

SETTLEMENT AGREEMENT AND RELEASE

**MARK S., ET AL., V. STATE OF CALIFORNIA, ET AL.
CASE NO. MSN21-1755**

Effective Date: November 4, 2024

Plaintiffs and Petitioners in this matter, Mark S. through his guardian ad litem, Rosa T. through her guardian ad litem, Michell Redfoot, Dr. Nefertari Royston, and Jessica Black (“Plaintiffs”), and Defendant and Respondent Pittsburg Unified School District (collectively, the “Parties”), by and through their attorneys, hereby enter into this Settlement Agreement and Release (“Agreement”), as of the date it is executed by all Parties hereto (the “Agreement Date”) and effective upon approval by the Court. The Parties desire a fair resolution for the students of Pittsburg Unified School District (the “District”) in this matter, seek to avoid potentially costly and protracted litigation, and have voluntarily agreed, considering the benefits that flow from this Agreement and as indicated by the signatures below, to resolve the disputes that have arisen between them by entering into this Agreement.

RECITALS

WHEREAS, Plaintiffs brought an action against the District on September 13, 2021, alleging that the District operates its special education and discipline programs in violation of the California Constitution, California Education Code, and California Code of Civil Procedure; and Plaintiffs’ allegations are more fully described in the Third Amended Complaint filed in Case No. MSN21-1755 in Contra Costa Superior Court (the “Action”);

WHEREAS, the District denies any violation of the California Constitution, California Education Code, and California Code of Civil Procedure in its operation of its special education and discipline programs;

WHEREAS, the District has made significant changes to improve its special education and discipline practices;

WHEREAS, both Plaintiffs and the District, through counsel, have conducted negotiations regarding a compromise and settlement of the Action with a view to settling all matters in the Action;

WHEREAS, the Parties intend by this Agreement to conclusively settle all claims raised in the Action;

WHEREAS, considering the benefits that the Parties will receive from settlement of this Action and the risks of litigation, the Parties have concluded that the terms and conditions of this Agreement are fair, reasonable, and in the best interest of the Parties;

WHEREAS, Plaintiffs and the District agree that entry of the Stipulated Judgment and Settlement Agreement and Release in the Action, without further litigation, is in the public interest;

WHEREAS, the Parties agree that the goals of this Agreement are intended to promote the best educational outcomes for students; to reflect best practices in special education and discipline programs; to improve student outcomes; and to increase family engagement in District programs;

THEREFORE IT IS STIPULATED by the Parties, subject to the approval of the Court, in consideration of the benefits flowing to the Parties from the Agreement the receipt and adequacy of which is hereby acknowledged, Plaintiffs' claims against the District shall be dismissed with prejudice, except that the Court shall retain jurisdiction to address any issues of compliance with the terms of this Settlement Agreement and Release, subject to the following terms and conditions:

I. Definitions

As used in this Agreement and any appendices thereto, the following terms shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural and vice versa.

1. "Action" means the civil action captioned *Mark S., et al. v. State of California, et al.*, Case No. MSN21-1755, Superior Court of Contra Costa County.
2. "Effective Date of Settlement" shall be defined as occurring upon approval by the Court.
3. "Defendant" means Pittsburg Unified School District.
4. "Plaintiffs" means all plaintiffs named in the Action.
5. "Plaintiffs' Counsel" means all plaintiffs' counsel named in the Action. Should these entities change their names or merge with other entities, those new entities shall also qualify as Plaintiffs' Counsel.
6. "Student File Reviews" means review of students' electronic cumulative files, individualized education programs, individualized learning improvement plan, and results of assessments.
7. "Classroom observations" means in-person, first-hand observation of school sites and general education and special education classrooms.
8. "Disproportionate" or "Disproportionality" means the overrepresentation of student groups by race, ethnicity, language status, or disability status that is two (2) times larger than the student group's rate of enrollment in the District.

9. "CCEIS Plan" means the District's 2023 Comprehensive Coordinated Early Intervening Services Plan, located at the following hyperlink:
<https://d16k74nzx9emoe.cloudfront.net/572238f9-13ea-41cc-af1a-dc09c25bb2a5.pdf>.

II. Release: Scope and Effect of Release

Plaintiffs agree to accept the terms and conditions in this Agreement as full and final settlement and compromise of the issues, claims, and allegations in the Action, including all special education claims over which the Office of Administrative Hearings and the California Department of Education has jurisdiction and all claims for compensatory education; and agree that Plaintiffs shall fully and forever discharge and release all claims and causes of action, appeal rights, or remedies, whether now known or now unknown, which Plaintiffs have, or might or could have asserted, against the District, its officials, employees, representatives, or agents in the Action or arising out of the incidents which are the subject of the Action including but not limited to claims for discrimination pursuant to federal or state law through the Effective Date of this Agreement. This release does not apply to actions or events occurring after the Effective Date, or any actions alleging breaches of this Agreement.

III. Engagement of Experts

1. The District will engage two mutually agreed-upon experts to address the issues raised in the Action: Dr. Mildred Browne and Dr. Linda Cavazos. Dr. Browne will address the allegations raised in the Action with respect to disproportionality in special education eligibility, special education placement, and student discipline. Dr. Cavazos will address the allegations raised in the Action with respect to deficiencies in literacy education for students receiving special education services, including English Learners receiving special education services. Each expert will be given discretion to include other experts and consultants on their team, as determined by their expert opinion, to assist with the work. The cost of additional members on each expert's team, if needed, shall be included in the experts' contracts to give the District stability in budgeting. The experts shall be given discretion to work with each other, as needed as determined by their expert opinions, to align assessments, actions, goals, and outcomes of their work product.
2. The District must enter into an agreement with the experts, which shall be no more restrictive than comparable agreements the District enters into with other such consultants, that allows the experts to have access to student records in keeping with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and similar state laws, and also sign an agreement that they will comply with relevant privacy and confidentiality laws.
3. Each expert will conduct a needs assessment and collaborate with the District on the development of a plan to address any areas of need determined by their assessments. The needs assessments and plan development shall be completed by the end of the 2024-2025 school year. The District will contract with Dr. Cavazos in an amount no more than \$50,000 for completion of the needs assessment and plan development. The District will

contract with Dr. Browne in an amount no more than \$66,000 for completion of the needs assessment and plan development, notwithstanding the cost of additional assessments that Dr. Browne may recommend and perform pursuant to Addendum A. Dr. Browne's contract and scope of work is attached to this Settlement Agreement as Addendum C. Dr. Cavazos' contract and scope of work is attached to this Settlement Agreement as Addendum C.

