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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO
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14
15 **THE PEOPLE OF THE STATE OF**
16 **CALIFORNIA, EX. REL. ROB BONTA,**
17 **ATTORNEY GENERAL OF THE STATE**
18 **OF CALIFORNIA,**

Plaintiff,

19 v.

20 **NATOMAS UNIFIED SCHOOL**
21 **DISTRICT,**

Defendant.

Case No. 26CV022865

**[PROPOSED] STIPULATED
JUDGMENT**

Dept.: 8C
Action Filed: September 28, 2026

INTRODUCTION

Plaintiff, the People of the State of California (People or Plaintiff), by and through Rob Bonta, Attorney General of the State of California, and Defendant the Natomas Unified School District (the District) (collectively, the Parties, and any one of them a Party) hereby stipulate to the entry of this judgment (Judgment) by the Court without the taking of proof and without trial or adjudication of any fact or law. This Judgment is the result of the Attorney General's investigation of the District that commenced in January 2023 and concluded in September 2025. The Attorney General acknowledges that the District voluntarily cooperated throughout the investigation. The Attorney General further acknowledges that the District was not afforded the opportunity to review the People's Complaint for Injunctive Relief during the negotiation associated with the Judgment, but the District was verbally presented with the Attorney General's findings and allegations in the Complaint at the conclusion of the investigation. The District hired the current Superintendent in July 2023, after the investigation was initiated, and the District believes it has taken steps to address issues within the scope of the Attorney General's investigation over the prior three years.

This Judgment does not constitute evidence of or admission by the District regarding any issue of law or fact alleged in the People's Complaint for Injunctive Relief on file in this action or any of the allegations, findings, or conclusions set forth herein. The District expressly denies any and all liability, wrongdoing, or noncompliance, and enters into this Judgment solely to resolve disputed claims without the burden, expense, or uncertainty of litigation. The Parties have waived their right to appeal, and the Court having considered the matter and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

The Sacramento County Superior Court has jurisdiction over the allegations and subject matter of the Complaint filed in this action, and the Parties to this action; venue is proper in the County of Sacramento; and this Court has jurisdiction to enter this Judgment against the District.

INJUNCTION

The District is permanently enjoined from violating the causes of action set forth in the People's Complaint, and for the term of this Judgment established in Section VII, shall engage in the following agreed upon actions established herein.

1 **I. DEFINITIONS**

2 **A.** For the purposes of this Judgment, the following definitions apply:

3 1. “Attorney General” means the Attorney General of the State of California, including
4 his agents, and includes the Office of the Attorney General and the California Department of Justice
5 (DOJ).

6 2. “Board” means the Natomas Unified School District’s Board of Trustees.

7 3. “Court” means the Superior Court of the State of California, County of Sacramento.

8 4. “Day,” unless otherwise specified, means calendar day. If the date by which an action
9 is to be performed or completed under this Judgment falls on a weekend or a state or federal holiday,
10 the date by which the action shall be performed shall be the next day that is not a weekend day or
11 holiday.

12 5. “District” means the Natomas Unified School District, including its Personnel and
13 Board of Trustees.

14 6. “District Coordinator” means the person designated to perform the functions to be
15 performed by a “District Coordinator” as set forth in this Judgment.

16 7. “District Policy” and “District Policies” means the District’s Board policies and
17 administrative regulations.

18 8. “Effective Date” means the date the Court enters this signed Judgment as an order of
19 the Court.

20 9. “Personnel” means all employees (full-time, part-time, and/or contracted) of the
21 District. Personnel does not include vendors, service providers, or contractors whose services are
22 limited to short-term, incidental, or non-student related roles (i.e., those who do not work directly
23 with students), nor does it include substitute employees.

24 10. “Positive Behavior Intervention and Supports” (PBIS) means an evidenced-based
25 tiered framework for supporting students’ behavioral, academic, social, emotional, and mental
26 health.

27 11. “Monitoring Period” means the period commencing the first day after the Effective
28 Date that is not a weekend day or holiday, to the termination date of the Judgment which shall be

1 two (2) years from the Effective Date or ninety (90) days from the end of the 2027-2028 school
2 year whichever is later, unless time is extended as set forth in Section VII.

3 12. “Substantive Provisions” means the provisions in Sections II and III of this Judgment.

4 13. “Uniform Complaint Procedures” or “UCP” refers to the “system of complaint
5 processing” that school districts are required to maintain under California Education Code section
6 33315, the minimum requirements of which are set forth in California Code of Regulations, title 5,
7 section 4620 et seq.

8 **II. SELF-REPORTING AND COMPLIANCE MONITORING**

9 **A. Self-Reporting**

10 1. The District shall provide regular reports to the Attorney General regarding the
11 District’s compliance with all provisions of the Judgment pursuant to the timeline set forth in
12 Section II.A.3 below. The District shall prepare biannual reports for the first year of the Monitoring
13 Period and annual reports thereafter. Each report shall be supported by declaration(s), made under
14 oath, and additional documentation where appropriate, including but not limited to copies of revised
15 Policies, notices to Personnel, and/or training materials.

