

COMPROMISE AND RELEASE AGREEMENT

Sanders et al. v. Kern High School District et al.

Kern County Superior Court Case No. S-1500-CV-283224-SPC

This Compromise and Release Agreement (“Agreement”) is made by and between Petitioners/Petitioners Arlene Sanders, Ruby Watson, Patricia Crawford, Keschel Collins, Katina Franks, Mario Ramirez, Juan Moran, Virginia Melchor, Marbella Ojeda, Maria Gallardo, Isidro Larralde, Gabriel Elder, Carmen Ramirez, Catherine Robles, Robert Robles, Lori de Leon, Dolores Huerta Foundation (“DHF”), The National Brotherhood Association (“NBA”), and Faith in Action Kern County, aka Faith in the Valley (“FIV”) (referred to collectively herein as “Petitioners”) and Defendants and Respondents Mary Barlow, in her capacity as Kern County Superintendent of Schools (“KCSOS”) and the Kern County Office of Education (“KCOE”) (referred to collectively herein as “Respondents”) (Petitioners and Respondents are referred to collectively herein as “the Parties” or individually as “Party”) to resolve all claims, issues, and disputes in *Sanders et al. v. Kern High School District et al.*, Kern County Superior Court Case No. S-1500-CV-283224-SPC (the “Action”).

RECITALS

- A. On or about October 9, 2014, Petitioners initiated the Action against Respondents, filing their original Complaint and Petition for Writ of Mandate, in which they claim violations of state and/or federal law, seeking prospective equitable, declaratory and writ relief against Respondents, the Kern High School District and various employees and officials of the District, the California Department of Education, the State Superintendent of Public Instruction, and the State of California.
- B. On or about February 12, 2018 Petitioners filed their now operative Fourth Amended Complaint and Petition for Writ of Mandate (“Complaint”), in which they assert two (2) causes of action against Respondents, alleging illegal expenditure of public funds pursuant to Code of Civil Procedure section 526a and seeking a writ of mandate pursuant to Code of Civil Procedure section 1085.
- C. Respondents deny any allegations of violations of state and/or federal laws, and any and all alleged harm or injuries to students relative to the claims and allegations in Petitioners’ Complaint.
- D. For and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed to resolve the Action, without any admission of liability or wrongdoing, and agree as follows:

AGREEMENT

1. This Agreement is effective upon the execution date of this Agreement by all Petitioners and Respondents. Within five (5) business days of effective date of this Agreement, Petitioners will prepare and file a Request for Dismissal as to Respondents, with

prejudice, and will provide a conformed copy of the Request for Dismissal within ten (10) days of filing.

2. Respondents agree to amend the following existing forms and documents, attached hereto as **Exhibit A**, to include the following:

A. Community School Referral/Recommendation Form

- 1) Move the *ATTENDANCE* and *BEHAVIOR* sections up, to be immediately below the *LAST SCHOOL(S) ATTENDED* line.
- 2) In the *EXPULSION ACTIONS* section:
 - a) Add a check box entitled “Waived by agreement” in addition to the “Yes” and “No” boxes after “Expulsion hearing pending?”
 - b) Delete the “Alternative to Expulsion” check box.
 - c) Add a check box stating “Parent informed of option to attend KCOE Community School pending expulsion hearing.”
- 3) Add the following: “*VOLUNTARY ENROLLMENT* (Ed. Code 1981(d))?
__ Yes __ No Expected period of enrollment _____ through _____.”
- 4) Delete Sillect Community School information from back page, as that KCOE site has closed.
- 5) For each Community School site on the back side, indicate whether the classroom option at the site is online only.

B. Individualized Review and Certification for Community School Enrollment Form

- 1) Change the Checklist in the California Education Code Section 1981(d) section to:
 - a) Insert “following” between “were the” and “district of residence approval requirements established by the California Education Code satisfied?”
 - b) Add a “Yes” or “No” checklist for each of the following: a) enrollment is by parent/guardian request; b) enrollment is approved by the student’s school district; c) the district has concluded that placement promotes the educational needs of the student; and d) the parent/guardian may rescind the request at any time, and the student may return to their prior school district of residence.
 - c) Add a space for parent signature in this section.