4. During the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, each expert will monitor implementation of their respective plans in collaboration with the District. As part of their implementation monitoring, each expert will prepare bi-annual monitoring reports as discussed below. During the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, the District will contract with each expert in an amount no more than \$40,000 per school year for implementation monitoring. The District agrees to only pay for services actually rendered.

5. Needs Assessments

- a. Assessment by Dr. Browne: Dr. Browne will conduct a comprehensive analysis to identify disproportionalities and root causes of disproportionality in the areas of (1) identification and placement of students into special education, and (2) student discipline. Dr. Browne's analysis will focus on Black students and English Learners, and any other groups where her analysis reveals disproportionality in the identification and placement of students into special education or student discipline. If Dr. Browne's analysis identifies disproportionality of other student populations, then she may include assessment, planning, and monitoring of these groups in her scope of work.
- b. Assessment by Dr. Cavazos: Dr. Cavazos shall conduct a comprehensive analysis of the District's K-12 literacy education program for students receiving special education services with a focus on English Learners receiving special education services, including assessments, curriculum, accommodations, professional development, and District policies, practices, and procedures.
- c. Each expert shall have the discretion to decide the data points and elements of her analysis that are necessary to complete her assessment, which may include (1) qualitative or quantitative data review, such as access to and examination of student or family engagement data collected, maintained, or reported to other entities by the District, including data in the District's student information system (AERIES), special education data system (SEIS), Google Sheets, and other data systems utilized to maintain academic and behavioral data; (2) student file reviews; (3) classroom observations; (4) interviews of students, parents/guardians, community members, and staff; and (5) any other assessment tools deemed necessary as determined by each expert.

- d. Dr. Browne's data analysis shall include all activities and data metrics listed in Addendum A, except that the District will collect the data required for those activities. Dr. Browne shall not replicate any previous data analysis she conducted for the District. Notwithstanding the District's data collection activities, the District shall provide Dr. Browne access to the data sources she needs.
- e. Upon completion of Dr. Browne and Dr. Cavazos' assessments, the results of the assessments shall be presented to the District's Board of Education in open session at the soonest possible meeting at which the experts are available.

6. Development of Plans to Address Any Identified Areas of Need

- a. Action Plan for Inclusive and Affirming Schools: By the end of the May 2025, using the 2023 CCEIS Plan¹ and her assessment as a foundation, Dr. Browne shall collaborate with the District to create an Action Plan for Inclusive and Affirming Schools for next steps to remediate any identified disproportionalities or gaps in the District's processes, procedures, and practices by targeting the root causes of disproportionate identification and placement in special education and disproportionate discipline of District students. Dr. Browne shall develop reasonable quarterly benchmarks for the District's implementation of the actions, goals, and outcomes in the Action Plan for Inclusive and Affirming Schools. These benchmarks shall be termed the "Action Plan for Inclusive and Affirming Schools Implementation Timeline."
- b. Literacy Improvement Plan: By the end of the May 2025, using the District's existing literacy program and her assessment as a foundation, Dr. Cavazos shall collaborate with the District to create a Literacy Improvement Plan to remediate any identified deficiencies or gaps in the District's existing literacy education program for students receiving special education services, including English Learners receiving special education services. The Literacy Improvement Plan may include, but is not limited to, modification of existing and/or creation of new assessments, curriculum, accommodations, professional development, and District policies, practices, and procedures. Dr. Cavazos shall include reasonable quarterly benchmarks for the District's implementation of the actions, goals, and outcomes in the Literacy Improvement Plan. These benchmarks shall be termed the "Literacy Improvement Plan Implementation Timeline."
 - i. The Parties acknowledge the State of California is in the process of adopting a list of evidence-based, culturally, linguistically, and developmentally appropriate screening instruments to assess students for

¹ The 2023 CCEIS Plan can be found at the following hyperlink:
<https://d16k74nzx9emoe.cloudfront.net/572238f9-13ea-41cc-af1a-dc09c25bb2a5.pdf>

risk of reading difficulties and agree to make modifications to reading assessments and phonics screeners to ensure consistency.

- c. If either Party disagrees with the Action Plan for Inclusive and Affirming Schools or Literacy Improvement Plan, the Party shall, within 14 days, send a letter regarding the Party's concerns to the other Party and the experts. The Parties shall convene a meeting within 30 days and, if disputes remain, shall use the dispute resolution procedures set forth below. To the fullest extent possible, the non-disputed portions of the Plans shall continue to be implemented.
- d. Upon completion of the Action Plan for Inclusive and Affirming Schools and the Literacy Improvement Plan, the plans shall be presented to the District's Board of Education in open session at the soonest possible meeting at which the experts are available.

7. Implementation Monitoring

- a. During the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, Dr. Browne and Dr. Cavazos shall monitor the District's compliance with the Implementation Timelines in each Plan and submit and present comprehensive reports biannually to the District's Board of Education by end of February and end of June each year for the duration of the Agreement to advise the Parties on the District's progress in implementing the actions, goals, and outcomes in the Action Plan for Inclusive and Affirming Schools and Literacy Improvement Plan. The District shall coordinate with Dr. Browne and Dr. Cavazos regarding the deadline for the completion of the reports and scheduling of the board meetings.
- b. Dr. Browne's biannual report shall include, at a minimum, quarterly data on the number of student disciplinary incidents (including all categories of suspension, expulsions, transfers to alternative settings, and citation and school-based arrest by law enforcement) disaggregated by race, gender, ethnicity, disability status, English learner status, socio-economic status, foster youth status, and housed/unhoused status, by offense and school site.
- c. The Parties shall work with Dr. Browne and Dr. Cavazos to determine all categories of data to be publicly reported to ensure transparency and accountability to impacted stakeholders (including students, families, and staff) regarding student outcomes related to the goals of the Action Plan for Inclusive and the Affirming Schools and Literacy Improvement Plan.
- d. At least 14 days after receipt of Dr. Browne and Dr. Cavazos' biannual reports, Plaintiffs' counsel shall write the District presenting the specific questions and document requests Plaintiffs' counsel have, if any, regarding the information in the latest biannual reports. Any document requests shall be specific and narrow enough for the District, Dr. Browne, and Dr. Cavazos to reasonably understand

what documents or types of documents Plaintiffs' counsel are seeking. District staff, Dr. Browne, and/or Dr. Cavazos shall respond to Plaintiffs' counsel within 14 days either in writing or by requesting a meeting. Plaintiffs shall have the opportunity to attend any such meeting. The District shall provide any responsive records within 30 calendar days of the request or as otherwise agreed to by the Parties. Should Plaintiffs' counsel have remaining questions after the District's response, District staff, Dr. Browne, and Dr. Cavazos shall be made available to answer questions from Plaintiffs' counsel regarding the latest biannual reports.

