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CALIFORNIA

**FILED**  
San Francisco County Superior Court

AUG 08 2019

CLERK OF THE COURT

BY: Will [Signature] Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

**THE PEOPLE OF THE STATE OF CALIFORNIA, EX. REL. XAVIER BECERRA, ATTORNEY GENERAL OF THE STATE OF CALIFORNIA,**  
  
Plaintiff,  
  
v.  
  
**SAUSALITO MARIN CITY SCHOOL DISTRICT,**  
  
Defendant.

Case No. **CGC-19-578227**

~~PROPOSED~~ FINAL JUDGMENT

1 Plaintiff, the People of the State of California (“Plaintiff”), by and through its attorney,  
2 Xavier Becerra, Attorney General of the State of California (the “Attorney General”), and by  
3 Deputy Attorney General Garrett Lindsey, and Defendant Sausalito Marin City School District  
4 (the “District”), appearing through its attorney Dannis Woliver Kelley, by Sue Ann Salmon  
5 Evans, having stipulated to the entry of this judgment (“Judgment”) by the Court without the  
6 taking of proof and without trial or adjudication of any fact or law, without this Judgment  
7 constituting evidence of or admission by the District regarding any issue of law or fact alleged in  
8 the People’s Complaint for Injunctive Relief (“Complaint”) on file or any of the allegations or  
9 conclusions set forth herein, and without the District admitting any liability, and with all parties  
10 having waived their right to appeal, and the Court having considered the matter and good cause  
11 appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

13 This Court has jurisdiction over the allegations and subject matter of the People’s  
14 Complaint filed in this action, and the parties to this action; venue is proper in this County; and  
15 this Court has jurisdiction to enter this Judgment.

16 Definitions of certain terms are set forth in Attachment A.

17 **INJUNCTION**

18 The District is permanently enjoined from engaging in any violations of law as asserted in  
19 the People’s Complaint, and during operation of the Judgment, which shall terminate after at least  
20 five years of implementation of a Comprehensive Plan if the Phase 2 Goal is met as described in  
21 Section III.B, the District shall engage in the following affirmative corrective actions:

22 **I. DESEGREGATION ADVISORY GROUP**

23 A. Within 90 days of entry of this Judgment, the District Superintendent shall form the  
24 Desegregation Advisory Group (“Group”). The purpose of the Group is to provide comments to  
25 the District on education programs and related programs within the District and issues relating to  
26 racial segregation within the District, and to make recommendations to the District to reduce racial  
27 segregation within the District and improve the District’s education programs. The Group shall  
28 meet at least twice each year until termination of the Judgment.

1 B. The District shall contract with a qualified third-party expert or experts, subject to  
2 approval of the Monitor or if the Monitor has not been selected, subject to approval of the  
3 Attorney General's office, regarding the effect of racial segregation and to facilitate and organize  
4 Group meetings.

5 C. The District Superintendent shall invite representatives from the following categories of  
6 persons or entities, though members of the Group are not limited to the following:

- 7 (1) Students;
- 8 (2) Parents of students;
- 9 (3) Public school administrators;
- 10 (4) Public school teachers;
- 11 (5) Community organizations;
- 12 (6) County of Marin Office of Education;
- 13 (7) County of Marin Housing Authority;
- 14 (8) County of Marin Department of Health and Human Services;
- 15 (9) City of Sausalito; and
- 16 (10) Marin City Community Services District.

17 D. The District Superintendent may use any reasonable interpretation for the definition of the  
18 categories described in Section I.C.(1) through Section I.C.(5).

19 E. The activities of the Group shall include, but are not limited to:

- 20 (1) Review and input relating to education programs in the District, including  
21 policies, procedures, and practices and any changes to the District's  
22 education programs as required under this Judgment;
- 23 (2) Review and input relating to student demographic data within the District;
- 24 (3) Review and input relating to the impact of education programs on student  
25 demographics, and specifically with respect to race and ethnicity, in  
26 education programs within the District;
- 27 (4) Review and input relating to feedback from the community regarding the  
28 education programs within the District;

- 1 (5) Review and input relating to health services, social services and other  
2 supportive programs available to students within the District; and  
3 (6) Review and input relating to other activities and events within the District  
4 that may effect racial segregation within the District's education programs.

5 F. Within 45 days of each meeting, the Group shall publicize a written summary of the  
6 meeting and shall provide the written summary to the Monitor and to the District Superintendent.

7 G. The District Superintendent or a designee shall review the summary to identify potential  
8 improvements or modifications to District policies and practices, and identify potential  
9 partnerships with other organizations.

10 **II. COMMUNITY-ORIENTED COMPREHENSIVE EDUCATION PROGRAM**

11 A. Within 180 days of the Judgment, the District shall conduct an assessment of the  
12 community's needs and requests relating to the implementation of a comprehensive education  
13 program. The "community" as referenced in this section includes all areas within the District  
14 containing residences, and any additional areas at the District's discretion. The District shall  
15 involve, among others:

- 16 (1) Parents of children under the age of 8 residing in the District;  
17 (2) Community organizations;  
18 (3) Representatives of District-employed teachers selected by District-employed  
19 teachers;  
20 (4) Representatives of other District-employed school personnel selected by  
21 other District-employed school personnel;  
22 (5) Representatives of parents of students enrolled in District-Operated schools  
23 selected by parents of students enrolled in District-Operated schools;  
24 (6) Tamalpais Union High School District;  
25 (7) County of Marin Office of Education; and  
26 (8) Marin Community College District.

