



Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

CIVIL RIGHTS DEPARTMENT (CRD) SETTLEMENT AGREEMENT

CRD Case Number: [REDACTED]

Complainant:
[REDACTED]

Respondent:
Yuba City Unified School District

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Yuba City Unified School District ("Respondent") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department¹ ("CRD Complaint") pursuant to the following terms and conditions:

1. This Agreement will take effect once it has been signed by all parties and an authorized CRD representative.
2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law. The terms of this Agreement are contractual and not mere recitals. As such, this Agreement may be used as evidence if any party brings a proceeding to enforce this Agreement.
3. By signing this Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint.
4. In exchange for Complainant's promises in this Agreement, Respondent agrees:
 - a. To provide only accurate and required information about Complainant to another school district upon request. Respondent will not provide other school districts any non-required or optional information about Complainant.

¹ Prior to July 1, 2022, the Civil Rights Department ("CRD") was named the Department of Fair Employment and Housing ("DFEH"). Pursuant to Government Code section 11159 and Senate Bill 1316 (2022), the CRD has the same duties, powers, purposes, responsibilities, and jurisdiction as the former DFEH.

b. To take the following education and outreach actions within the specified time frames at the Respondent's [REDACTED] Elementary School and [REDACTED] Elementary School:

- 1) The Respondent will hire a trainer with expertise in fostering inclusive school communities ("Trainer") to oversee the Respondent's outreach and education efforts to maintain a safe, inclusive and non-discriminatory educational environment. The Trainer will give input on the Culture and Climate survey ("Survey"), develop and implement training for staff, coordinate with the Respondent regarding age-appropriate training for students at all grade levels at both schools about discrimination, harassment, conflict resolution and inclusive school communities, and assist with outreach to parents on the aforementioned issues.
- 2) By November 30, 2025, the Respondent will conduct a Survey to be sent to families and staff at both schools, the results of which will inform the topics the Trainer will include in the subsequent staff and student trainings on creating safe and inclusive school communities.
- 3) The Respondent will provide at least one mandatory training of at least sixty minutes in length by March 31, 2026 to all certificated teachers, paraprofessionals, and site administrators at both schools. This training will cover issues, questions and concerns identified by staff and families in the Survey. It will also include information about the following topics:
 - a. District policies prohibiting discrimination, including harassment, against a student based on race, color, national origin, and other protected characteristics by another student, a District employee, or a third party,
 - b. The types of conduct that could constitute harassment based on students' protected characteristics, such as race, color or national origin, including verbal acts and name-calling, graphic and written statements about racial or cultural stereotypes, or other conduct that may be physically threatening, harmful or humiliating,
 - c. A review of the procedure the District uses to investigate and resolve complaints of discrimination, including harassment, based on race, color, national origin, and other protected characteristics; and what an administrator should do if they observe or learn of harassment of a student based on the student's protected characteristics by a peer, District

employee, or third party, including, if applicable, the site administrator's responsibility to promptly investigate such incidents and notify complainants of the outcome of a complaint, or refer the complaint to a District administrator; and

- d. An explanation of what certificated teachers and paraprofessionals should do if they observe or learn of harassment or discrimination based on students' protected characteristics, including race, color or national origin, by students' peers, a District staff member, or a third party, and guidance on how administrators should ensure that staff members are aware of their responsibilities and understand what is expected of them. Upon completion of the training, the Respondent will issue written guidance to staff at both schools covering the topics discussed for staff to refer to when needed.
- e. By May 31, 2026, the Respondent will require all staff to complete thirty minutes of self-study or individual learning on content related to the training, which may be done during work hours. The Respondent will provide the proposed agenda, training and self-study materials, and guidance to the CRD by email to ContactGCU@calcivilrights.ca.gov for review and comment at least 45 days before the training will be provided to the staff.

4) To provide by April 15, 2026, at least two age-appropriate lessons for all fourth and fifth grade students and at least one age-appropriate lesson for all kindergarten through third-grade students in the classroom or other small-group grade-level settings at both schools that focus on school as an inclusive, safe and non-discriminatory place of belonging. The program will be designed to offer students an opportunity to engage in conversation about inclusion and belonging in their school community, increase awareness of what constitutes harassment or discrimination based on race, color, national origin, and other protected characteristics, inform students about how harassment can be harmful not only to the student(s) targeted but all students, and explain to students how to report harassment, discrimination and interpersonal conflicts to trusted adults and encourage them to do so and look out for each other. The District will provide a description of and materials for the proposed programs, the names and affiliations of the individuals who will administer the programs, and a timeline for completion to the CRD by email to

ContactGCU@calcivilrights.ca.gov for review and comment at least sixty (60) days before the lessons are provided to students.