8. The Parties agree that the District will in good faith allocate funds to implement with fidelity the Action Plan for Inclusive and Affirming Schools and the Literacy Improvement Plan, which shall be in addition to the yearly cost to the District for retaining Dr. Browne and Dr. Cavazos as experts to address the issues raised in this Action.
9. The Literacy Improvement Plan Implementation Timeline and the Action Plan for Inclusive and Affirming Schools Implementation Timeline shall constitute material terms of the Settlement Agreement and the benchmarks and deadlines shall provide a basis for determining whether the District is in substantial compliance with the terms of the Agreement.
10. The Parties agree that they are each entitled to engage in ex parte communications with Dr. Browne and Dr. Cavazos. However, all of the findings and recommendations developed by Dr. Browne and Dr. Cavazos pursuant to their assessment, development of the Action Plan for Inclusive and Affirming Schools and the Literacy Improvement Plan, and monitoring the District's progress in implementing the plans, shall be set forth in writing in their biannual reports and made available to the Parties.

IV. Public Notification

1. All information or presentations to the Board regarding the Action Plan for Inclusive and Affirming Schools and the Literacy Improvement Plan shall be in open session, with the exception of items properly noticed for closed session under the Brown Act. The District shall conduct outreach by electronic notification platforms and public postings on the District's website to District parents, guardians, and caregivers to notify them that those items will be discussed in open session. The electronic communication platforms and the District's website shall continue to contain translation capabilities that allow for the communication and information to be translated into the viewer's home language.
2. Once the Action Plan for Inclusive and Affirming Schools, the Action Plan for Inclusive and Affirming Schools Implementation Timeline, the Literacy Improvement Plan, the Literacy Improvement Plan Implementation Timeline, and any biannual reports are presented to the District's Board of Education, they shall be posted on the District's website to make them available to the general public. The District's website shall

continue to contain translation capabilities that allow for information described herein to be translated into the viewer's home language.

3. The District shall send an annual notification through parent/caregivers' chosen written notification preference, separate from the annual "notice" provided in student handbooks, stating that:
 - a. The Uniform Complaint Procedures (UCP) process is available to District students, families, and community members to report incidents of discrimination based on a protected characteristic, with a link to information about how to file a UCP complaint;
 - b. District Board Policy 5144.1, passed on 9/28/2022, as well as California Education Code § 48900(k), prohibits the suspension or expulsion of any student through grade 12 for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties;
 - c. The District has a complaint process to report concerns and complaints regarding discipline, with a link to the information about how to file a complaint;
 - d. The California Department of Education has a hotline to report disproportionate discipline, as described here: <https://perma.cc/NYG6-J6XC>.
 - e. For special education concerns or disputes, parents can use an independent alternative dispute resolution service available through the Contra Costa Special Education Local Plan Area that is not affiliated with the District, with a link to the information about how to resolve special education concerns;
 - f. The California Department of Education has a Complaint Resolution Process (CRP) process that is also available to District students and their families to report violations of the federal Individuals with Disabilities Education Act, with a link to information about how to file a CRP complaint;
 - g. Information about resources available to students and families who have questions about, or are experiencing difficulties with, the District's special education program including, at a minimum: (1) direct links to the District and SELPA community and parental resources; (2) Know Your Rights materials about the IEP process and filing complaints; (3) the Parent Care Network; and (4) the U.S. Department of Education local Parent Training and Information Center's flyer, located at the following hyperlink: <https://perma.cc/MFN6-HMXY>;
 - h. Information about resources available to students and families who have questions about, or are experiencing difficulties with, the District's discipline program including, at a minimum: (1) the California Department of Education's hotline to report disproportionate discipline, as described at <https://perma.cc/NYG6->

J6XC; (2) Know Your Rights: School Discipline, located at the following link: <https://www.myschoolmyrights.com/rights/school-discipline/>; (3) California Department of Education's "School Discipline Information and Resources" webpage, located at <https://www.cde.ca.gov/ls/ss/se/schooldiscipline.asp>; and (4) California Department of Education's "State Guidance for New Laws on Discipline" dated August 19, 2021, located at <https://www.cde.ca.gov/nr/el/le/yr21ltr0819.asp>.

The information in the annual notification letter shall also be posted on the District's website.

V. Compensatory Education

1. The District agrees to provide compensatory educational services to Mark S. consisting of in-person, one-to-one intensive intervention in the area of literacy, after school during the 2024-2025 academic year and during the summer after that academic year through Lindamood Bell. The contract between the District and Lindamood Bell Academy shall not exceed \$30,000. The District shall not be liable for paying for services not actually rendered by Lindamood Bell due to student absences.
2. The District agrees to provide compensatory educational services to Rosa T. consisting of in-person and virtual one-to-one intensive intervention by an Educational Therapist in the area of literacy for two years with Strategies for Learning. The contract between the District and Strategies for Learning shall not exceed \$30,000 in total for both school years. The District shall not be liable for paying for services not actually rendered by Strategies for Learning due to student absences. Rosa T. further acknowledges and agrees that the District is only contracting with Strategies for Learning for the purposes of providing payment for the services provided to Rosa T. Rosa T. acknowledges and agrees that the District cannot and will not exercise any control or supervision over Strategies for Learning, its employees and agents, and Plaintiff at any time in general and in particular during the provision of services to Rosa T. by Strategies for Learning. Rosa T. further acknowledges and agrees that the District and its current and former employees, representatives, officials, or agents do not have any duty to supervise her, Strategies for Learning, and its employees and agents, or protect her in any way from injuries or damages caused by Strategies for Learning or any of its employees or agents. Rosa T. agrees that she will waive and release the District, and its current and former employees, representatives, officials, or agents from any claim, cause of action, or injury arising out of the provision of services by Strategies for Learning to Rosa T. pursuant to this Agreement or the District's contract with Strategies for Learning.