16 2. The District’s reports to the Attorney General shall include:

- 17 a. A summary of the District’s compliance with the Substantive Provisions of
18 this Judgment;
 - 19 b. A summary of any actions the District will take or has taken to implement
20 any recommendations made by the District-level PBIS leadership team
21 pursuant to their duties under Section III.C.2.
 - 22 c. A summary of any actions the District will take or has taken to implement
23 any recommendations by the PBIS technical assistance provider described in
24 Section III.C.4, including a summary of the technical assistance provided,
25 and any PBIS fidelity assessment results.
 - 26 d. A summary of the District’s PBIS systems and the District’s progress toward
27 consistent implementation of PBIS across school sites;
- 28

- e. A summary of any improvements or modifications to District Policies and practices that have been made or will be made as a result of the advisory committees' suggestions outlined in Section III.D.1 below.
- f. A summary of the annual reviews conducted pursuant to Section III.F below and the District's progress toward eliminating discrimination in discipline and addressing high rates of exclusionary discipline.
- g. A summary of the District's use of contractual discipline mechanisms, pursuant to Section III.H below;

3. With the exception of the final report discussed in Section II.A.5, the District shall, within sixty (60) days of the end of each reporting period, provide a draft report to the Attorney General regarding the District's compliance during that reporting period with all the Substantive Provisions of the Judgment. The Parties shall, within thirty (30) days thereafter, meet and confer regarding any revisions or clarifications sought by the Attorney General and to discuss the District's actions it will take or has taken to implement any of the recommendations made by the Attorney General, and/or the District-level PBIS leadership team and PBIS technical assistance provider. The District shall consider the Attorney General's feedback and make appropriate changes before finalizing the report. If the Parties are not able to agree, after meeting and conferring, regarding any revisions or clarifications to the report, or which of the recommendations the District will implement the issue shall be subject to the dispute resolution process described in Section IV. All draft reports and any associated revisions exchanged between the District and the Attorney General shall remain strictly confidential and privileged from disclosure under the California Public Records Act. The District shall, within thirty (30) days of the Parties' conference, finalize the report and provide the final report to the Attorney General. The final reports shall be public except for material covered by applicable privacy and confidentiality laws.

4. The self-reporting obligations in Section II.A and the meet-and-confer process for draft reports under Section II.A.3 shall serve as the mechanism for the Attorney General to raise

1 any concerns regarding non-compliance with the Substantive Provisions of this Judgment prior to
2 the termination date as set forth in Section VII.

3 5. Ninety (90) days before the termination of the Judgment as set forth in Section VII,
4 the District shall provide a final report to the Attorney General addressing compliance with all the
5 Substantive Provisions of this Judgment. The Parties shall then engage in the process outlined in
6 Section VII below to discuss whether the Judgment can be terminated upon substantial
7 compliance or whether any provisions of the Judgment should be extended pursuant to Section
8 VII.

9 **B. Requests for Information, Documents, and Access Relating to Compliance**

10 1. The Attorney General may reasonably request from the District information and
11 documents related to compliance with any provision of this Judgment. Unless otherwise agreed
12 upon by the Parties, the Attorney General shall submit requests for information and documents
13 through the District Coordinator and counsel for the District. The District shall furnish all such
14 information and documents within its possession, custody, or control no later than seven (7)
15 business days after the request is made, unless the Parties agree in writing to another date.

16 2. The Attorney General may make reasonable requests to the District to speak with
17 Personnel as part of their efforts to ensure compliance with and implementation of Section III of
18 this Judgment. The District shall facilitate access to specifically identified Personnel upon the
19 Attorney General providing the District with the name(s) of the Personnel or the job position/title
20 of the Personnel it seeks to speak with related to compliance with Section III of this Judgment. The
21 District shall facilitate such discussions with Personnel by providing the Attorney General
22 reasonable access to its facilities at a mutually agreed time and date, to the extent necessary.

23 3. The Attorney General shall be able to reasonably request direct access to the District's
24 facilities, including any District school, necessary to ensure compliance with Section III of this
25 Judgment. The Attorney General will work with the District to determine a reasonable time and
26 date for access to any facilities as needed.

27 **III. AGREED UPON ACTIONS**

28 During the Monitoring Period, the District shall carry out the following actions:

1 **A. District Coordinator**

2 1. The Parties have agreed that the District's Chief of Staff shall serve as the District
3 Coordinator. The District's Chief of Staff shall report directly to the District's Superintendent, and
4 with the Superintendent, shall be responsible for overseeing implementation of this Judgment,
5 including but not limited to training, and review of the System of Positive Behavior Intervention
6 and Supports (PBIS) set forth in Section III.C.1. In the event that the District decides to replace the
7 District Coordinator at any time during the Monitoring Period, the District shall so inform the
8 Attorney General, and shall meet and confer with the Attorney General to select a new District
9 Coordinator.