27 B. The District shall contract with a qualified third-party expert or experts to assist with the  
28 community assessment described in Section II.A.

1 C. The District shall contract with a qualified third-party expert or experts regarding the  
2 design and implementation of an academic program designed to attract students of diverse  
3 backgrounds. The third-party expert may be the same entity or person as the third-party expert  
4 described in Section II.B.

5 D. The District shall contract with a qualified third-party expert or experts regarding the  
6 design and implementation of a program designed to incorporate community resources into  
7 schools. The third-party expert may be the same entity or person as the third-party expert  
8 described in Section II.B and/or Section II.C.

9 E. The District may incorporate prior internal processes conducted or completed in the past  
10 three years in satisfying the requirements of Sections II.A through II.D, including but not limited  
11 to processes conducted by School Site Councils or Community Advisory Committees established  
12 under the Education Code or processes conducted to develop a local control and accountability  
13 plan established under the Education Code.

14 F. Incorporating the findings of the assessment described in Section II.A, and the expert  
15 recommendations described in Section II.B and II.C, the District shall develop a Comprehensive  
16 Plan to implement a comprehensive K-8 education program, which may be composed of  
17 component programs. The written Comprehensive Plan shall describe these elements:

- 18 (1) A program and curriculum designed to attract students from throughout the  
19 District of all backgrounds;
- 20 (2) A program designed to incorporate the District's community resources;
- 21 (3) A program that provides students in Grades 7 and 8 instruction from teachers  
22 Credentialed in English, Math, and Science and/or Similarly Qualified  
23 Teachers, in compliance with Section VII.M;
- 24 (4) A mission or vision statement;
- 25 (5) Long-term funding;
- 26 (6) Long-term teacher retention and recruitment;
- 27 (7) Long-term program leadership;
- 28 (8) Positive intergroup interactions among students;

- 1 (9) Discipline policies that encourage community building and communication;
- 2 (10) Discipline policies that are equitable, unambiguous, and limit exclusionary
- 3 discipline;
- 4 (11) Community and family engagement;
- 5 (12) Program marketing;
- 6 (13) Considering associated costs and feasibility, transportation that adequately
- 7 serves all students from throughout the District who attend District-Operated
- 8 schools;
- 9 (14) Out-of-district enrollment and interdistrict attendance agreements;
- 10 (15) Professional development of teachers for the selected school curriculum;
- 11 (16) Professional development of teachers, staff, and administrators on working
- 12 with diverse classrooms and encouraging positive intergroup interactions;
- 13 (17) Physical facilities use, including a description of options for enrollment
- 14 capacity; and
- 15 (18) Eligibility of the program for special funding including grants.

16 G. Within 190 days of the Judgment, the District shall present the Comprehensive Plan at an  
17 open board meeting.

18 H. The District shall publicly distribute a Comprehensive Plan at least one week prior to a  
19 public board meeting discussing the Comprehensive Plan. The District shall notify the Attorney  
20 General's office of the public board meeting and the Comprehensive Plan at least one week prior  
21 to the public board meeting.

22 I. Within 60 days after a Comprehensive Plan is presented at an open board meeting, the  
23 Attorney General's office may, at its discretion, object to the Comprehensive Plan or submit  
24 comments or questions.

25 J. If the Attorney General's office submits comments or questions regarding a  
26 Comprehensive Plan, the District shall respond to the comments or questions within 30 days. The  
27 Attorney General's office may require that the District's response be adopted as an attachment to  
28 the Comprehensive Plan. Within 30 days of receiving the District's response, the Attorney

1 General's office may object to the Comprehensive Plan or submit additional comments or  
2 questions.

3 K. If the Attorney General's office objects to a Comprehensive Plan, the District shall adjust  
4 the Comprehensive Plan in response to the Attorney General's office's stated objections within 60  
5 days, then present the adjusted Comprehensive Plan at an open board meeting. The Attorney  
6 General's office may object to a Comprehensive Plan if the Attorney General's office finds that  
7 the Comprehensive Plan does not meet the requirements of the Judgment, the Comprehensive Plan  
8 will likely not adequately remedy the harms described in the Complaint, or that the  
9 Comprehensive Plan may be found to violate state or federal law.

10 L. After approval of a Comprehensive Plan by the Attorney General's office, the District  
11 shall implement the Comprehensive Plan no later than July 1, 2020. Unless otherwise required by  
12 the Judgment, the District shall continue implementation of the implemented Comprehensive Plan  
13 until termination of the Judgment.

14 M. At any time, the Parties may agree to design and implement a new Comprehensive Plan  
15 through the process described by Section II.E through II.K.

16 N. During implementation of a Comprehensive Plan, the District shall promote the District's  
17 academic offerings with a promotional campaign. The District may contract with a third-party to  
18 facilitate the promotional campaign. If the Monitor finds that the District's promotional campaign  
19 was insufficient in attracting students in the current academic year, the Attorney General's office  
20 may require that the District undertake any of the steps described in Attachment B in the following  
21 academic year.