VI. Joint Statements

The Parties agree to issue a single, joint press release about the settlement and this Agreement and further agree to issue this joint press release on a mutually agreed-upon date after the Agreement Date. The statement will acknowledge that Plaintiffs alleged that Black students, disabled students, and English learner students (including students at the intersection of those

identities) were harmed due to previous policies and practices in the District's special education and student discipline programs. The statement will also acknowledge that the District recognizes past systemic practices have historically created disproportionate inequities in the District's system for student groups identified in this settlement and has pledged itself to intentionally and continuously identify, name, disrupt, dismantle, and replace these barriers in order to ensure equitable outcomes. The statement will also acknowledge the work that has been done by the District, including the District Board of Trustees, to recognize these issues and to make significant improvements to the District's special education and student discipline programs. The statement will state that the Parties remain committed to work together to achieve the goals of this Agreement to promote the best educational outcomes for students; to reflect best practices in special education and student discipline programs; to improve student outcomes; and to increase family engagement in District programs.

The District School Board will also make a verbal statement which has been mutually-agreed upon by the Parties. The statement shall be made in open session at the meeting when the Board votes in open session to approve the Agreement. The verbal statement shall be in addition to the written statement in the single, joint press release described immediately above and shall recognize that the District's practices have not always matched the District's commitment to an equitable learning environment.

VII. Dispute Resolution Process

The Parties agree that the Court will not be asked to exercise jurisdiction to supervise the implementation of this Settlement Agreement or to enforce its terms until exhaustion of the following dispute resolution process:

1. Notification in Writing: Any Party's dispute concerning the interpretation, implementation, monitoring, and compliance with this Agreement shall be promptly brought in writing to the attention of the other Party.
2. Meet and Confer: Unless otherwise agreed to by the Parties, with respect to any particular dispute concerning the interpretation, implementation, modification, monitoring, and compliance with this Agreement, the Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised in writing by one of the Parties to discuss and try to resolve such dispute. The meet and confer process shall continue until the dispute is resolved or the Parties reach impasse. The Parties shall wait until the completion of the meet and confer process before notifying the other Party before submitting the dispute to the Court.
3. Submission to Court: Failing resolution of a dispute via meet and confer, counsel may seek the Court's assistance in resolving the dispute. The prevailing Party shall receive reasonable attorneys' fees expended in connection with the dispute. The Parties agree that the Court shall retain jurisdiction pursuant to C.C.P. section 664.6 to address any issues of compliance with the terms of this Settlement Agreement and Release. The Court in this proceeding shall have the power to award such relief and issue such judgments as the

Court deems proper and appropriate. Any court order issuing as a result of such a submission may be subject to appeal in accordance with applicable law.

VIII. Termination and Continuing Jurisdiction

The obligations of this Agreement shall terminate five (5) years from the Effective Date of Settlement unless the Parties agree in writing to extend the deadline. Within 15 business days of the Agreement Date, the Parties shall file a Stipulated Notice of Settlement and Request for Entry of Judgment ("Request for Dismissal"). Consistent with the Request for Dismissal, the Parties shall request that the Court first order retention of jurisdiction under California Code of Civil Procedure section 664.6 over the enforcement of this Agreement for five calendar years from the Effective Date of Settlement, and only after ordering retention of jurisdiction, dismiss the Action with prejudice.

IX. Attorney's Fees and Costs

The District shall pay attorneys' fees and/or costs incurred by the Disability Rights Education and Defense Fund, ACLU Foundation of Northern California, ACLU Foundation of Southern California, and Steptoe LLP, in the amount of three hundred thousand dollars (\$300,000) payable to the ACLU Foundation of Northern California in two installments. The first installment of two hundred thousand dollars (\$200,000) shall be made within sixty (60) of the Effective Date of Agreement. The second installment of one hundred thousand dollars (\$100,000) shall be made by July 15, 2025. The ACLU Foundation of Northern California will be responsible for disbursement of the respective attorneys' fees and/or costs. Such payment will be in full and final settlement of any and all attorneys' fees and/or costs claims that have been, could have been, or could be made in this Action. Once received, full payment of three hundred thousand dollars (\$300,000) shall constitute full resolution of any and all claims for attorneys' fees and/or costs by Plaintiffs arising from and related to the Action. Upon receipt of the payment, Plaintiffs and their counsel waive and release the District from any and all claims for attorneys' fees and/or costs in this Action, past, present, and future. The District and their counsel agree to waive and release Plaintiffs from any and all claims for attorneys' fees and/or costs in this Action. This mutual release is binding on the Parties' heirs, representatives, successors, assigns, agents, and attorneys. Aside from the payment set forth above by the District to Plaintiffs, the Parties shall bear their own respective expenses and costs arising out of this Action.

X. Non-Reliance

Each of the Parties represents and warrants that, in executing this Agreement, it has relied solely on the statements expressly set forth herein, and has placed no reliance whatsoever on any statement, representation, or promise of the other Party, or any other person or entity, not expressly set forth herein, or upon the failure of the other Party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The discovery by a Party, subsequent to the execution of this Agreement, of any facts not heretofore known to that Party, or that the facts or law upon which a Party relied in executing this Agreement was not as that Party believed it to be (other than as expressly set forth herein), shall not constitute grounds

for declaring this Agreement void, avoidable or otherwise unenforceable. This paragraph is intended by the Parties to preclude any claim that either Party was fraudulently induced to enter this Agreement or was induced to enter this Agreement by a mistake of fact or law.

XI. Additional Provisions

1. This Agreement, and the obligations incurred herein, shall be in full and final disposition of the Action with prejudice, including any and all released claims against the District as described in Section II above. On the Effective Date of Settlement, Plaintiffs shall be deemed to have fully, finally, and forever released, relinquished and discharged the District of and from any and all released claims in accordance with Section II of the Agreement.
2. All of the addenda attached hereto are hereby incorporated by reference as though fully set forth herein.
3. This Agreement may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all Parties hereto or their successors-in-interest, and as to the District the amendment or modification must be approved by its Board.
4. The waiver by one Party of any breach of this Agreement by the other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
5. This Agreement and its exhibits constitute the entire Agreement among the Parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any Party hereto other than those contained and memorialized in such documents.
6. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.
7. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
8. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized by the Parties that that this Agreement is the result of negotiations between the Parties and that all Parties have contributed substantially and materially to the preparation of this Agreement.
9. All counsel and any other person executing this Agreement and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken under the Agreement to effectuate its terms.

10. Plaintiffs' Counsel and the District's Counsel agree to cooperate fully with one another in seeking Court approval of this Agreement to and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain full approval by the Court of the Settlement Agreement and Release.

11. Nothing in this Agreement shall be construed as an admission of wrongdoing or liability.

12. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state, regardless of the conflicts of laws rules of said state.