10 **B. Behavior Management Policies and Practices**

11 1. The procedures set forth in this paragraph shall apply whenever this Judgment
12 requires the District to submit District Policies or other documents to the Attorney General for
13 review. The District shall provide the Attorney General with copies of any revised District Policies,
14 guidance documents, and templates, such as student parent handbooks, staff handbooks, discipline
15 matrices, pursuant to the deadlines set forth in the Judgment below, prior the first Board reading
16 or, for guidance documents and templates that are not presented to the Board, before they are
17 distributed to schools. The Attorney General shall provide any written feedback within forty-
18 five(45) calendar days of receipt. The District shall consider any timely feedback received before
19 Board approval or, for guidance documents and templates that are not presented to the Board, before
20 distribution. If such documents have already been approved or distributed before the Attorney
21 General provides timely feedback, the District shall consider that feedback and, as appropriate,
22 incorporate any resulting revisions into a subsequent version or redistribute revised documents, if
23 warranted. Feedback received after the forty-five(45)-calendar-day period may be considered by
24 the District but shall not delay the Board's review or approval process or the distribution of
25 guidance documents or templates. All such Policies, guidance documents, and templates shall
26 comply with state law and this Judgment.

27 2. Within ninety (90) days of the Effective Date, the District shall provide, for review by
28 the Attorney General revised District Policies addressing the subjects identified below, together

1 with any related guidance documents and templates, including student parent handbooks, staff
2 handbooks, discipline matrices, and any other applicable guidance documents provided to its
3 schools.

- 4 a. Explicit prohibition on the use of undocumented informal school removals
5 (e.g., sending a student home for the day) as a disciplinary consequence.
- 6 b. Requirements that Personnel, including substitute teachers, to the extent
7 practicable given the duration of the substitute teachers' assignment, must
8 follow if they elect to remove students from their regular classroom, such as
9 removal to a "buddy classroom," including, but not limited to, time limitations
10 for a student's absence from their regular classroom and procedures for
11 properly tracking and recording such removals.
- 12 c. Accurate and complete recording of out-of-school suspensions.
- 13 d. Prohibition of suspension from school or recommendation for expulsion for
14 willful defiance or disruption, as stated in California Education Code section
15 48900, subdivision (k), consistent with District Policy which the Board
16 approved in 2021.

17 18 **C. PBIS Review and Planning**

19 1. Within one-hundred-fifty (150) days of the Effective Date, in consultation with the
20 Attorney General, the District shall review its PBIS systems District-wide, and its implementation
21 of Responsive Classroom, and develop a written plan to ensure consistency of PBIS implementation
22 across school sites with an emphasis on culturally responsive and restorative practices that takes
23 into account the individual needs of students. In creating this plan, the District shall assess how to
24 ensure consistent use of school-site data collection instruments to help track and understand
25 behavior patterns, disproportionality, and effectiveness of resolutions.

26 2. Consistent with best practices, the District shall establish a District-level PBIS
27 leadership team. The District PBIS leadership team shall steer PBIS implementation, monitor its
28 effectiveness across school-sites and coordinate with school-site leadership teams. Within one-

1 hundred-fifty (150) days of the Effective Date, the District-level PBIS leadership team shall make
2 and include in its written plan recommendations for improvement and best practices related to PBIS
3 implementation and behavior management.

4 3. The District currently maintains school-site teams responsible for implementing PBIS
5 at each school site. As part of this plan, the District shall ensure that these existing teams implement
6 PBIS, monitor its effectiveness, and coordinate with the District leadership team. School-site
7 leadership teams shall include input from students, parents and guardians, teachers, special
8 education teachers, counselors, classified security/campus monitors, and school-site
9 administration. Each team shall regularly review and adjust their membership to ensure that
10 representation include the opportunities for voices of students and families from diverse racial,
11 ethnic, language, and ability identities, including LGBTQIA+, and shall regularly review and adjust
12 its procedures to ensure meaningful participation from all stakeholders.

13 4. Within ninety (90) days of the Effective Date, the District shall engage, for the two full
14 academic years covered by the Monitoring Period, a qualified external PBIS technical assistance
15 provider with experience in PBIS implementation and training and inform the Attorney General of
16 the identity of the provider. The provider shall provide training, coaching, and fidelity assessments
17 to the District-level PBIS leadership team and school-site PBIS teams to strengthen PBIS
18 implementation across Tiers 1-3. The provider shall meet with the District-level PBIS leadership
19 team at least quarterly and conduct annual fidelity assessments sufficient to evaluate PBIS
20 implementation at both the District and school-site levels.

21 **D. Advisory Committees**

22 1. The District has established committees to receive information from the community.
23 The committees include, but are not limited to: Student Voices Advisory Council, Diverse
24 Conversations Committee, and the Superintendent's Parent Advisory Council. Once a school year
25 during the Monitoring Period, the District shall dedicate at least one meeting with a stakeholder
26 committee, comprised of community members, which can include the Student Voices Advisory
27 Council, Diverse Conversations Committee, the Superintendent's Parent Advisory Council, or any
28 other stakeholder committee the Parties agree on, to provide suggestions on District Policies and

1 practices regarding discipline and communications with parents/guardians, students, and the
2 community regarding the same. Within sixty (60) days of each meeting, a written summary of the
3 meeting shall be provided to the Attorney General. The District Superintendent or designee shall
4 review the summaries to identify potential improvements or modifications to District Policies and
5 practices. The District shall provide notice of any changes made to District Policies as a result of
6 the committees' suggestions to the Attorney General.