### 22 **III. ACCOUNTABILITY OF THE COMPREHENSIVE PLAN**

23 A. Success of the Comprehensive Plan in developing a program that attracts students of all  
24 backgrounds from throughout the District will be measured by two goals, which are measured by  
25 student enrollment on either October 1, January 15, or May 1:

- 26 (1) The "Phase 1 Goal" is defined as, or is met with, one or more of the  
27 following conditions:  
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- (a) 20% or more of students enrolled at District-Operated Schools in K-3 or K-8 are Sausalito, the Hill, and the Marina (“SHM”) residents.
- (b) (i) 30% or more of students enrolled at District-Operated Schools in K-3 or K-8 are either SHM residents or Out-of-District Students, and (ii) 10% or more of students enrolled at District-Operated Schools of K-3 or K-8 are SHM residents.
- (c) 20 or more students enrolled at District-Operated Schools in K-3 are SHM residents.
- (d) 40 or more students enrolled at District-Operated Schools in K-8 are SHM residents.

(2) The “Phase 2 Goal” is defined as, or is met with, one or more of the following conditions:

- (a) (i) 40% or more of students enrolled at District-Operated Schools in K-8 are either SHM residents or Out-of-District Students, and (ii) 20% or more of K-8 students are SHM residents.
- (b) (i) 35% or more of students enrolled at District-Operated Schools in K-8 are either SHM residents or Out-of-District Students, and (ii) 25% or more of K-8 students are SHM residents.
- (c) 30% or more of K-8 students enrolled at District-Operated Schools are SHM residents.
- (d) 60 or more students enrolled at District-Operated Schools in K-8 are SHM residents.

B. At five years of implementation of a Comprehensive Plan, if the Phase 2 Goal is met, the District shall request a written report from the Monitor, as described in Section VII.L, and upon receipt of the report or after 30 days, the District may petition the court to terminate the Judgment upon a showing that the Phase 2 Goal has been met.

C. At any time on or after five years of implementation of a Comprehensive Plan, if the Phase 2 Goal is met, the District shall request a written report from the Monitor, as described in



1 Section VII.L, and upon receipt of the report or after 30 days, the District may petition the court to  
2 terminate the Judgment upon a showing that the Phase 2 Goal has been met.

3 D. At five years of implementation of a Comprehensive Plan, if the Phase 2 Goal is not met,  
4 the term of the Judgment shall be extended five years or a longer period of time as agreed-upon by  
5 the parties in writing.

6 E. At five years after implementation of a Comprehensive Plan, if the Phase 1 Goals is not  
7 met, the District shall take the following actions within 450 days:

- 8 (1) Relocate all of its District-Operated School's kindergarten, first grade, second  
9 grade, third grade, and fourth grade instruction to the Sausalito Campus. To  
10 the degree one or more charter school(s) are located at the Sausalito Campus,  
11 moving the charter school(s) shall be deemed necessary to comply with the  
12 Judgment and in conformity with the meaning of Education Code section  
13 47614, subdivision (b). Should compliance with the Judgment require  
14 allocating space to one or more charter school(s) at more than one site, the  
15 Judgment shall be deemed grounds requiring the Board to find that the  
16 charter school(s) cannot be accommodated at a single site within the meaning  
17 of California Code of Regulations, title 5, section 11969.2(d);
- 18 (2) Produce a written report describing the likely causes for the District's failure  
19 to meet the Phase 1 Goal; and
- 20 (3) Cease provision of Discretionary Funds, if any, to Non-District Operated  
21 Schools until the Phase 1 Goal is met.

22 F. If at ten years of implementation of a Comprehensive Plan, the Phase 1 Goal is met but  
23 the Phase 2 Goal is not met, within 180 days the District shall produce a written report describing  
24 the identified likely causes for the District's failure to meet the Phase 2 Goal.

25 G. If at ten years of implementation of a Comprehensive Plan, the Phase 1 Goal is not met,  
26 the District shall design and implement a new Comprehensive Plan through the process described  
27 in Sections II.A through II.K.

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1 H. If at fifteen years of implementation of a Comprehensive Plan, the Phase 2 Goal is not  
2 met, the District shall design and implement a new Comprehensive Plan through the process  
3 described in Sections II.A through II.K.

4 I. The requirements in Section II.F(3) shall be waived for one year if the District  
5 demonstrates that:

6 (1) In the previous academic year, the District allocated sufficient funding to  
7 implement Section II.F(3);

8 (2) In the previous academic year, the District undertook best efforts to recruit  
9 any staff or partners necessary to implement Section II.F(3);

10 (3) In the current academic year, the District has allocated sufficient funding to  
11 implement Section II.F(3); and

12 (4) In the current academic year, the District will undertake best efforts to recruit  
13 any staff or partners necessary to implement Section II.F(3).

#### 14 **IV. COUNSELING PROGRAM AND SCHOLARSHIP PROGRAM**

15 A. "Beneficiary" is defined as any student enrolled in a District-operated school for a total of  
16 four months or more consecutive during the period of August 1, 2013 to June 13, 2019.

17 B. "Special Beneficiary" is defined as a Beneficiary who attended sixth grade, seventh grade,  
18 or eighth grade for four or more consecutive months during the period of August 1, 2014 to July  
19 31, 2019.