Signed in Agreement

Dated: October 22, 2024

By:

Signed by:

CFEF4083F13B4B1...

Mark S., by and through his guardian ad litem,
Anna S., Plaintiff and Petitioner

Dated: October 22, 2024

By:

Signed by:

EF69BEB06770457...

Rosa T., Plaintiff and Petitioner

Dated: October 21, 2024

By:

Michell Redfoot
Michell Redfoot (Oct 21, 2024 11:23 AM)

Michell Redfoot, Plaintiff and Petitioner

Dated: October 21, 2024

By:

Jessica Black
Jessica Black (Oct 21, 2024 11:23 AM)

Jessica Black, Plaintiff and Petitioner

Dated: October 21, 2024

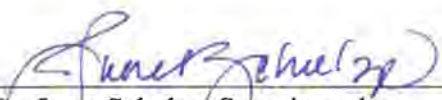
By:

Dr. Nefertari Royston
Dr. Nefertari Royston (Oct 21, 2024 11:23 AM)

Dr. Nefertari Royston, Plaintiff and Petitioner

Dated: October 23, 2024


By:


Dr. Janet Schulze, Superintendent
Defendant Pittsburgh Unified School District

Approved as to Form


Dated: October 21, 2024

By:


Erin Neff
Claudia Center
Disability Rights Education and Defense Fund
Attorneys for Plaintiffs

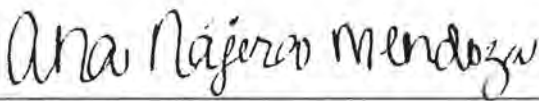
Dated: October 21, 2024

By:


Linnea Nelson
Grayce Zelphin
American Civil Liberties Union Foundation of
Northern California
Attorneys for Plaintiffs

Dated: October 21, 2024

By:


Ana G. Nájera Mendoza
Victor Leung
American Civil Liberties Union Foundation of
Southern California
Attorneys for Plaintiffs

Dated: October 22, 2024

By:


Nicolena Farias-Eisner
Geoffrey Warner
Steptoe LLP
Attorneys for Plaintiffs

Dated: October 23, 2024

By:



Katherine Alberts

Clariza Garcia

Leone Alberts & Duus

*Attorneys for Defendant Pittsburg Unified
School District*

ADDENDUM A

Activities - Quantitative Data Review

Data Analysis General and Special Education Data by District and Each School Site:

The following data is gathered and analyzed to determine trends, areas of overidentification, and areas the district may want to consider for improvement efforts:

1. Student Enrollment For ALL District Students - To determine percentages for Ethnicities, Student Group members (by grade, gender, ethnicity), and for comparison with the students with disabilities. Data by District and Each School Site
2. Special Education Data - to analyze ethnicity, grade of placement, compare groups with varying disabilities, analyze age of referral to special ed, identification by gender, ethnicity, and language status. Data by District and Each School Site
3. Gather data on unhoused youth and foster youth rates of disproportionality. Data by District and Each School Site
4. Case consideration by COST/SST prior to referral for assessment and the consistency of pre-referral interventions. Data by District and Each School Site
5. Section 504 Plan Data - to analyze which ethnic groups have Section 504 plans, and the disabilities. Data by District and Each School Site
6. Office Referral Data - To compare office referrals for students with/without disabilities, various ethnicities, grades, by gender. Data by District and Each School Site
7. Suspension Data – To analyze trends for the ethnicities, grades, genders of students being suspended and compare data for general education and special education. To include days of suspension and location of suspension (in versus out-of-school suspensions). Data by District and Each School Site
8. Expulsion Data - To analyze trends for the ethnicities, grades, genders of students being expelled and compare data for general education and special education. Data by District and Each School Site
9. English Learners: Number and Percent English Learners, FEP and Redesignated FEP and IFEP – general and special education by ethnicity including LEP, RFEP and EO. Data by District and Each School Site
10. Chronic Absenteeism – To determine factors such as ethnicity, gender, socioeconomic status, and language classification of students who are chronically absent (general and special education). Data by District and Each School Site
11. Academic Performance - English Language Arts, Math (Exceeded, Met, Nearly Met or Did Not Meet the Standards) - by Grade, Gender, Ethnicity, Language Class, Students with Disabilities, Disability Area, Gifted, Foster Youth, Socio-economically Disadvantaged,

Homeless, and Migrant students. To determine. Note: If the district has tables, charts or graphs with this information, these documents can be used for analysis. Data by District and Each School Site

12. Alternative Learning Experience Placement Data - Grade, Gender, Ethnicity, Language Class, Gifted, Foster, SED, Homeless Migrant, number of meetings prior to referral to assessment, pre-referral interventions provided, and length of time provided. Data including Referral source to SST (teacher, parent), number of meetings, interventions, was student referred for assessment, was student found eligible for special education or Section 504 Plan Data by District and Each School Site

13. Graduation/Dropout Rates - by Gender, Ethnicity, Language Class, Students with Disabilities, Disability Area, Gifted, Foster Youth, Socio-economically Disadvantaged, Homeless, Migrant Data by District and Each School Site

ADDENDUM B

PITTSBURG UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

SERVICES

This Independent Contractor "Agreement" is made as of the 28th day of September in the year 2024, between the Pittsburg Unified School District ("District") and Ascendancy Solutions, IN ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work");
2. **Term.** Contractor shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on _____, 20____. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

✓	This Signed Agreement
✓	Workers' Compensation Certificate
✓	Insurance Certificates and Endorsements
✓	W-9 Form (Required Annually)
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.**

No expenses shall be allowable without the prior written approval of the District.
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to

which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Contractor; or
 - 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of

Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
14. **Insurance.**
- 14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured's under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 14.2.4. All policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pittsburg Unified School District
Attn: Business Services Department
2000 Railroad Avenue
Pittsburg, CA 94565

Contractor

Ascendancy Solutions, INC. (ASI)
Attn: Admin. Liaison for ASI
484 Lake Park Ave., #93, Oakland, CA 94610

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pittsburg Unified School District

Date: 10/2, 20 24

Signature: [Signature]

Print Name: Janet Schuitze

Title: Superintendent

Ascendancy Solutions, INC. (ASI) Contractor

Date: September 28, 20 24

Signature: Mildred D. Browne

Print: _____

Name: Mildred D. Browne

Title: Admin. Liaison for ASI

Information regarding Contractor:

Contractor: Ascendancy Solutions, INC>

Contact Person: Mildred D. Browne

Address: 484 Lake Park Ave., #93

Oakland, CA 94610

Telephone: 925-368-3011

Facsimile: N/A

E-Mail: brownemildred@gmail.com

83-3009841

EIN or SSN

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: September 28, 2024
Proper Name of Contractor: Ascendancy Solutions, INC.
Signature: Mildred D. Browne
Print Name: Mildred D. Browne
Title: Administrative Liaison for Ascendancy Solutions, INC.

