



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1p

Meeting Date: January 18, 2024

Subject: Amendment to the Compromise and Release Agreement (BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN)

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Special Education

Recommendation: The Academic Office recommends SCUSD governing board approve the amendment to the Compromise and Release Agreement BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN.

Background/Rationale: The Compromise and Release Agreement entered into between SCUSD and BPSB requires the development of an action plan. The Parties seek to amend the Agreement only as to the timeline for the development of the draft Action Plan and Final Action Plan. All other terms of the original Agreement remain in full force and effect.

The Agreement shall be amended only as to revise the timeline for the creation of the proposed Action Plan.

- By January 26, 2024, the Independent Monitor shall provide the Parties in writing a proposed plan of action to address and respond to the issues and deficiencies identified in paragraph C.3 below (“Action Plan”).
- Paragraph D.1 of the Agreement shall be amended only as to revise the timeline for the creation of the Final Action Plan to March 26, 2024.

Financial Considerations: N/A.

LCAP Goal(s): N/A

Documents Attached:

Amendment to the Compromise and Release Agreement is attached.

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer
Geovanni Linares, SELPA Director

Approved by: Lisa Allen, Interim Superintendent

AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT
BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

This Amendment to the Compromise and Release Agreement (“Agreement”) is made and entered into, by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT; LISA ALLEN, Interim Superintendent for the Sacramento City Unified School District; YVONNE WRIGHT, Chief Academic Officer for the Sacramento City Unified School District; CHRISTINA PRITCHETT, JASJIT SINGH, CHINUA RHODES, TARA JEANE, JAMEE VILLA, TAYLOR KAYATTA, LILIANA MILLER SEGURA, and LAVINIA GRACE PHILIPS, members of the Sacramento City Unified School District Board of Education; THE BOARD OF EDUCATION OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“District or Defendants”) and BLACK PARALLEL SCHOOL BOARD; S.A., by and through his Next Friend, AMY A.; and C.S., by and through his General Guardian, SAMUEL S.(“Plaintiffs”) (hereinafter collectively referred to as the “Parties” or individually as “Party”) to resolve all claims, issues, disputes in *BPSB v. Sacramento City Unified School District et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01768-DJC-KJN (“the Action”).

General Recitals

- A. The Parties entered into a Compromise and Release Agreement on or about May 17, 2023, for purposes of resolving the Action.
- B. The Parties now seek to amend the Agreement only as to the timeline for the development of the draft Action Plan and Final Action Plan. All other terms of the original Agreement remain in full force and effect.

Amendment

A. Recitals

- 1. The Parties agree that the above recitals are true and correct and are fully incorporated into the terms of this Amendment. The Parties seek to amend the Agreement, to extend the time period for the development of the draft and final action plans. All other terms of the original Agreement remain in full force and effect.

B. Amended Terms

- 1. Amendments to the terms as set forth in the Agreement shall be italicized as set forth below. Paragraphs C.1 of the Agreement shall be amended only as to revise the timeline for the creation of the proposed Action Plan.
 - C.1. *By January 26, 2024*, the Independent Monitor shall provide the Parties in writing a proposed plan of action to address and respond to the issues and deficiencies identified in paragraph C.3 below (“Action Plan”).
- 2. Paragraph D.1 of the Agreement shall be amended only as to revise the timeline for the creation of the Final Action Plan to March 26, 2024.

C. Representation by Counsel.

AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT
BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

Each of the Parties acknowledges and agrees that they have been represented by independent legal counsel of their own choice throughout the negotiation of this Agreement and that they are executing this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such counsel.

D. Voluntary Amendment.

Each Party affirms and acknowledges that she/he/it has read, fully appreciates, and understands the words, terms, and provisions of this Amendment, is entirely satisfied with the settlement described, and has duly executed this Amendment voluntarily and of her/his/its full free will and accord. Each Party had an opportunity to review and consult with their respective legal counsel on this matter.

E. Warranty of Authority.

Each of the persons signing this Amendment represents and warrants that such person has been duly authorized to sign this Amendment on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

F. Binding Effect.

This Amendment is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.

G. Execution in Counterparts.

This Amendment may be executed in several counterparts and, subject to the requirements of paragraph J herein, shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Amendment. Signed copies and facsimile versions of this Amendment shall have the same force and effect as signature of the original. All Parties agree that electronic signatures, including but not limited to typewritten signatures, shall have the same force and effect as a wet signature.

H. Attorneys' Fees and Costs

The Parties shall each be responsible for their own attorneys' fees incurred, if any, in connection with this Amendment.


I. No Admission of Liability

This Amendment is not, and shall not be construed as, an admission of liability, fault, or wrongdoing of any kind by any Party.


J. Effective Date and Board Ratification

AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT
BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

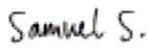
The Effective Date of this Amendment shall be the date this Amendment is signed by all Parties, and upon ratification by the District's Governing Board.

Dated: 1/4/2024 


Darryl White for Plaintiff Black Parallel School Board

Dated: 1/4/2024 

Amy A., Guardian Ad Litem for Plaintiff S.A.

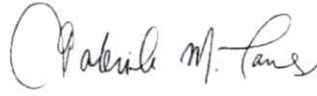
Dated: 1/4/2024 

Samuel S., General Guardian for Plaintiff C.S.

Dated: 1/9/2024 

Lisa Allen, Interim Superintendent of Sacramento City Unified School District, on Behalf of the District, the District's Governing Board, and all other District Defendants

APPROVED AS TO FORM AND CONTENT:

Dated: 1/4/2024 **DISABILITY RIGHTS CALIFORNIA**


By: Gabriela M. Torres
Attorneys for Plaintiffs

AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT
BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

Dated: 1/4/2024

EQUAL JUSTICE SOCIETY



By: Mona Tawatao
Attorneys for Plaintiffs

Dated: 1/4/2024

NATIONAL CENTER FOR YOUTH LAW



By: Hong Le
Attorneys for Plaintiffs

Dated: 1/4/2024

WESTERN CENTER ON LA1/4/2024W & POVERTY



By: Antionette Dozier
Attorneys for Plaintiffs

Dated: _____

LOZANO SMITH

By: Sloan R. Simmons
Attorneys for Defendants