and Court Monitor's budgets will be allocated sixty percent (60%) to the District and forty percent (40%) to the CDE during the 2009-2010 academic year.

d. The District and CDE agree to pay into the Court registry their allocated RSIP and Court Monitor budget shares pursuant to the following schedule:

- 30 percent of their respective allocated shares (i.e., a total of \$444,170 for the District and \$296,113 for the CDE) by August 1, 2009.
- 60 percent of their respective allocated shares (i.e., a total of \$888,340 for the District and \$592,226 for the CDE) by November 14, 2009.
- 80 percent of their respective allocated shares (i.e., a total of \$1,184,452 for the District and \$789,635 for the CDE) by January 15, 2010.
- 100 percent of their respective allocated shares (i.e., a total of \$1,480,565 for the District and \$987,044 for the CDE) by April 15, 2010.

e. The District and the CDE further agree that the allocation or contribution amounts set forth above may change pursuant to the issuance of a Court Order determining that certain RSIP expenditures are no longer supported or needed to implement the RSIP, or that the respective duties of the parties have changed during the course of the 2009-2010 budget year.

f. The District and the CDE further agree that the District shall submit quarterly invoices, pursuant to the same schedule as set forth above, to the Court Monitor reflecting

1 expenditures necessary to implement the First Amended Consent Decree and the RSIP. The
2 District and the CDE further agree that copies of all invoices, expenditure reports or other
3 documents provided by the District to the Court Monitor shall also be provided at the same time
4 to the CDE. The District and the CDE further agree that they shall meet and confer, upon the
5 request of either party received within 30 days after the submission of the quarterly invoices to
6 the Court Monitor, regarding the invoices or other documents provided to the Court Monitor. The
7 parties request that the Court Monitor be instructed to maintain an accounting of all such invoices
8 and forward them to the Court for immediate payment.

9 g. The District and the CDE further agree that pursuant to the same quarterly
10 schedule as set forth above, the District will provide CDE with a line item accounting of budget
11 expenditures along with invoices, expenditure reports, and documentation supporting the RSIP
12 expenditures so that CDE can perform a quarterly audit of RSIP expenditures.

13 h. The District and the CDE agree that the CDE may perform additional audits of
14 RSIP records as authorized by Court Order, or upon 30 days notice to the District and the Court
15 Monitor that the CDE has reliable evidence of misuse or misappropriation of RSIP funds and
16 intends to conduct an additional audit of RSIP records to determine if misuse or misappropriation
17 of RSIP monies has in fact occurred. The CDE shall provide the findings of any such audit to the
18 District and the Court Monitor.

19 i. The District and the CDE further agree that the District shall arrange for an
20 independent review by the San Mateo County Office of Education, pursuant to the same schedule
21 as set forth above, of monies expended by the District in connection with the First Amended
22 Consent Decree and the RSIP.

23 **IT IS SO ORDERED.**

24 DATED: May 21, 2009

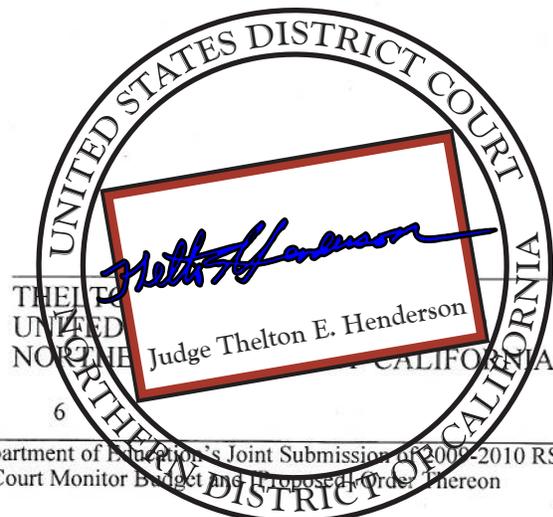


EXHIBIT A

Ravenswood City School District
 RSIP Budget
 2009-10 Fiscal Year

Stipulated Amount

Expenditures

1110 Teacher Salaries	391,958
1140 Hourly Teachers	24,937
1215 Psychologist	287,230
1315 Supt Salary	64,176
1330 Director Salary	56,467
1320 Asst Supt Salary	107,688
1335 Coordinator Salary	427,497
1960 Spec Ed Stipend	57,046
1970 SST Stipend	20,619
2140 Hrly Instructional Aides	48,111
2310 Management Salary	41,501
2410 Clerical/Office	235,028
2425 Clerical OT	5,498
2440 Clerical & Office Hrly	4,811
3000 Benefits	-
4210 Reference Books	713
4310 Instructional Materials	10,310
4316 Office and Other Supplies	10,310
4330 Printing	1,212
4400 Noncapitalized Equip	3,437
5210 Mileage	2,147
5215 Parent/Student Conferences	4,433
5220 Staff Conferences	6,873
5227 Workshop/Trainings	23,826
5228 Recruitment	45,530
5310 Dues and Memberships	172
5614 Rentals/Leases	3,780
5630 Equipment Maintenance	1,718
5751 Food Service Charges	2,423
5801 Consultants	155,158
5802 Professional Consulting	27,492
5812 Advertising	-
5818 Tuition	20,619
5912 Cellular Phone	1,237
5920 Postage	1,031
Total	<u>2,094,988</u>

Revenue

8590 CDE Contribution	837,995
Total Revenue	<u>837,995</u>
RCSD Encroachment	<u>(1,256,993)</u>

Court Monitor