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

Scope of Work Proposal 2024-2025 through 2028-2029 addressing the Settlement Agreement regarding:

- Assessment of Current Student Data
- Action Plan for Inclusive and Affirming Schools
- Monitoring of the Action Plan for Inclusion and Affirming Schools

Addendum B

Pittsburg Unified School District

Preamble

The scope of services described in this contract is designed to provide a comprehensive assessment of the quality-of-service delivery in the Pittsburg Unified School District for a population of students of several socio-cultural groups who have been routinely disproportionately overrepresented in special education and the disciplinary system in the Pittsburg Unified School District. Using a cultural lens based upon advocacy for the student population under consideration, Ascendancy Solutions' interdisciplinary team will engage in a multifaceted approach to quantitative and qualitative data gathering designed to suggest recommendations for an action plan for appropriate systems changes if needed not only to decrease or eliminate disproportionality for this target population but also to ensure that decision-making going forward for all students who are similarly situated are informed by the outcomes of this thorough review of the district's service delivery system.

Scope of Work Proposal 2024-2025 through 2027-2028 or 2028-2029 addressing the Settlement Agreement regarding:

- **Assessment of Current Student Data**
 - **Development of a Action Plan for Inclusive and Affirming Schools**
 - **Monitoring of the Action Plan for Inclusive and Affirming Schools**
-

August 26, 2024

**Ascendancy Solutions Incorporated
Dr. Mildred Browne
Educational Consultant**

brownemildred@gmail.com

Section I: Assessment

A comprehensive analysis will be conducted to identify disproportionalities and root causes of disproportionality in the areas of (1) identification and placement of students into special education and (2) student discipline.

The analysis will focus on African American/Black students, English Learners, and any other groups where the analysis reveals disproportionality.

During the Assessment Phase of the Work, District shall fund and staff ongoing collaborative meetings or telephone calls between Dr. Browne and a member of District staff, whose position is relevant to the task at hand, to coordinate each phase of Assessment work. These meetings shall be held, at a minimum, every month during the school year until the Assessment is complete. The District shall assign a District lead administrator to ensure that this work is a collaborative effort and to provide timely responses as needed for the collaboration.

Data Gathering and Analysis:

Quantitative Data sources utilizing Aeries (Data Provided by the District) (District student information system) California Department of Education (CDE) - California Longitudinal Pupil Achievement Data System - CalPads, Special Education Information System - SEIS will include review of the following:

1. Disproportionality Status as defined by the Settlement Agreement
2. Percentage of students identified as students with disabilities and possible overrepresentation in various program options and program settings and school sites
3. Discipline data of students in general education disaggregated by school site and those with disabilities who were overrepresented in more restrictive programs or the disciplinary system
4. Case consideration by district committees (COST/SST) consistently across the district, the availability and implementation of pre-referral interventions prior to referrals for assessment and their effectiveness as it relates to the effectiveness to improving academic and behavioral outcomes for African American/Black, ELLs and any other groups where the analysis reveals disproportionality.
5. Chronic Absenteeism rates for students with disabilities and students in general education disaggregated by school grades, ethnicity, and gender
6. Quality of services provided in special education
7. Chronic Absenteeism rates for students in general education disaggregated by school grades, ethnicity, and gender and those in special education

The ASI Team will conduct the Quantitative and Qualitative Data Analysis and Report of Findings for the data that is provided by the district.

Qualitative Data sources will include review of the following:

- 1. Multidisciplinary Case Study (data from the CCEIS plan)**
- 2. Focus Groups**

Qualitative data gathered through focused inquiry will be collected, analyzed and reviewed to answer key questions around the over-identification of African American/Black students, **English Learners**, and any other groups where the analysis reveals disproportionality; disproportionate discipline, students in special education; concerns about student progress, discipline, parent satisfaction/engagement, quality and level of program support that currently exist in Pittsburgh Unified School District. While the quantitative data tells us “what” the current state of affairs is in special education, the qualitative data will provide valuable information, insight and understanding into the “why” behind the results. The goals for the qualitative data inquiry include the following: 1) gain insight into the experience of diverse students from the lens and perspective of the various role groups in the district; 2) identify patterns and trends as to the over-identification of students being placed in special education as well as specific areas in need of further improvement. [The Annotated Checklist for Addressing Racial Disproportionality in Special Education](#) - “Wisconsin” developed by Dan Losen will be utilized to structure the focus groups. Each session will be 90 minutes and facilitated by Suwinder Cooper and members of the team. Focus groups will be conducted in person or virtually depending on the group. Some potential focus groups include the following:

i. Diverse Parent Groups	3
ii. Diverse Student Groups ¹	3
iii. General Education Leadership Group	1
iv. Special Education Leadership Group	1
v. School Psychologists	1
vi. Speech and Language Therapists	1
vii. General Education Teachers	1
viii. Special Education Teachers	1
ix. Paraprofessionals	1

Anecdotal data will be collected and analyzed for patterns and themes to identify potential root causes for plan development. A summary of findings will be presented for reflection and discussion for the plan development.

¹ Student Focus groups shall include, at a minimum, representation from students who have experienced at least one out-of-school suspension; who are considered high-achieving scholars; and who are considered promising scholars.

Policy, Practices and Procedures (PPP) | Review Data sources will include

1. Policy, Practices and Procedures Review – Utilizing the State Performance Plan- Technical Assistance (SPP-TAP) Program PPP Matrix Tool (Done through CCEIS)
2. PPP Empathy Interviews In order to determine if a district policy or procedure is being implemented an interview with the practitioners will be conducted. The effective implementation of district practices is addressed using the empathy interview process. Empathy interviews are conversations with those who are affected by common issues that the district is trying to address. These interviews are INDIVIDUALLY conducted with a number of different people using the same set of questions, called a PPP interview guide.