20 C. Within 180 days of entry of Judgment, the District shall contract with a qualified third-  
21 party partner(s) or District staff to establish an academic and career counseling program  
22 ("Counseling Program") for a term of ten years to continuously provide academic and/or career  
23 counseling as set forth in this section. The third-party partner(s) may involve other public  
24 education agencies to capitalize on existing college and career counseling support systems. To the  
25 extent the District cannot identify and/or contract with a qualified third-party partner to establish a  
26 Counseling Program, the District is obligated to carry out the requirements to establish a  
27 Counseling Program as set forth in this Section IV.C. The requirements of the Counseling  
28 Program are:

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- (1) The Counseling Program shall provide comprehensive academic and/or career counseling at any time and irrespective of whether the Beneficiary is enrolled in any school or trade institution. The Counseling Program shall advise and assist beneficiaries with: (a) developing long-term academic and career goals, (b) resume composition and assistance with job applications, (c) higher-education applications, (d) placement with vocational programs and in the workforce, and (e) identifying grants, scholarships, and other programs that provide financial or other support necessary to provide Beneficiaries access to continuing or higher education or skilled workforce employment.
- (2) Beneficiaries, may elect to participate in the Counseling Program to receive academic and/or career counseling at no cost to the Beneficiary. The Counseling Program shall provide Beneficiaries with up to a total of twenty hours of counseling services and Special Beneficiaries with up to a total of forty hours of counseling services from the Counseling Program.
- (3) The District shall provide assistance to the Counseling Program to identify and notify Beneficiaries. The District shall identify and notify all potential Beneficiaries within one year of establishing the Counseling Program regarding the benefits of the Counseling Program. The District shall identify and notify all potential Beneficiaries who have not previously responded to outreach efforts of the Counseling Program. For Beneficiaries who have not previously enrolled in the Counseling Program, the District shall provide additional notification upon the anticipated year of the Beneficiary’s high school graduation.

D. Within 30 days of entry of Judgment, the District shall establish a scholarship program (“Scholarship Program”) that will continuously operate for a term of ten years and shall coordinate with the Counseling Program set forth in Section IV.C. The requirements of the Scholarship Program are:

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- (1) The Scholarship Program shall be administered by a committee composed of two or more of the District's Governing Board and the District Superintendent.
- (2) As a remedy to the operation of segregated schools and racially discriminatory provision of education resources, the District shall ensure that each year on January 1 and July 1, at least \$50,000 is available to the Scholarship Program for the next six months.
- (3) The Scholarship Program shall allocate funds on these conditions:
  - (a) Available funds shall be allocated to pay an amount equivalent to California Community College Tuition at a California Community College for Beneficiaries upon request, if the Beneficiary has a remaining Scholarship amount. Allocation of the scholarship shall not be contingent on full-time enrollment at a community college, employment status, completion of an academic program, or age.
  - (b) The Scholarship Program may allocate funds to other types of college and/or trade school scholarships for all Beneficiaries.
  - (c) Notwithstanding subsection (a), the Scholarship Program may decline to allocate funding for the scholarship of a Beneficiary as described in subsection (a) if all of the following occur:
    - (i) The Beneficiary previously received an allocation from the Scholarship Program for enrollment in program;
    - (ii) The Beneficiary did not complete or pass the program;
    - (iii) The Beneficiary's tuition was not refunded to the Scholarship Program;
    - (iv) The Beneficiary was not called to military active duty status;
    - (v) The Beneficiary was not prevented from participating in the program by a natural disaster; and
    - (vi) During the period of the program, the Beneficiary did not:

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- a. Have a Serious Health Condition that made the Beneficiary unable to perform the tasks of the program; or
- b. Take care of the Beneficiary's Parent, spouse, registered domestic partner, or Child with a Serious Health Condition.

(4) Prior to allocating funding, the Scholarship Program may require that applicants or Beneficiaries submit:

- (a) academic transcripts;
- (b) documents to confirm status as a Beneficiary; and
- (c) documents to confirm that the Beneficiary is or is eligible to be enrolled in a particular program.

(5) The Scholarship Program may establish a program to directly pay tuition.

(6) For Special Beneficiaries, the Scholarship amount shall be limited to an amount equivalent to four semesters of full-time enrollment or six quarters of full-time enrollment at the time of the request. For other Beneficiaries the Scholarship amount shall be limited to two semesters or three quarters of full-time enrollment at the time of the request. The Scholarship amount shall be prorated across academic semesters, quarters, or terms if the beneficiary is not enrolled full-time at a particular program. The Scholarship amount shall be prorated by the share of tuition paid by other public sources or made available through other scholarship programs operated by public entities other than the District's Scholarship Program.

**V. SUSTAINED SUMMER SUPPORT**

A. Prior to implementation of a Comprehensive Plan, the District shall not reduce Summer Support to third-parties below what the District offered those same third-parties in the Summer of 2017, and below what the District offered those same-third parties in the Summer of 2018. This Section does not require the District to offer Summer Support to third-parties that the District did not previously provide with Summer Support in the Summer of 2017, or in the Summer of 2018.