7 **E. Information to Parents/Guardians and Education Rights Holders**

8 1. During the Monitoring Period, the District shall provide information to
9 parents/guardians, and education rights holders during its annual Back to School Night presentation
10 at each school site. The presentation shall:

- 11 a. Emphasize the District's commitment to treating all students fairly and
12 equitably in the administration of discipline without regard to any protected
13 status or group, including but not limited to foster youth or unhoused status.
- 14 b. Discuss what is expected of students and Personnel, including substitute
15 teachers, to the extent practicable given the duration of the substitute teachers'
16 assignment, under the revised District Policy;
- 17 c. Describe the alternative means of correction required pursuant to Education
18 Code section 48900.5;
- 19 d. Explain the law supporting the steps and practices the District will be
20 implementing to provide a safe, welcoming, and supportive school
21 environment; and
- 22 e. Describe the ways in which parents/guardians, and education rights holders
23 can partner with the District to provide a safe, welcoming, and supportive
24 school environment.

25 2. During the Monitoring Period, a copy of the Back to School Night presentations will
26 be provided to the Attorney General no later than thirty (30) days after the presentations.

1 **F. Data Analysis and Review of Disciplinary Actions**

2 1. The District shall conduct annual reviews, disaggregated by demographic categories
3 maintained by the District, once at the end of the 2026-2027 school year and once at the end of
4 2027-2028 school year, of all exclusionary outcomes, such as class suspension, in-school
5 suspension, out-of-school suspension, referral for arrest, referral for suspension, suspension,
6 referral for expulsion, expulsion—including those that are not formally classified as expulsions but
7 used as alternatives, such as abeyance contracts and agreements in lieu of discipline—to help assess
8 compliance with anti-discrimination state laws relating to protected groups.

9 2. Within thirty (30) days of the completion of the annual review described in Section
10 III.F.1, the District shall provide to the Board and the Attorney General outcomes of these reviews,
11 including the disaggregated District- and school-site-level data. This data will inform one (1)
12 regularly scheduled discussion per year during the Monitoring Period between the District and the
13 Attorney General. The review and discussion will focus on progress toward eliminating
14 discrimination in discipline and addressing any high rates of exclusionary discipline.

15 3. The District shall conduct two annual reviews, once for the 2026-2027 school year, and
16 once for the 2027-2028 school year, of all expulsions and other reportable disciplinary data
17 submitted to CALPADS, and related student exit/transfer codes. The District shall complete its
18 annual review and provide (a) a written summary of its review process and findings, and (b) the
19 underlying data used in the review, to the Attorney General no later than fifteen (15) days after
20 completion of the review and at least thirty (30) days prior to the CALPADS certification deadline.

21 4. Within thirty (30) days of the Effective Date, the District shall prepare to implement
22 changes to its data system to comply with California Education Code section 33317.3, as amended
23 by Assembly Bill No. 1984 (2023–2024 Reg. Sess.), commencing with the 2026-2027 school year.

24 **G. Student Privacy Policies and Practices**

25 1. Within ninety (90) days of the Effective Date, the District shall provide, for review by
26 the Attorney General prior to Board approval, revised District Policies and procedures that comply
27 with all applicable state and federal privacy laws, including the Family Educational Rights and
28 Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA) and California

1 Education Code section 49076, and includes written guidelines that details with specificity the steps
2 Personnel, including substitute teachers, to the extent practicable given the duration of the substitute
3 teachers' assignment, at individual District school sites must follow in response to a request for
4 confidential student education records, including information regarding the positions of Personnel
5 whose approval is necessary for any disclosure to take place. These written guidelines shall cover
6 potential disclosures to the public, such as those related to requests by members of the press, or
7 statements made to media outlets.

8 2. Within ninety (90) days of the Effective Date, the District shall provide, for review by
9 the Attorney General prior to Board approval, written District Policy and procedures, regarding
10 how to respond to an unauthorized disclosure of confidential student education records that
11 includes:

- 12 a. Notifying the parent/guardian or student of the disclosure;
- 13 b. Reminding the parent/guardian/student that the District is required to maintain
14 a record of each disclosure of personally identifiable information with the
15 education records of the student, and the parent/guardian/student may ask to
16 see whom the District is disclosing their records to;
- 17 c. Informing the parent/guardian/student of their right to file a complaint with
18 the United States Department of Education Student Privacy Policy Office
19 (SPPO).
- 20 d. Contact information for anyone who has questions about the District Policy
21 on privacy.

22 3. Nothing in the above paragraph shall be construed to replace any obligations the
23 District may have under California Civil Code section 1798.29 regarding data breaches.

