

1 KAMALA D. HARRIS
 Attorney General of California
 2 JULIE WENG-GUTIERREZ
 Senior Assistant Attorney General
 3 LISA A. TILLMAN
 Deputy Attorney General
 4 State Bar No. 126424
 1300 I Street, Suite 125
 5 P.O. Box 944255
 Sacramento, CA 94244-2550
 6 Telephone: (916) 327-7872
 Fax: (916) 324-5567
 7 E-mail: Lisa.Tillman@doj.ca.gov
Attorneys for Defendant
Department of Education
 8

9
 10 IN THE UNITED STATES DISTRICT COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 12

13
 14 **EMMA C.,**

3:96-cv-04179-TEH

15 Plaintiff,

**DEFENDANTS' AMENDED FINAL
 STIPULATION ON RSIP BUDGET AND
 COURT MONITOR'S BUDGET FOR
 FISCAL YEAR 2011-2012, WITH
 PROPOSED ORDER**

16 v.

17 **DELAINE EASTIN, ET AL.,**

Judge: The Honorable Thelton E.
 Henderson

18 Defendant.
 19

20
 21 Defendants Delaine Eastin, Superintendent of Public Instruction, Department of Education
 22 (State Defendants) and Defendant Ravenswood City School District (District), collectively
 23 Defendants, submitted a stipulation concerning the 2010-2011 RSIP budget, and the allocation of
 24 the RSIP 2011-2012 budget and the Court Monitor's budget between the Defendants on May 11,
 25 2011. That filing is hereby amended to correct the April 16, 2012 payment indicated for the
 26 Court Monitor's budget from a total of \$466,426 and to a total of \$466,425.

27 **A. The RSIP Budget**

28 The Defendants have agreed on a single year RSIP budget of \$3,055,128

1 (three million, fifty-five thousand, one hundred and twenty-eight dollars) for the 2011-2012 fiscal
2 year. (A copy of the agreed-upon RSIP budget 2011-2012 was attached to the initial stipulation
3 on this matter as Exhibit A.) In addition to this amount, the Court Monitor has informed the
4 parties that he has budgeted \$ 399, 873 for the 2011-2012 fiscal year. (Court Docket (CD) 1618.)

5 The Defendants agree upon the following schedule:

- 6 • By **July 1, 2011**, the State Defendants will pay 30 percent of their respective
7 allocated share (i.e., \$38,988 or 30% of ¹\$129, 959¹) of the Court Monitor's
8 budget.
- 9 • By **July 1, 2011**, the District will pay 15 percent of its respective allocated share
10 (i.e., \$40,487 or 15% of \$269,914²) of the Court Monitor's budget.
- 11 • By **July 15, 2011**, the District will pay 15 percent of its respective allocated share
12 (i.e., \$40,487 or 15% of \$269,914) of the Court Monitor's budget.
- 13 • By **August 1, 2011**, the State Defendants will pay 60 percent of their respective
14 allocated share (i.e., \$595,750 or 60% of \$ 992,917³) of the RSIP budget and 30
15 percent of their respective allocated share of the Court Monitor's budget (i.e.
16 \$38,988 or 30% of \$129,959).
- 17 • By **August 1, 2011**, the District will pay 30 percent of its respective allocated share
18 (i.e., \$618,663 or 30% of \$2,062,211⁴) of the RSIP budget.
- 19 • By **October 3, 2011**, the District will pay 30 percent of its respective
20 allocated shares of the RSIP budget (\$618,663) and the Court Monitor's
21 budget (i.e., \$80,974 or 30% of \$269,914) (i.e., a total of \$699,637).
- 22 • By **December 1, 2011**, the State Defendants will pay 20 percent of their
23 respective allocated shares of the RSIP budget (i.e., \$198,583 or 20% of
24 \$992,917) and the Court Monitor's budget (\$25,992 or 20% of \$129,959)
25 (i.e., a total of \$224,575).
- 26 • By **January 16, 2012**, the District will pay 20 percent of its respective
27 allocated shares of the RSIP budget (i.e., \$412,442 or 20% of \$2,062,211)
28 and the Court Monitor's budget (i.e., \$53,983 or 20% of \$269,914) (i.e., a
total of \$466,425).