1 **VI. EQUITABLE INTERDISTRICT ATTENDANCE AGREEMENTS**

2 A. During the Judgment, the District shall not enter or renew interdistrict attendance/transfer  
3 agreements with other school districts which treats In-District Students differently on the basis of  
4 place of residency within the District.

5 B. Regarding the existing interdistrict attendance agreement between the Mill Valley School  
6 District and the District, the District may not renew or reestablish this Agreement.

7 **VII. MONITOR AND OVERSIGHT**

8 A. The Judgment shall be overseen by a qualified third-party monitor ("Monitor"), who shall  
9 be provided access to information and documents to ensure compliance and whose costs and  
10 expenses shall be paid for by the District. The District's selection of a Monitor shall be subject to  
11 the Attorney General's approval. Within 14 days of the entry of this Judgment, the parties shall  
12 meet and confer regarding the identity of the Monitor.

13 B. The District is committed to allocating all costs and expenses necessary to comply with  
14 the terms of the Judgment. The District's agreement with the Monitor may include provisions,  
15 subject to the Attorney General's office approval, limiting unreasonable costs or fees for  
16 monitoring.

17 C. At the sole direction of the Attorney General's office, the Monitor shall provide the  
18 Attorney General's office with an annual report on the status of compliance with the Judgment  
19 following the date of entry of this Judgment for the period of this Judgment, including, but not  
20 limited to, the status of implementation of the Comprehensive Plan and the District's progress  
21 towards achieving the Phase 2 Goal. Additionally, the Attorney General's office may request  
22 from the Monitor additional reports regarding the District's compliance with the Judgment.

23 D. Following retention of the Monitor, District actions required to be evaluated by the  
24 monitor pursuant to Section VII.G, shall be submitted to the Monitor for evaluation of compliance  
25 with the terms of the Judgment. The Monitor or the Monitor's designee shall make the evaluation  
26 within 90 days. The District may propose a set of actions to the Monitor to be evaluated jointly  
27 for their net effect. If the Monitor determines that the proposed action or set of actions will likely  
28 hinder achievement of the Phase 2 Goal or is in violation of the terms of the Judgment, the

1 Monitor shall make a report supporting that determination to the District and the Attorney  
2 General's office.

3 E. Reasonable and typical actions otherwise requiring Monitor determination taken in  
4 response to an Emergency Situation may be taken immediately without an evaluation. If  
5 necessary, the Monitor shall make a post-hoc evaluation within 30 days of an action otherwise  
6 requiring an evaluation, and determine whether the emergency response was reasonable and  
7 typical.

8 F. The District shall not commit an action or set of actions that will likely hinder  
9 achievement of the Phase 2 Goal or violate the terms of the Judgment. The Monitor may  
10 determine if the District has committed an action or set of actions that will likely hinder  
11 achievement of the Phase 2 Goal or is in violation of the terms of the Judgment.

12 G. The Monitor is not required to review agreements where county agencies, state agencies,  
13 federal agencies, or employees or officers thereof acting in an official capacity, are the only other  
14 parties. Otherwise, the following actions shall be, and are required to be, proposed to and  
15 evaluated by the Monitor:

- 16 (1) Any change of staff certification requirements;
- 17 (2) Any reduction in classified or certified staffing levels;
- 18 (3) Any acquisition, transfer, disposal, or encumbrance of real property;
- 19 (4) Any of the following with a total net cost likely to exceed \$50,000:
  - 20 (a) Permanent change of a physical facility; and
  - 21 (b) Repair of a physical facility.
- 22 (5) Any of the following with total net costs likely to exceed \$100,000:
  - 23 (a) Grant or agreement to provide services, facilities, or property to
  - 24 students not enrolled at a District-Operated School; and
  - 25 (b) Grant or agreement to provide services, facilities, or property to a
  - 26 Non-District Operated School.
- 27 (6) And, any action which would likely result in the action described in
- 28 subsections (1) to (5).

1 H. During the evaluation of an action or set of actions by the Monitor, the District shall allow  
2 and facilitate the Monitor's reasonable access to the District's physical facilities, officers,  
3 employees, and related records, reports, and documents. The District shall furnish such access and  
4 information within 30 days. If the Monitor's access is limited or denied, the Monitor or the  
5 District shall notify the Attorney General's office. The Parties shall meet and confer within 14  
6 days of such notification. The 90-day evaluation period shall be tolled until the Parties come to an  
7 agreement regarding the Monitor's access or, if the dispute requires court intervention, this Court  
8 finds that the Monitor was granted reasonable access.

9 I. In advance of a formal proposal, the District may discuss possible actions with the  
10 Monitor. The Monitor may provide informal advice the District as to the likely result of an  
11 evaluation for a particular action, but the informal advice is not binding on any future evaluation.

12 J. The District shall assist the Monitor in obtaining any information related to the operation  
13 of any charter school authorized by the District. The Monitor may issue a report to the District  
14 and to the Attorney General's office on any instance in which the Monitor believes the charter  
15 school has violated state law, its charter, or has enacted a policy that may hinder the effectiveness  
16 of the Judgment. The District shall make best efforts to ensure the charter school complies with  
17 the Monitor's legal requests.