The interviewees will be selected from district and site level administrators who are responsible for the implementation of policies and procedures in the district

District Level Administrators

Assistant Superintendent of Educational Services
Executive Director: Equity, Access, and Success
Student Support Services Director
MTSS Coordinator
School Mental Health Coordinator
Section 504 Coordinator
Special Education Director

Site Administrators

3 Elementary Principals
1 Middle School
1 High School
1 Continuation High School Principal

3. Document .Review including
 - MTSS framework
 - Student Study Team Data
 - Discipline Matrix
 - LCAP

Student Discipline

- Assess the disproportionate representation, disciplinary actions and exclusionary practices for African American/Black students and students with IEPs who are African American/Black, ELLs/English Learners, and any other groups where the analysis reveals disproportionality.
- Assess the effectiveness of the district's Behavior Matrix.
- Determine the fidelity of implementation of the district's Behavior Matrix.

- Determine successful alternatives to suspension and exclusion from instruction.

Interventions

Collaborate with district staff to assess the fidelity of district interventions to support students including district committees (COST/SST) consistently across the district, the availability and implementation of pre-referral interventions prior to referrals for assessment and their effectiveness as it relates to the effectiveness to improving academic and behavioral outcomes for African American/Black, ELLs English Learners, and any other groups where the analysis reveals disproportionality.

Section 504 Plan Process Audit

- Conducting an assessment of the Section 504 Plan Process, to determine the fidelity of development and implementation of Section 504 Plans. Analysis will include a determination of under or over utilization of the Section 504 Process as it relates to African American/Black students, ELLs, and any other groups where the analysis reveals disproportionality.
- The current state of practices and procedures will be reviewed to address bias and determine how practices and procedures related to Section 504 can be modified to reflect a cultural lens. It will be determined if there is a consistent monitoring strategy to ensure congruent Section 504 implementation across all schools.

Special Educational Infrastructure

The team will facilitate the completion of the survey titled Utilizing the Serving Students with Disabilities: A Resource for Assessing the Basic Components of your Special Education Infrastructure with the Leadership team. This tool was developed through a partnership between the California Department of Education (CDE), the California Collaborative for Educational Excellence (CCEE), and WestEd 2020, and is required by the California Department of Education for the completion of Significant Disproportionality plans. The Basic Components Tool provides a structured process for **LEA leaders** to identify strengths and gaps in special education infrastructure and to prioritize the steps for system improvement. The Infrastructure survey identifies six basic, or foundational, components for the kind of infrastructure needed in order to have a well-functioning special education program. It also provides a tool for examining the degree to which these components are in place in your system. The results of this examination can help inform the district's strategies to develop a system of improvement efforts.

Inclusive Practices

The team will support the facilitation of the Assessment of School Practices Related to Inclusive Education – A Needs Assessment and Planning Tool Stetson and Associates (Copyright 2018). The team will collaborate with the Leadership Team to determine the process by which the Self-Assessment tool will be conducted with school/teams. This tool provides

principals and their teams with a structure to conduct a self-assessment of practices in place and begins with analysis of school data with regard to least restrictive environment and academic performance. The school team will identify the steps needed to improve a site's ability to serve students with disabilities in the general classroom while improving student performance in the areas of Reading and Math. The District will use this information to further inform future decisions regarding support for the school.

Parent and Community Engagement

Assessment of the quality of family and community engagement and the extent to which strategies for fostering greater collaboration are culturally responsive and effective. Conduct interviews with parents and community partners regarding parent engagement opportunities and the degree of satisfaction with quality of services offered. Provisions for ensuring that families are well informed about how to have access to clear processes for relating their concerns and to have reasonable responsiveness in a timely manner will be described.

Section 3: Develop Plan

Using the 2023 CCEIS Plan and the assessment based on the data that has been gathered during the needs assessment as a foundation, the team will collaborate with the District to create a plan for next steps to remediate any identified disproportionalities or gaps in the District's processes, procedures, and practices by targeting the root causes of disproportionate identification and placement in special education and disproportionate discipline of District students. Dr. Browne shall develop reasonable quarterly benchmarks for the District's implementation of the actions, goals, and outcomes in the Action Plan for Inclusive and Affirming Schools. These benchmarks shall be termed the Action Plan for Inclusive and Affirming Schools Implementation Timeline."

During the Plan Development Phase of the Work, District shall fund and staff ongoing collaborative meetings or telephone calls between Dr. Browne and a member of District staff, whose position is relevant to the task at hand, to coordinate each phase of Plan Development.. These meetings shall be held, at a minimum, every month during the school year until the Plan Development is complete. The District shall assign a District lead administrator to ensure that this work is a collaborative effort and to provide timely responses as needed for the collaboration.

In developing the Action Plan for Inclusive and Affirming Schools, Dr. Browne shall have the discretion to recommend that the District conducts the following additional assessments: 1) Multi-Disciplinary Case Study; 2) Student Focused Equity Walks; 3) Site Programmatic Review and Inclusive Practices; and/or 4) Student Voices focus groups for student groups where her analysis reveals disproportionality. The meaning of these terms shall be the same as the

meaning in Dr. Browne's August 12, "2024 Scope of Work Proposal 2024-25 through 2028-29 Addressing the Settlement Agreement." If Dr. Browne recommends these additional assessments, the District agrees to pay Dr. Browne to perform the assessments based on the reasonable cost of the assessments to be determined by reference to Dr. Browne's August 12, "2024 Scope of Work Proposal 2024-25 through 2028-29 Addressing the Settlement Agreement."

All parties will determine the categories of data to be publicly reported to ensure transparency and accountability to impacted stakeholders (including students, families, and staff) regarding student outcomes related to the goals of the Action Plan for Inclusive and Affirming School .

Section 5: Monitoring

Implementation Monitoring:

Ascendancy Solutions will monitor the implementation of the Action Plan for Inclusive and Affirming School over the required remainder of years as required by the Settlement Agreement. Monitoring activities may include, but are not limited to: quantitative data review, qualitative data review, interviews with staff, families, parents, students. Ascendancy Solutions agrees to prepare and present bi-annually its comprehensive report on the progress at the agreed upon timelines and using the agreed upon data outlined in the Settlement Agreement.

During the Monitoring Phase of the Work, District shall fund and staff ongoing collaborative meetings or telephone calls between Dr. Browne and a member of District staff, whose position is relevant to the task at hand, to coordinate each phase of Monitoring work. These meetings shall be held, at a minimum, once a quarter during the school year during the Monitoring Phase of this Agreement. The District shall assign a District lead administrator to ensure that this work is a collaborative effort and to provide timely responses as needed for the collaboration.

Section 6: Budget

The estimated budget for proposed activities includes an hourly rate of \$150.00

The number of hours billed will reflect the actual number of hours spent on each proposed activity, Travel and mileage are included in the total amount of the \$66,000.