25 ¹ The State Defendants' share of the Court Monitor's budget is 32.5% of \$399, 873, which
is \$129,959.

26 ² The District's share of the Court Monitor's budget is 67.5% of \$ 399,873 which is
\$269,914.

27 ³ The State Defendants' share of the RSIP budget is 32.5% of \$3,055,128, which is
\$992,917.

28 ⁴ The District's share of the RSIP budget is 67.5% of \$3,055,128, which is \$2,062,211.

- 1 ● By **March 1, 2012**, the State Defendants will pay 20 percent of their
2 respective allocated shares of the RSIP budget (i.e., \$198,584 or 20% of \$
3 992,917) and the Court Monitor’s budget (\$25,992 or 20% of \$129,959)
4 (i.e., a total of \$224,575).
- 5 ● By **April 16, 2012**, the District will pay 20 percent of its respective allocated
6 shares of the RSIP budget (i.e., \$412,442 or 20% of \$2,062,211) and the
7 Court Monitor’s budget (i.e., \$53,983 or 20% of \$269,914) (i.e., a total of
8 \$466,425).

9 **B. The Allocation between the District and the State Defendants**

10 The District and State Defendants have agreed that responsibility for the RSIP and Court
11 Monitor’s budgets will be allocated sixty-seven and one half percent (67.5%) to the District and
12 thirty-two and one half percent (32.5%) to the State Defendants for the 2011-2012 fiscal year.

13 The District and the State Defendants request that the Court issue an order to approve the
14 RSIP budget for the 2011-2012 fiscal year and to implement the allocation and schedule
15 described herein.

16 The District and the State Defendants further agree that the percentage or contribution
17 amounts set forth above may change pursuant to the issuance of a Court Order determining that
18 certain RSIP expenditures are no longer supported or needed to implement the RSIP, or that the
19 respective duties of the parties have changed during the course of the 2011-2012 budget year, or
20 pursuant to a Court Order authorizing additional RSIP expenditures for fiscal year 2011-2012.

21 **C. Redirection of Funds**

22 The District and State Defendants have obtained an agreement on the total RSIP budget
23 amount as well as the composition and costs of the individual line item amounts necessary for
24 these parties to address RSIP compliance as of May 6, 2011.

25 1. In order to maintain the line-by-line and overall RSIP budget amounts stated in this
26 stipulation, the District and State Defendants agree that there will be no redirection of funds from
27 the RSIP budget to any other District budget.

28 2. In order to maintain the line-by-line and overall RSIP budget amounts stated in this
 stipulation, the District and State Defendants agree that there will be no redirection of funds
 between the individual lines of this RSIP budget, unless the District provides counsel for the State

1 Defendants with written notice of its intent to redirect funds at least 15 calendar days before the
2 proposed redirection and any of the provisions stated in the below subsections apply. By entering
3 this stipulation, the State Defendants do not waive their right to pursue any legal remedies
4 available under the applicable rules of the federal court.

5 a. Definition: As used in this stipulation, redirection of funds within the RSIP will refer to
6 the funds being taken from a line item ("source line item") and being used as additional funds for
7 another line item ("recipient line item").

8 b. Magnitude: The District must indicate in its written notice of intent the magnitude of the
9 proposed redirection in terms of a dollar amount, as well as the percentage of the source line item
10 funds being taken and in terms of the percentage of recipient line item funds being augmented.

11 c. Procedures for Redirection:

12 (1) No Written Stipulation Necessary:

13 Where a single redirection involves an amount equal to 5% or less of the source line item
14 funds or the recipient line item funds for FY 2011-12, then no written stipulation between the
15 District and State Defendants is necessary to accomplish the redirection. Should three or more
16 redirections involving individual amounts equal to 5% or less of a specific source line item or a
17 specific recipient line item for fiscal year 2011-12 occur, then any subsequent redirections of such
18 line item funds must be accomplished in accordance with the "mandatory process" set forth below
19 at (2).

20 (2) Mandatory Process for Written Stipulation and/or Court Order:

21 i. Where the redirection involves more than 5% of the source line item funds or the
22 recipient line item funds for FY 2011-12, then the District must seek a written stipulation with the
23 State Defendants to accomplish the redirection.