24 4. Within ninety (90) days of the Effective Date, the District shall ensure compliance with
25 the requirement under 34 Code of Federal Regulations part 300.623(d), to maintain for public
26 inspection, a current listing of the names and positions of those employees within the District who
27 may have access to personally identifiable information, and designate Personnel responsible for
28

1 ensuring that the listing is up to date. The District shall provide this listing, including the list of
2 Personnel responsible for ensuring that it is up to date, to the Attorney General.

3 5. Within ninety (90) days of the Effective Date, the District shall designate all Personnel
4 responsible for ensuring the proper implementation of FERPA, IDEA, and the California Education
5 Code's requirements to track student records disclosures. Within thirty (30) days of this
6 designation, the District shall confirm completion of this requirement to the Attorney General.

7 6. Within ninety (90) days of the Effective Date, the District shall review its "Annual
8 Notification" and update it as necessary to ensure that the District's Annual Notification includes:

- 9 a. The students/ parents/ and guardians' rights and responsibilities;
10 b. A listing of who is a "school official" and what constitutes "a legitimate
11 educational interest." (34 C.F.R. § 99.7(a)(3)(iii).)

12 7. Within one-hundred-twenty (120) days of the Effective Date, the District shall create a
13 "Student Privacy" section on the District's website that shall provide links to:

- 14 a. Relevant District Policies,
15 b. The annual notification required under FERPA, and
16 c. A link to the California Department of Education's website regarding Student
17 Records and Privacy: <https://www.cde.ca.gov/ds/ed/dataprivacy.asp>.

18 **H. Contractual Discipline Mechanisms Policies and Practices**

19 1. Within ninety (90) days of the Effective Date, the District shall ensure the following
20 procedural safeguards are provided when the District elects to use stipulated expulsion agreements,
21 abeyance contracts, agreements in lieu of discipline, and similar disciplinary mechanisms:

- 22 a. The District shall provide a full copy of the proposed disciplinary agreement,
23 including all terms and conditions, to the student and parent/guardian at least
24 twenty-four (24) hours in advance of any meeting where the agreement will
25 be discussed.
26 b. The District shall send the "Notice of Explanation of Rights" described in
27 Section III.H.2 below.
28

- 1 c. All documents shall be translated pursuant to the standard set forth in
2 California Education Code section 48985. If the primary language of the
3 student and/or parent/guardian is not covered by California Education Code
4 section 48985, and the student and/or parent/guardian requests the stipulated
5 expulsion agreement, abeyance contract, agreement in lieu of discipline, or
6 similar disciplinary document in that language, or requests assistance of an
7 interpreter for purposes of discussing such document, the District shall make
8 best efforts to provide translations and/or assistance.
- 9 d. A parent/guardian shall have at least seventy-two (72) hours to sign or reject
10 any proposed disciplinary agreement, though the District may provide
11 additional time.
- 12 e. Thirty (30) days after the conclusion of the 2026-2027 and 2027-2028 school
13 years, the District shall furnish to the Attorney General a sample of ten (10)
14 fully executed disciplinary agreements entered into to resolve the conduct
15 underlying a student's recommendation for expulsion during the applicable
16 school year. Ten (10) days after the conclusion of the applicable school year,
17 the District shall first provide the Attorney General with an anonymized list
18 of all disciplinary agreements executed during the applicable school year,
19 identifying the agreement type, date of execution, and school site. Within five
20 (5) days of receipt of the list, the Attorney General shall select the ten (10)
21 agreements to be produced from that list.

22 2. Within ninety (90) days of the Effective Date, the District shall create for review and
23 approval by the Attorney General, an accessible "Notice of Explanation of Rights." This notice
24 shall be sent to any parent/guardian for review at least twenty-four (24) hours before any meeting
25 where the District may discuss an agreement as an alternative to proceeding with an expulsion
26 hearing, such as a stipulated expulsion agreement, abeyance contract, an agreement in lieu of
27 discipline, or any agreement for a student to transfer to an alternative education setting, such as a
28

1 county community school, community day school, or continuation school. The “Notice of
2 Explanation of Rights” shall:

- 3 a. Explain the student’s right to a full expulsion hearing, including the right for
4 the student or student’s parent/guardian to be present at the hearing, to be
5 represented by legal counsel or a non-attorney advisor, to inspect and obtain
6 copies of all documents to be used at the hearing, to confront and question all
7 witnesses who testify at the hearing, to question all other evidence presented,
8 and to present oral and documentary evidence on the student’s behalf, as well
9 as the right to appeal any expulsion decision, and the voluntary nature of any
10 waiver.
- 11 b. Explain that the parent/guardian and student have the right to consult with
12 legal counsel or a non-attorney advisor prior to signing any disciplinary
13 agreement, that entering into such an agreement constitutes a voluntary waiver
14 of the hearing rights described above, and that if the agreement is not signed,
15 the District must proceed through the expulsion hearing process before any
16 expulsion decision can be made;
- 17 c. State clearly that the parent/guardian is not required to sign the agreement at
18 the meeting at which it is presented and that they have at least seventy-two
19 (72) hours to consider the document, and that the parent/guardian may request
20 additional time from the District as needed.
- 21 d. The parent/guardian’s right under California Education Code section 1981
22 subdivision (d)(2) to rescind a voluntary placement and have the student
23 immediately reenrolled in the school that the student attended at the time of
24 referral, if applicable.
- 25 e. Inform the parent/guardian that they may request the assistance of an
26 interpreter at any meeting related to the student’s discipline and may request
27 translation of disciplinary documents into their primary language.