18 K. In the period after the Judgment but prior to retention of the Monitor:

19 (1) The District shall not provide Discretionary Funds to a Non-District Operated  
20 School;

21 (2) The District shall not enter into agreements to provide services, facilities, or  
22 property to In-District students attending a Non-District Operated School  
23 unless:

24 (a) The terms of the agreement do not extend past 450 days and the total  
25 net cost of the agreement to the District is zero dollars; or

26 (b) The agreement is necessary to comply with California and/or federal  
27 law governing the right to Free and Appropriate Public Education to  
28 qualified students including students enrolled in Non-District operated



1 school(s) where such school is a "public school of the District for  
2 purposes of special education" within the meaning of Education Code  
3 section 47646, subdivision (a).

4 (3) Except interdistrict attendance agreements established pursuant to Education  
5 Code sections 46600 through 46611, the District shall not enter into  
6 agreements to provide services, property, or facilities to Out-of-District  
7 Students at cost to the District; and

8 (4) If the District is required by law to enter into an agreement or make a  
9 payment described by subsections (1) or (2), the District may make such a  
10 payment or enter into such an agreement, however the length of such an  
11 agreement must either be (a) 450 days or less or (b) the minimum length  
12 required by law, and the District's total net cost of the payment or agreement  
13 shall not be greater than what is necessary to meet the legal requirement.

14 L. When the Phase 2 Goal is met as described in Section III.B, the District shall request that  
15 the Monitor issue a report to the Parties describing:

- 16 (1) The state of racial and ethnic segregation within the District;  
17 (2) The conditions establishing that the Phase 2 Goal was met;  
18 (3) Conditions, policies, or actions that aided the District in meeting the Phase 2  
19 Goal;  
20 (4) Conditions, policies, or actions that hindered the District in meeting the Phase  
21 2 Goal; and  
22 (5) Recommendations for future District actions or policies that could reduce  
23 racial and ethnic segregation within the District.

24 M. If, pursuant to the Comprehensive Plan at Section II.F(3), the District does not provide  
25 students in Grades 7 and/or 8 instruction from a teacher Credentialed in English, Math and/or  
26 Science, the District is required to provide those students in Grades 7 and 8 instruction from a  
27 Similarly Qualified Teacher who will provide students with a subject specific education  
28 comparable to instruction provided by a teacher Credentialed in the particular subject.

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- (1) “Similarly Qualified Teacher” is defined as a Fully Credentialed teacher that receives subject matter coaching, mentoring and subject specific professional development provided by the District, before and throughout their subject level teaching assignment, which prepares the teacher to provide students with a subject specific education comparable to instruction provided by a teacher Credentialed in the particular subject.
- (2) If the Monitor or a Monitor’s designee finds that a Similarly Qualified Teacher is not prepared to provide students with a subject specific education comparable to a teacher Credentialed in the particular subject, the Monitor or designee may issue a written report describing how students are not provided with a comparable subject specific education (“Deficiency Report”).
- (3) Within 90-days of the Deficiency Report’s issue, the District shall develop an amendment to the Comprehensive Plan addressing the deficiencies found by the Monitor within 180 days of adoption (“Coaching Amendment”), and present the Coaching Amendment to the Attorney General’s office. If the Attorney General’s office finds that a Coaching Amendment does not adequately address the deficiencies in the Deficiency Report, the Attorney General’s office may object to that Coaching Amendment by describing the deficiencies of the Coaching Amendment in writing within 30 days.
- (4) If the Attorney General’s office objects to a Coaching Amendment, the District shall remedy areas of deficiency in the Coaching Amendment described by the Attorney General’s objection, and propose a new Coaching Amendment to the Attorney General’s office.
- (5) The District shall adopt a Coaching Amendment without objection by the Attorney General’s office within 180 days of the Monitor issuing a Deficiency Report.

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2 **VIII. TIME LIMITS FOR PERFORMANCE**

3 A. Any time limits for performance imposed by the Judgment may be extended by the mutual  
4 agreement, in writing, of the Attorney General's office and the District, and/or by order of the  
5 Court for good cause shown.

6 B. If the District fails to complete a provision of this Judgment in the time described by the  
7 Judgment, the Attorney General's office may elect to impose the following conditions until the  
8 tardy provision of the Judgment has been completed:

9 (1) The District shall not provide Discretionary Funds to a Non-District Operated  
10 School;

11 (2) The District shall not enter into agreements to provide services, facilities, or  
12 property to In-District students attending a Non-District Operated School  
13 unless:

14 (a) The terms of the agreement do not extend past 450 days and the total  
15 net cost of the agreement to the District is zero dollars; or

16 (b) The agreement is necessary to comply with California and/or federal  
17 law governing the right to Free and Appropriate Public Education to  
18 qualify students including students enrolled in Non-District operated  
19 school(s) where such school is a "public school of the District for  
20 purposes of special education" within the meaning of Education Code  
21 section 47646, subdivision (a).

22 (3) Except interdistrict attendance agreements established pursuant to Education  
23 Code sections 46600 through 46611, the District shall not enter into  
24 agreements to provide services, property, or facilities to Out-of-District  
25 Students at cost to the District; and

26 (4) If the District is required by law to enter into an agreement or make a  
27 payment described by subsections (1) or (2), the District may make such a  
28 payment or enter into such an agreement, however the length of such an

1 agreement must either be (a) 450 days or less or (b) the minimum length  
2 required by law, and the District's total net cost of the payment or agreement  
3 shall not be greater than what is necessary to meet the legal requirement.