24 ii. If the District and State Defendants are unable to reach a written stipulation
25 concerning the redirection of funds exceeding 5% of the source line item funds or the recipient
26 line item funds for fiscal year 2011-12, then the District and State Defendants shall engage in a
27 meet-and-confer process, with the facilitation and/or mediation of the Court's monitor, if so
28 requested by the District or State Defendants, to reach a written stipulation on such redirection.

1 iii. Absent a written stipulation, the District may seek Court authorization for redirection
2 of funds in an amount exceeding 5% of the source line item funds or the recipient line item funds
3 for fiscal year 2011-12 upon briefing and hearing conducted under the applicable rules of the
4 federal court.

5 **D. Changes in District Budget**

6 The District shall notify the State Defendants if its overall budget and/or any particular line
7 items of the District's budget is reduced during fiscal year 2011-12, as a result of and not limited
8 to staff furloughs, layoffs, freezes on scheduled salary increases, net salary savings from vacant
9 positions, reduction in school days, such that the actual amount needed to fund any stipulated
10 RSIP budget item or the overall RSIP budget is reduced. The District must notify the State
11 Defendants of that reduction or freeze by letter to the State Defendants' counsel within 30 days of
12 the action so that the District and the State Defendants may reach a stipulation on the amount of
13 any deposited RSIP funds to be returned or credited, and, if requested by either the District or the
14 State Defendants, engage in a meet-and-confer process, with the facilitation and/or mediation of
15 the Court's Monitor, to reach a stipulation. Absent a stipulation between the District and State
16 Defendants, the sought return or crediting of deposited RSIP funds may be determined by the
17 Court upon briefing and hearing conducted under applicable rules of the federal court.

18 Nothing in this stipulation constitutes a waiver by the District of its right to file a motion
19 with the Court seeking additional contribution from the State Defendants for an overall increase
20 in the RSIP budget due to extraordinary circumstances.

21 **E. Invoices on Compensatory Education Services**

22 As of July 2011, the District will require, as a provision of its contracts with compensatory
23 education service providers for services under the December 20, 2007 Order (Court Docket (CD)
24 1157), that the contractor provide a statement (such as a spreadsheet) to CDE and to the District,
25 at the same time, indicating (1) the SEIS student identification numbers of the students receiving
26 services, (2) the types of services provided to each student, (3) the number of minutes of service
27 provided and (4) the invoice numbers and amounts for rendered services for each student to
28 enable tracking of the rendered services and funds by student. Should a contractor not be

1 amenable to this provision, then the District will provide to the California Department of
2 Education (CDE) the invoices and indicate (1) the SEIS student identification numbers of the
3 students receiving services, (2) the types of services provided to each student, and (3) the number
4 of minutes provided for the rendered services. The District will provide a copy of the invoices to
5 CDE at the same time they are provided by the District to the Court Monitor.

6 As of July 2011, the District will indicate on the submitted invoices for products in lieu of
7 compensatory education services the SEIS student identification numbers of the students
8 receiving the products. The District will provide a copy of the invoices to CDE at the same time
9 they are provided by the District to the Court Monitor.

10 As of July 2011, the District will provide on a monthly basis to CDE a statement indicating
11 (1) the names of the students receiving compensatory education services from District employees,
12 including and not limited to teachers, (2) the types of services provided to each student, (3) the
13 number of minutes provided to each student for each service provided to that student in that
14 month, and (4) the amount paid to the employee for performing the compensatory education
15 service to the extent the employee is paid in excess of his or her standard salary for performing
16 such services.

17 **F. Quarterly Invoices**

18 The District and the State Defendants further agree that the District shall submit quarterly
19 invoices, in accordance with the same schedule agreed upon for payment into the Court registry,
20 to the Court Monitor reflecting the funding necessary to implement the First Amended Consent
21 Decree and RSIP.

22 The District and the State Defendants further agree that copies of any and all invoices, and
23 any supporting documents provided by the District to the Court Monitor shall also be provided at
24 the same time to the CDE.