1 3. The District shall retain records demonstrating the “Notice of Explanation of Rights”
2 document was sent to parents/guardians and provide copies to the Attorney General.

3 4. The District shall ensure that any readmission conditions included in any future
4 stipulated expulsion agreements, abeyance contracts, and similar disciplinary mechanisms are
5 tailored to each student’s individual circumstances, considering each student’s specific needs,
6 ability to meet the conditions, and the behavior that led to the expulsion or other exclusionary
7 outcome.

8 5. Within ninety (90) days of the Effective Date, the District shall update the formal
9 written readmission District Policy and provide a copy to the Attorney General, that complies with
10 California Education Code section 48916 by requiring the governing board to set a specific
11 readmission review date at the time the expulsion is ordered.

12 6. Annually within thirty (30) days of the end of each school year during the Monitoring
13 Period, the District shall provide the Attorney General with a complete copy of the data the District
14 is required to collect and maintain pursuant to Education Code section 48916.1(e)(1), as amended
15 by Assembly Bill No. 1230 (2025–2026 Reg. Sess.). The District shall not aggregate, anonymize,
16 or otherwise limit the data in a manner that prevents the Attorney General from performing their
17 duties under the Judgment. Non-public student personal information provided to the Attorney
18 General shall be kept confidential by the Attorney General.

19 **I. Training Personnel**

20 **Notification of Revised District Policies**

21 1. The District shall, within thirty (30) days of the adoption of each of the revised
22 District Policies and documents set out in Sections III. B, C, D, G, H, and J, notify all Personnel
23 of the revised District Policies and documents, including through a written memorandum
24 circulated to all Personnel, including substitute teachers, to the extent practicable given the
25 duration of the substitute teachers’ assignment, by email, posted at each school, and through any
26 other usual means of communicating policy changes to Personnel and substitute teachers. The
27 District shall at the time that such written memorandum is circulated, provide a copy of the notice
28 to the Attorney General. Any further revisions to the District’s Policies described in this

Judgment made while this Judgment remains in effect shall be provided to the Attorney General for review prior to Board approval.

2. The District shall train all Personnel, and where necessary substitute teachers, as agreed on by the Parties and to the extent practicable given the duration of the substitute teachers' assignment, on any revised District Policies adopted pursuant to this Stipulated Judgment.

3. Nothing in this Judgment is intended to: (a) alter the existing collective bargaining agreements; or (b) impair the collective bargaining rights of employees under State and local law.

Trainings Related to Student Behavior Management and Discipline

4. The District shall provide all Personnel, as agreed on by the Parties, training and ongoing coaching and support during the Monitoring Period regarding:

- a. Implementation of PBIS;
- b. Nondiscrimination in discipline, equity, and equitable decision-making;
- c. Bias, including explicit and implicit bias, and individual and system-wide strategies to address both;
- d. How to implement conflict resolution and de-escalation techniques, trauma-informed and restorative practices in class and school-wide;
- e. Implementation of social-emotional learning curriculum;
- f. Special education requirements under federal and state law to provide a free appropriate public education (FAPE) to students eligible for special education services, timely assessments of Individualized Education Programs (IEP), and manifestation determination reviews.

Trainings Related to Student Privacy

5. The District shall provide any Personnel who have access to confidential student information, including substitute teachers as agreed upon by the Parties and to the extent practicable given the duration of the substitute teachers' assignment, with training during the Monitoring Period regarding the confidentiality of student records under applicable state and federal law, including but not limited to FERPA, the California Education Code, and the IDEA.

- 1 a. The trainings provided in the above paragraph may be conducted in-person or
2 virtually, provided the trainings include: (1) the necessary information on
3 student privacy including, but not limited to, what is considered a confidential
4 student record under applicable state and federal law, what information may
5 and may not be disclosed without prior written consent from an education
6 right holder pursuant to FERPA, the California Education Code, and the
7 IDEA, and District Policies on student privacy; and (2) are sufficiently
8 interactive to verify participation by all required attendees.

9 6. The District shall provide the Personnel referenced in Section III.G.4 responsible for
10 ensuring that the District's list under 34 Code of Federal Regulations part 300.623(d) is up to date,
11 annual training during the Monitoring Period regarding their duties.

12 7. The District shall provide the Personnel referenced in Section III.G.5, annual training
13 during the Monitoring Period on the proper implementation of FERPA, IDEA, and the California
14 Education Code's requirements to track student records disclosures.