4 C. If the District fails to complete a provision of this Judgment by more than 180 days past  
5 the time required by the Judgment, the Attorney General's office may direct the District to allocate  
6 or expend any unassigned funding, not part of a five-percent economic reserve or otherwise  
7 restricted, for a purpose that supports the completion of the tardy provision of the Judgment.

8 **IX. FUTURE MODIFICATION**

9 A. The Attorney General and the District may jointly stipulate to make changes,  
10 modifications, and amendments to the Stipulation and Judgment, or terminate the Judgment,  
11 which shall be effective after a joint motion is filed by the parties and is granted by the Court.

12 B. The Parties may meet to propose a mutual modification or termination of the Judgment at  
13 any time. In particular, the Parties may consider modifying or terminating the Judgment if the  
14 District merges with a neighboring school district, or if schools within the District are merged,  
15 closed, or created. This Judgment may be modified such that if particular conditions and actions  
16 were to occur, the Judgment would be modified or terminated upon the District's execution of the  
17 prospective action.

18 **X. CONTINUING JURISDICTION OF COURT AND COMPLIANCE**

19 A. It is the intent of the parties to work collaboratively to address any potential violations of  
20 the Judgment prior to the invocation of a formal dispute resolution process. Unless a more  
21 specific provision of the Judgment describes otherwise and the described process is not yet  
22 exhausted, if the Attorney General denies, rejects, or objects to any policy, plan, or any other  
23 document submitted to the Attorney General's office by the District as required per this Judgment,  
24 or if the Attorney General determines that the District has failed to complete a provision of the  
25 Judgment in the time described by this Judgment, the Attorney General, will, within 60 days of  
26 the date of the denial, rejection, or objection advise the District of the Attorney General's position  
27 in writing, and negotiate in good faith to reach a resolution of any dispute.

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1 B. The Attorney General's office may make reasonable requests to the District for additional  
2 information demonstrating compliance with any provision(s) of this Judgment. The District shall  
3 furnish such information within 30 days after the request is made, unless another date is agreed  
4 upon in writing.

5 C. Jurisdiction is retained by the Court to enforce the Judgment until the Judgment is  
6 terminated pursuant to Section III.B, for the purpose of enabling any party to the Judgment to  
7 apply to the Court at any time for such further orders and directions as may be necessary or  
8 appropriate for the interpretation or the carrying out of this Judgment, for the modification of any  
9 of the injunctive provisions hereof, for enforcement of compliance herewith, and for the  
10 punishment of violations hereof, if any.

11 D. This Judgment shall take effect immediately upon entry thereof and service by mail of  
12 "Notice of Entry of Judgment" upon all parties, through their counsel of record.

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

15 F. Nothing in this Judgment alters the requirements of the District related to any complaints  
16 before the District under California Code of Regulations, Title 5, Division 1, Chapter 5.1.

17 G. Nothing in this Judgment limits the powers vested in the Attorney General by the  
18 California Constitution and state statutory law, including Government Code section 11180 et seq.,  
19 to oversee or enforce any California laws or regulations, which he/she may use to monitor the  
20 District's compliance with the terms of the Judgment.

21 H. The injunctive provisions of this Judgment shall apply to the District as well as its  
22 successors, directors, officers, employees, agents, independent contractors, partners, associates,  
23 and representatives of each of them with respect to their activities in the State of California.

24 I. The clerk is ordered to enter this Judgment forthwith.

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27 DATED: *Aug 28, 2019*

*Ethan P. Schuman*

JUDGE OF THE SUPERIOR COURT

**ETHAN P. SCHULMAN**

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**ATTACHMENT A**

**I. DEFINITIONS**

- A. "Board" is defined as the Sausalito-Marín City School District Governing Board.
- B. "California Community College" is defined as any education program described under Title 3, Division 7 of the California Education Code.
- C. "California Community College Tuition" is defined as any mandatory fee charged by a California Community College to "residents", as defined by Education Code section 68017, which is required to register or enroll in a program.
- D. "Child," "Parent," and "Serious Health Condition" are as defined by Government Code section 12945.2(c) at the time of entry of this Judgment, except that references to "Employee" should be read as "Beneficiary." For reference only, these definitions would be:
1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either of the following:
    - i. Under 18 years of age.
    - ii. An adult dependent child.
  2. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the Beneficiary when the Beneficiary was a child.
  3. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:
    - i. Inpatient care in a hospital, hospice, or residential health care facility.
    - ii. Continuing treatment or continuing supervision by a health care provider.
- E. "Credentialed" is defined as possessing one of the following credentials issued by the California Teaching Commission in the specified subject: (1) a preliminary or clear Single Subject Teaching Credential; (2) a Single-Subject Intern Teaching Credential; (3) Single Subject Short-Term Staff Permit; (4) a Single Subject Provisional Internship Credential; (5) a Single Subject Limited Assignment Teaching Permit, or (6) any successor or