25 The District and the State Defendants further agree that they shall meet and confer, upon
26 the request of either party received within 30 days after the submission of the quarterly invoices
27 to the Court Monitor, regarding the invoices or other documents provided to the Court Monitor.
28

1 The parties request that the Court Monitor be instructed to maintain an accounting of all such
2 invoices and forward them to the Court for immediate payment.

3 **G. Line Item Accounting**

4 The District and the State Defendants further agree that on a quarterly basis, in accordance
5 with the same schedule agreed upon for District payment into the Court registry beginning
6 October 3, 2011, and with a final statement due by August 31, 2012, the District will provide
7 CDE with a line item accounting of budget expenditures. Upon CDE's written request, the
8 District will provide backup documentation, in the form of and not limited to invoices and
9 expenditure reports, supporting the RSIP expenditures so that CDE can perform a quarterly audit
10 of RSIP expenditures.

11 **H. Audits of RSIP Service and Expenditure Records**

12 The District and the State Defendants further agree that the State Defendants may perform
13 additional audits of RSIP records under two circumstances:

14 (1) First, the State Defendants may perform additional audits of RSIP records if so
15 authorized by Court Order.

16 (2) Second, and in the alternative, the State Defendants may conduct additional audits upon
17 30 days notice to the District and the Court Monitor that the State Defendants have reliable
18 evidence of misuse or misappropriation of RSIP funds and intend to conduct an additional audit
19 of RSIP records to determine if misuse or misappropriation of RSIP monies has in fact
20 occurred. Where the State Defendants provide notice of their intent to conduct an audit on such
21 basis, the parties shall meet and confer, upon the District's request, to discuss disclosure of any or
22 all of the evidence of misuse or misappropriation of RSIP funds upon which the State
23 Defendants rely. Nothing in this stipulation shall prevent the District from seeking the Court's
24 intervention.

25 **I. Assumption of Special Education Services:**

26 Should any LEA assume legal and/or financial responsibility for providing special
27 education services at any school(s) within the District during the 2011-2012 fiscal year,
28 the Defendants agree to meet and confer, as defined by Local Rule 1-5(n), concerning any RSIP

1 budget issues that may arise from the assumption, including and not limited to: (1) the LEA's
2 financial responsibility for RSIP compliance, (2) the modification of the stipulated RSIP budget
3 to reflect the LEA's assumed role and responsibilities for the delivery of special education
4 services in lieu of the District's delivery, as funded under this RSIP budget, and (3) the
5 reversion of RSIP funds to the State Defendants as a result of special education services being
6 delivered by the LEA.

7 The Court Monitor may be included in this meet and confer process upon the request of
8 either Defendant. Should the Defendants be unable to reach agreement with regard to these
9 matters, the District or the State Defendants may petition the Court for modification of the
10 stipulated RSIP budget for fiscal year 2011-2012 upon briefing and hearing conducted under the
11 applicable rules of the federal court.

12 Dated: April 25, 2012 JOHN C. BEIERS, COUNTY COUNSEL
13 COUNTY OF SAN MATEO

14 By: /s/ Aimee B. Armsby
15 Aimee B. Armsby
16 Deputy County Counsel
17 *Attorneys for Ravenswood City School District*


18 Dated: April 25, 2012 OFFICE OF THE CALIFORNIA ATTORNEY GENERAL

19 By: /s/ Lisa Tillman
20 Lisa Tillman
21 Deputy Attorney General
22 *Attorneys for Defendants Delaine Eastin, Superintendent of*
23 *Public Instruction, and California Department of Education*
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~PROPOSED~~ ORDER

This Court has reviewed the amended stipulation of Defendants Delaine Eastin, Superintendent of Public Instruction, Department of Education (State Defendants) and Defendant Ravenswood City School District (District), collectively Defendants, concerning the 2010-2011 RSIP budget, and the allocation of the RSIP 2011-2012 budget and the Court Monitor's budget. (Court Docket, The amended stipulation corrected the April 16, 2012 payment indicated for the Court Monitor's budget from a total of \$466,426 to a total of \$466,425.

Dated: 04/30/2012 By: 
United States District Court Judge

SA2005104070
10867900.doc