- 5) Based on data, behavioral school referrals, and self-referrals, Respondent will hold monthly Tier 2 small-group counseling classes for all students using age-appropriate curriculum to facilitate conversations with them about safe, inclusive and non-discriminatory classroom communities by May 31, 2026.
- 6) To provide at least two family education nights during the 2025-26 school year for parents and guardians of both schools, at minimum. At least one will be offered in person, and may include a hybrid option, and the other offered via Zoom. At least one family education night will take place by January 31, 2026 and the second family education night will take place by March 31, 2026. Each family education night will include a presentation by each school of its post-survey plan to foster a safe, inclusive and non-discriminatory educational environment for all students. Both family education nights shall also include discussion of the avenues available to parents and guardians to report concerns involving their students and allow sufficient time for families to ask questions and share comments verbally. Respondent will also include a comment box at the in-person family-education night and designate an email address that will be shared with families at both family education nights during the 2025-26 school year and invite parents and guardians to offer any questions, concerns, or feedback they may have in writing, which may be done anonymously. Within one month of each family education night, the Respondent will review any comments received in the comment box or via email and timely address the questions, concerns, or feedback raised.
- 7) To provide parents and guardians at both schools with written information distributed electronically or on paper and posted on the schools' website regarding how to report any concerns they may have about discrimination and harassment and the district's investigation and resolution process of such concerns to the Respondent by January 31, 2026.

c. To inform Complainant and the CRD that Respondent has satisfied all the promises set forth in this Paragraph 4, by June 30, 2026. Respondent will inform Complainant of compliance by email to [REDACTED], at [REDACTED]. Respondent will inform the CRD of compliance of all provisions in paragraph 4 via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov and ContactGCU@calcivilrights.ca.gov

d. To release and forego from bringing against Complainants, in state or federal court or before any state, local, or federal government entity, any potential claims under the Ralph Civil Rights Act that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.

5. In exchange for Respondent's promises in this Agreement, Complainant agrees:

a. To the closure of the CRD Complaint.

b. To release and forego from bringing against Respondent or any of Respondent's officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Ralph Civil Rights Act that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.

6. This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue their rights.

7. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement is a public document.

8. Notwithstanding Paragraph 7, the parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.

9. In signing this Agreement, each party acknowledges that:

- a. They have carefully read and fully understand this Agreement;
- b. The CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Agreement on eligibility for public benefits;
- c. They understand they have the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing.
- d. They have knowingly and freely entered into this Agreement, without coercion; and
- e. They have the authority to bind the entity or individual on whose behalf they have signed.

10. This Agreement is the sole and entire Agreement between the parties and the CRD regarding the CRD Complaint and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaint. In signing this Agreement, the parties have not relied on any other promises, inducements, or representations, other than as expressly set forth in this Agreement.

CRD has been made aware that the parties intend to sign or have signed a separate agreement. The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

11. This Agreement may only be modified in a subsequent written agreement signed by all parties and the CRD.

12. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid and/or unenforceable portion did not exist.

13. If any party to this Agreement brings an action in court to enforce this Agreement, the prevailing party will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

14. The parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of the CRD's legal authority.

15. Respondent acknowledges that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Ralph Act.

16. This Agreement shall be interpreted under the laws of the State of California.

17. This Agreement may be signed in duplicate originals, each of which will be treated as an original and equally admissible in evidence. A fax, electronic, or scanned signature has the same effect as the original.

Dated: 01/06/2026



Complainant's Signature

Dated: 1/13/26



Respondent Yuba City Unified School District
Name & Job Title (Print)

Doreen Osumi, Superintendent

Respondent's Signature

**In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [REDACTED], subject to the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 1/15/2026

Chhaya Malik, Deputy Director of Dispute Resolution

**Department Representative's Name & Job Title (Print)



**Department Representative's Signature

836-308/9088357.1