- 1 substantially similar credentials enacted by the California Teaching Commission  
2 following, but not before, the entry of the Judgment.
- 3 F. "Discretionary Funds" is defined as funding allocations beyond the amount required by  
4 California Education Code sections 47612, 47613, 47614, 47635, and 47636 and other  
5 California or Federal law.
- 6 G. "District-Operated School" is defined as a School that is operated by the Sausalito Marin  
7 City School District and is not a Non-District Operated School.
- 8 H. "Emergency Situation" is defined as any condition described by Government Code section  
9 8558, an "emergency facilities need" as defined by Education Code section 17592.72, or  
10 any other condition which presents a clear and present danger to the life, safety, or health  
11 of pupils or school personnel.
- 12 I. "Fully Credentialed" is defined as possessing one of the following credentials issued by  
13 the California Teaching Commission: (1) a preliminary or clear Single Subject Teaching  
14 Credential; or (2) a preliminary or clear Multiple Subject Teaching credential.
- 15 J. "In-District Student" means a student entitled to enroll at a District-Operated School,  
16 including but not limited to students entitled to enroll pursuant to Education Code sections  
17 48200, 48204(a), 48204.3 or 48204.4, and not including students eligible to attend  
18 exclusively based on an agreement pursuant to Education Code section 46600 through  
19 46611 or exclusively based on parental employment pursuant to Education Code section  
20 48204(b).
- 21 K. "K-3" is defined as kindergarten, first grade, second grade, and third grade.
- 22 L. "K-8" is defined as kindergarten, first grade, second grade, third grade, fourth grade, fifth  
23 grade, sixth grade, seventh grade, and eighth grade, and does not include transitional  
24 kindergarten.
- 25 M. "Non-District-Operated School" is defined as a School operated as or operated by a  
26 private person, a firm, an association, a corporation, a limited partnership, a limited  
27 liability company, any other form of business entity, any other form of charitable entity, or  
28 any other form of nonprofit public benefit entity.

- 1 N. "Out-of-District Student" means a student that is not an In-District Student.
- 2 O. "Parties" means the Sausalito Marin City School District and the People of California,  
3 represented by and through the Attorney General of the State of California.
- 4 P. "Sausalito, the Hill, and the Marina" or "SHM" is defined as these three areas:
- 5 1. All residences within the City of Sausalito as it exists on the date of entry of the  
6 Judgment.
- 7 2. All residences within the District (1) on Donahue St. west past the intersection  
8 with Buckelew St., (2) on a street connected to Donahue St. west past the  
9 intersection with Buckelew St., (3) on Tennessee Valley Rd., (4) on Tennessee  
10 Glen Way, (5) on a street adjacent to Tennessee Valley Rd, or (6) on State Route  
11 1.
- 12 3. All residences within the District that are (1) not in the City of Sausalito, and  
13 (2)(a) on the northeast side of Bridgeway Blvd. or (b) on the northeast side of  
14 Highway 101.
- 15 Q. "Sausalito Campus" is defined as the District facility located on Nevada Street in the City  
16 of Sausalito.
- 17 R. "Science" is defined as any one of the following subjects: Biological Sciences, Chemistry,  
18 Geosciences, Physics, or Foundational-Level General Science.
- 19 S. "Summer" is defined as the period of time following the end of classes in an academic  
20 year and preceding the start of classes in an academic year.
- 21 T. "Summer Support" is defined as the provision of staff support, material support, and  
22 facilities to third-party education or enrichment programs operating on the District's  
23 facility located on Phillips Drive.
- 24 U. For purposes of the definition of "Non-District Operated School" and "District-Operated  
25 School", "School" is defined as an education institution: (1) with one or more teachers to  
26 provide instruction; (2) with an assigned administrator; (3) based in one or more  
27 buildings; and (4) enrolling students.
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**ATTACHMENT B**

A. If the Monitor finds that the District's promotional campaign was insufficient in attracting students in the preceding academic year, the Attorney General's office may require that the District undertake any of the following steps in the current academic year:

- (1) The District shall produce at least 500 copies of a three-fold pamphlet describing the Comprehensive Plan's program by December 1. The District shall, by December 15, distribute the pamphlet to:
  - (a) All pre-kindergarten programs and child care centers in District boundaries;
  - (b) All grocery stores within District boundaries or within two miles of any point in District boundaries;
  - (c) All children's clothing stores, children's toy stores, and department stores in District boundaries;
  - (d) All licensed realtors with offices in District boundaries;
  - (e) All museums providing activities for persons under 18 in District boundaries; and
  - (f) All local public agencies providing recreational activities for persons under 18 years old in District boundaries.
- (2) For at least two weeks in January, the District shall advertise the Comprehensive Plan's program in the Sunday or weekly edition of a newspaper with a circulation of at least 15,000 in the County of Marin or 750 in the District. The total advertisement space across editions must be at least:
  - (1) twelve-column inches; (2) six-column inches and a full-page free-standing insert; or (3) two full-page free-standing inserts. The advertisement's run must cover at least the entire regular circulation of the enrollment area of the District.

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- (3) The District shall offer two campus tours for the Comprehensive Plan's program in February, with presentations by the principal or assistant principal and at least two teachers. One of the tours shall take place after 6 p.m.
- (4) The District shall promote the Comprehensive Plan's program tours and enrollment process on the District's website and social media platforms.
- (5) The District shall post signs promoting the tours in high traffic areas through the District for two weeks prior to the tours, including all entrances to properties owned or controlled by the District.