Activity Area	Estimated Costs
Year One - 2024-2025 Assessment including Data Gathering and Data Analysis	\$51,000

Plan Development	\$15,000
Total	\$66,000
Monitoring for Years 2- 4 or 5 (2025-2026; 2026-2027; 2027-2028; or 2028-2029) per year	\$40,000

Signed in Agreement

Dated: September 26, 2024

By

Dr. Mildred Browne

Ascendancy Solutions Inc.

Dated: September 26, 2024

By

Dr. Janet Schulze, Superintendent

Pittsburg Unified School District

ADDENDUM C

PITTSBURG UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

ELLAS Consulting

SERVICES

This Independent Contractor "Agreement" is made as of the 2nd day of October in the year 2024, between the Pittsburg Unified School District ("District") and ELLAS Consulting ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work");
2. **Term.** Contractor shall commence providing services under this Agreement on October 2, 2024, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on October 2, 2029. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	This Signed Agreement
<input type="checkbox"/>	Workers' Compensation Certificate
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form (Required Annually)

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$50,000 (Year 1); \$40,000 (Years 2-5) Dollars (\$ 210,000). District shall pay Contractor according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.**

No expenses shall be allowable without the prior written approval of the District.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to

which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Contractor; or
 - 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of

Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
14. **Insurance.**
- 14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured's under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies shall be written on an occurrence form.

14.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pittsburg Unified School District
Attn: Business Services Department
2000 Railroad Avenue
Pittsburg, CA 94565

Contractor

Linda Cavazos, ELLAS Consulting
P.O. Box 92052
Austin, TX 78709

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pittsburg Unified School District

Date: 10/2, 20 24

Signature: [Signature]

Print Name: Janet Schulze

Title: Superintendent

ELLAS Consulting/Linda Cavazos Contractor

Date: October 2, 20 24

Signature: [Signature]

Print: Linda Cavazos

Name: Linda Cavazos

Title: Executive Director

Information regarding Contractor:

Contractor: ELLAS Consulting

Contact Person: Linda Cavazos

Address: P.O. Box 92052

Austin, TX 78709

Telephone: 512-736-2624

Facsimile: N/A

E-Mail: linda@ellasconsulting.com

86-2046246

EIN or SSN

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 In relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 10/2/2024

Proper Name of Contractor: Linda Cavazos

Signature: _____

Print Name: Linda Cavazos

Title: Executive Director

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

This page left blank – and can be replaced with the consultants own "Exhibit A" document.



ELLAS Consulting

English Learner Leadership Advocacy Support

Linda Cavazos, PhD
78709

P.O. Box 92052 | Austin, TX

Addendum 1 - Scope of Work

Dr. Linda Cavazos, Executive Director of ELLAS Consulting, will provide professional services as follows:

Needs Assessment/Gap Analysis and Development of Literacy Improvement Plan for Special Education – Year 1 – in an amount not to exceed \$50,000

- Conduct a comprehensive needs assessment/gap analysis of the District's K-12 Literacy Education Program for students receiving special education services (i.e., students with IEPs), with a focus on English Learners receiving special education services:
 - Prepare instruments for data collection (virtual survey, individual and group interviews, and classroom observations) with multiple groups, including administrators, central and school-level staff, students, and parents.
 - Data collection will include both in-person and virtual strategies.
 - Analyze existing assessments of the District's literacy education program for students with IEPs, focusing on English Learners with IEPs.
 - Review and examine current and future district policies, procedures, and practices.
 - Ensure that formative and summative assessments incorporate any necessary accommodations for students with IEPs with a focus on English Learners with IEPs.
 - Analyze the training, use, and efficacy of literacy coaches and other district staff in special education to support the oral language (including second language acquisition for English Learners with IEPs) and literacy development of students with IEPs.
 - Analyze data, identify gaps and needs, and prepare a report of findings and recommendations for an action plan to address identified gaps and needs.

The needs assessment report will identify district strengths and needs related to students receiving special education services with a focus on English Learners and provide recommendations for required changes and professional development for district staff. The proposal does not include professional development.

In collaboration with district staff, design a Literacy Improvement Plan that effectively meets the needs of students with IEPs, focusing on English Learners with IEPs at the elementary and secondary levels with the discretion to recommend evidence-based or research-based language and literacy methodologies in core and supplemental instruction, strong

language models, and linguistic accommodations.

In collaboration with the District, develop quarterly benchmarks for the District's implementation of actions, goals, and outcomes in the Literacy Improvement Plan ("Literacy Improvement Plan Implementation Timeline") as set forth in the Settlement Agreement.

Work with other district consultant(s) to align assessments, actions, goals, and outcomes of the Literacy Improvement Plan related to special education services.

Literacy Improvement Plan Implementation – Years 2-5 – in an amount not to exceed \$40,000 per year.

- Monitor implementation of the Literacy Improvement Plan and the District's compliance with the Literacy Improvement Plan Timeline:
 - Ongoing review of district policies, procedures, and practices, including site visits and interviews with district staff, contractors, and consultants to evaluate the District's implementation of the Literacy Improvement Plan.
 - Conduct periodic classroom observations in special education classrooms to observe practices and implementation fidelity and inform bi-annual reports.
 - Share bi-annual reports with Plaintiffs and their counsel and report to the District's Board as set forth in the Settlement Agreement.
 - Conduct monthly or bimonthly meetings with district staff to review the implementation of the Literacy Improvement Plan for special education.
 - Monitor the actions, goals, and outcomes in the Literacy Improvement Plan for special education for four years to ensure implementation fidelity and to recommend revisions and modifications based on continuing data analysis and other factors impacting implementation (e.g., policy changes, demographic changes).
 - Ongoing data collection (virtual survey, focus groups, interviews, classroom observations) with multiple groups, including administrators, central and school level staff, students, and parents, as needed to document fidelity.
 - Review the District's implementation of actions, goals, and outcomes quarterly.
 - Collaborate with other district consultant(s) to ensure alignment of assessments, actions, goals, and outcomes of the Literacy Improvement Plan related to special education services.

SERVICES TO IMPLEMENT THE LITERACY IMPROVEMENT PLAN

Provision of the services necessary to implement the Literacy Improvement Plan, including the provision of professional development, are not included in this Scope of Work and Agreement. The District, in its sole discretion, can use staff or consultants of its own choosing to implement the Literacy Improvement Plan, including to provide professional development. If the District chooses to contract with ELLAS Consulting for provision of any services necessary to implement the Literacy Improvement Plan, the District and ELLAS Consulting will enter into a separate agreement for those services.