15 **Trainings Related to the Complaint Process**

16 8. The District shall provide all Personnel, as agreed upon by the parties, annual training
17 during the Monitoring Period on the laws and District Policy that protect students and Personnel
18 from discrimination, harassment, retaliation, and intimidation including the:

- 19 a. Scope and application of the Uniform Complaint Procedure (UCP) to
20 discrimination, harassment, retaliation, and intimidation oral and written
21 reports and complaints in District programs or activities;
22 b. Type of conduct for which reports can be made and the complaint process;
23 and
24 c. Reporting requirements for Personnel witnessing, observing, or otherwise
25 receiving notice of discriminatory, harassing, retaliatory, or intimidating
26 conduct that may be covered by the UCP and District Policy.

27 **Training Approval**

28 9. For the 2026-2027 school year, the District shall provide for the Attorney General's

1 review and comment for compliance with the judgment and consistency with the law, all training
2 materials, course outlines, and the trainer(s) regarding the topics in Paragraphs 3 through 8 of
3 Section III.I within thirty (30) days of the Effective Date. For the 2027-2028 school year, the
4 District shall provide for the Attorney General's review and comment for compliance with the
5 judgment and consistency with the law, all proposed and current training materials, course outlines,
6 and the proposed trainer(s) regarding the topics in Paragraphs 3 through 8 of Section III.I, no later
7 than March 1, 2027. The Attorney General shall provide any comments regarding the District's
8 compliance with the judgment and consistency with the law within forty (40) business days of
9 receipt of the materials for the 2026-2027 school year and within twenty (20) business days of
10 receipt of the materials for the 2027-2028 school year. If the Attorney General does not provide
11 comments within that time, the Attorney General shall be deemed to have no objection, and the
12 District may proceed with the training materials, course outlines, and trainer(s) as submitted. The
13 District shall meet and confer with the Attorney General regarding any comments provided, and
14 shall incorporate any revisions made in good-faith response to the Attorney General's comments.

15 **Certification of Completion of Trainings**

16 10. The District shall provide evidence to the Attorney General that all required Personnel,
17 including any substitute teachers, to the extent practicable given the duration of the substitute
18 teachers' assignment, have attended the training described in Section III.I, no later than thirty (30)
19 days after the conclusion of the training. The failure of any individual employee to attend the
20 required training shall not, by itself, be treated as the District's noncompliance with the training
21 provisions of this Judgment, however, the District will make best efforts to ensure that all persons
22 required to undergo the trainings as agreed upon by the parties, have attended the trainings or get
23 scheduled for makeup trainings. The District shall retain a copy of all training materials—including
24 agendas, handouts, and PowerPoint slides (including presenter talking points) or
25 similar/comparable presentation materials used—and provide copies of such materials to the
26 Attorney General, also no later than thirty (30) days after the conclusion of the training.

27 11. All persons required to undergo training under Section III.I, shall receive the trainings
28 within sixty (60) days of the date they were hired, or appointed, or contracted.

1 **J. Complaint Process Review**

2 1. Within one-hundred-twenty (120) days of the Effective Date, the District shall conduct
3 a review of the current complaint management mechanism, known as Constituent & Customer
4 Services, to ensure transparent tracking and timely follow-up with students and parents/guardians
5 for accountable resolution.

6 2. After conducting the assessment, within thirty (30) days, the District shall provide a
7 report to the Board and the Attorney General summarizing the District's findings and any proposed
8 changes to District Policy and practices, as well as a timeline for implementing all recommended
9 reforms.

10 3. Within ninety (90) days of the Effective Date, the District shall ensure that complaint
11 forms and notices are available in all applicable languages pursuant to California Education Code
12 section 48985 and ensure that the District's website has a link to the District's General Complaint
13 Form in these languages.

14 4. Within ninety (90) days of the Effective Date, the District shall ensure the UCP
15 Coordinator's duties include:

- 16 a. Receiving all oral and written reports and complaints of discrimination,
17 harassment, and retaliation;
18 b. Providing complaining parties the written response specified in Section III.J.5.
19 c. Tracking each complaint and ensuring timely investigation and
20 communication with students and parents/guardians;
21 d. Overseeing the investigation of all complaints; and
22 e. Reviewing, analyzing, and reporting on complaint trends.

23 5. Within sixty (60) days of the Effective Date, the District shall create a standardized
24 written response, subject to approval by the Attorney General, to be provided to all individuals who
25 report or complain orally or in writing setting forth the District's complaint investigation and
26 resolution options, including the UCP process procedural steps and timelines, and a link to the
27 complaint form.

1 **K. Ascendancy Solutions Inc.’s Audit**

2 1. The Attorney General is informed by the District that prior to the entry of this
3 Judgment, the District engaged Ascendancy Solutions, Inc. (Ascendancy Solutions), to conduct an
4 audit of its special education program, which will include an assessment of disproportionate
5 representation, disciplinary actions and exclusionary practices for students with Individualized
6 Education Programs who are African American/Black, Hispanics English Language Learners and
7 Asian Pacific Islanders, determination of infidelity of implementation of the District’s Behavior
8 Matrix, and determination of successful alternatives to suspension and exclusion from instruction.

9 2. The Attorney General is informed by the District that the audit will be completed before
10 the end of the 2026-2027 school year. The District shall share the Ascendancy Solutions’ report
11 with the Attorney General within fifteen (15) days of the submission of the Ascendancy Solutions’
12 report to the District.

13 **IV. DISPUTE RESOLUTION**

14 1. It is the Parties’ intent to work collaboratively to address any disputes related to, or
15 non-compliance with, this Judgment. Unless a different timeframe is specified in this Judgment,
16 should a dispute arise, the Parties shall, within ten (10) business days, initiate the meet and confer
17 process.

18 **V. SCOPE OF JUDGMENT**

19 1. Nothing in this Judgment alters the requirements of federal or state law to the extent
20 these laws may currently, or upon future amendment will, offer greater protection.

21 2. Nothing in this Judgment alters the right of any person who believes the District has
22 violated the person’s rights under any law to file a civil action or other proceeding seeking redress
23 for the alleged violation(s). However, this Judgment is enforceable only by the Parties. No person,
24 entity, or class is intended to be a third-party beneficiary of the provisions of this Judgment for
25 purposes of any civil, criminal, or administrative action, and accordingly, no person, entity, or class
26 may assert any claim or right as a beneficiary of this Judgment.

27 3. Nothing in this Judgment limits in any way the powers vested in the Attorney General
28 by the California Constitution and state statutory law, regulation, and common law, including but

1 not limited to, California Government Code section 11180 et seq., to oversee and enforce any
2 California laws and regulations; provided, however, that any enforcement action arising from
3 conduct outside the scope of this Judgment shall be brought in a separate proceeding.

4 4. Nothing in this Judgment limits the Attorney General's jurisdiction or ability to conduct
5 any investigation or enforcement action with regard to the District's compliance with this
6 Judgment; provided, however, that this Judgment's enforcement mechanism shall not extend to
7 conduct beyond the scope of this Judgment and underlying investigation.

8 **VI. COURT JURISDICTION**

9 1. This Judgment shall take effect immediately upon entry thereof by the Court, and the
10 date of such entry is the Effective Date of the Judgment.

11 2. Jurisdiction is retained by the Court to enforce the Judgment for the Monitoring Period
12 set forth in Section I.A., above, and for any extended period beyond that pursuant to Section VII.2,
13 for the purpose of enabling any Party to apply to the Court at any time for such further orders and
14 directions as may be necessary or appropriate for the interpretation or carrying out of this Judgment,
15 for the modification of any of the injunctive provisions hereof, for enforcement of compliance
16 herewith, and for the punishment of violations hereof, if any.

17 **VII. JUDGMENT TERM AND TERMINATION**

18 1. The Judgment will terminate automatically two (2) years from the Effective Date, or
19 ninety (90) days from the last day of the 2027-2028 school year, whichever is later, if the District
20 is in substantial compliance—meaning that the District has implemented the material provisions of
21 the Judgment, and that any deviations are minor or technical—with all of the Substantive Provisions
22 of the Judgment. Within thirty (30) calendar days of the last day of the 2027-2028 school year, the
23 District shall compile and provide to the Attorney General all information and documentation
24 necessary to assess the District's compliance with the Substantive Provisions of the Judgment.
25 Within thirty (30) calendar days of receipt of such information and documentation, the Attorney
26 General shall review the materials, determine whether the District is in substantial compliance, and
27 report its findings to the District.
28

2. Throughout the Monitoring Period, the Attorney General shall assess the District's compliance with the Substantive Provisions of this Judgment on an ongoing basis through the reporting process set forth in Section II.A, which shall serve as the mechanism for the Attorney General to raise any concerns regarding non-compliance with the Substantive Provisions of this Judgment prior to the termination date. If, based on that ongoing assessment, the Attorney General determines that the District has not substantially complied with the Substantive Provisions of this Judgment, the Attorney General shall provide written notice of non-compliance to the District no later than thirty (30) days prior to the termination date, then the Parties shall initiate a meet and confer process that shall not extend more than thirty (30) days. If the Parties cannot agree on the length of time that the Judgment shall be extended to allow the District to reach substantial compliance with the Substantive Provisions of this Judgment, the Attorney General may move the Court for such an extension within sixty (60) days of the close of the meet and confer timeline, during the pendency of which motion this Judgment shall remain in full force and effect. The Parties agree to be bound by the Court's decision and forego any appeal rights they might otherwise have. At all times, the District shall bear the burden of demonstrating substantial compliance with the Substantive Provisions of this Judgment.

VIII. CHANGES TO THE JUDGMENT

1. The Attorney General and the District may jointly stipulate to make changes, modifications, and amendments to the Judgment, which shall be effective after a joint motion is filed by the Parties and is granted by the Court.

2. Any time limits for compliance with this Judgment may be extended by the Parties' written, mutual agreement, or by the Court on a showing of good cause. This provision does not apply to possible extensions of the term of this Judgment, which are provided for in Section VII.2.

ENTRY OF JUDGMENT

1. The Clerk is ordered to enter this Judgment forthwith.

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[PROPOSED] JUDGMENT

Dated: _____

Judge of the Superior Court