C. Method of Instruction Form

- 1) Add the following statement below the top paragraph, and above the check boxes for Classroom Instruction and Independent Study: “Under state law enrollment in independent study is voluntary. If you choose independent study, and your child enrolls in independent study after KCOE deems it the most appropriate method of instruction for reinforcing or reestablishing educational development, you may withdraw from independent study at any time. KCOE may also discontinue independent study should your child not make adequate progress in independent study, or if KCOE determines independent study is not an appropriate placement.”
- 2) Change statement above signatures to add a clause: “I acknowledge that I have been informed of the instructional strategies available to my child, that enrollment/remaining enrolled in the independent study method of instruction is voluntary, and that I may request a change of instructional method at any time.”
- 3) Include a separate section for the Lake Isabella and West Kern sites, or any other site as long as there is no traditional classroom instruction option, with boxes for Independent Study and Online Instruction, with corresponding bullets explaining and distinguishing the online instructional method from independent study and traditional classroom instruction.

D. Student/Parent Handbook

- 1) In the “Introduction” section, Page 1, below the first paragraph and before the descriptions of each site, add: “Except when necessary for safety considerations, students who are eligible to enroll in the Community School may enroll at any of the following Community School sites where space is available.”
- 2) In “Eligible Pupils” section, Page 2, amend #1 to read: “Expelled students, including students who are temporarily enrolling because they have been recommended for expulsion and are awaiting an expulsion hearing.”
- 3) In “Eligible Pupils” section, Page 2, amend #3 to read: “Students whose parents have requested enrollment and have received district approval. Voluntary enrollment may not occur unless space is available and the district determines that enrollment in the Community School will promote the educational interests of the student. Additionally, parent, guardian, or responsible adult of a student voluntarily enrolled may rescind the request for the placement, and the student is entitled to immediate reenrollment in the school district of residence.”

- 4) In “Independent Study” section, Page 4, add the following at the end of the section: “Under state law enrollment in independent study is voluntary, and students enrolled in independent study may withdraw from independent study at any time.”
 - 5) Remove “Letter Grades” section, Page 28.
- E. All revisions to the forms and Student/Parent Handbook provided for in this section be implemented as soon as practicable, and in no event later than thirty (30) calendar days after the effective date of this Agreement. Students enrolled at the time of implementation will be provided with notice in the appropriate language that the Student Handbook has been revised and will be provided with a copy or access to a copy on request.
- F. Respondents will provide confirmation of compliance by providing Petitioners’ counsel with a copy of all revised forms, the Student/Parent Handbook, and the notice sent to parents/students no later than forty (40) calendar days after effective date of this Agreement.
3. Respondents agree to amend the KCSOS website, to include the following:
- A. On the Community School Page (<http://kern.org/kcclc/community-school>), add the following under the opening paragraph and before the description of each Community School site:

Enrollment in a Community School is restricted to the following groups of students:

1) Expelled students, including students who are temporarily enrolling because they have been recommended for expulsion and are awaiting an expulsion hearing.

2) Students who are recommended by a school attendance review board (SARB). A SARB referral is authorized if the Community School has space available, the Community school meets the educational needs of the student, and the parent, guardian, or responsible adult of the student has not expressly objected to the referral based on one or more of the following reasons: 1) reasonable concerns related to the pupil’s safety; 2) geographic accessibility; 3) inability to transport; 4) the school does not meet the pupil’s educational needs. If there is an objection, the district of residence may either address the express objection or find an alternative placement in another comprehensive or continuation school within the school district. If the school district has offered the pupil all other options, the school district may refer the pupil to the county community school.

3) Students whose parents have requested enrollment and have received district approval. Voluntary enrollment may not occur unless space is available and the district determines that enrollment in the Community School will promote the educational interests of the student. Additionally, parent, guardian, or responsible adult of a student voluntarily enrolled may rescind the request for the placement, and the student is entitled to immediate reenrollment in their district of residence.

4) Students who are referred by the probation department pursuant to WIC 601, 602, or 654

5) Students who are on probation or parole and not in attendance in any school

Except when necessary for safety considerations, students who are eligible to enroll in the Community School may enroll at any of the following Community School sites where space is available.

B. On the Parent Resources Page (<http://kern.org/kcclc/parent-resources>), add the following:

1) At the top of the page, before the document links:

Community School is a year-round public school program operated by the Kern County Superintendent of Schools Office. Since 1987, Community School has worked closely with other school districts, the probation department, and the courts of Kern County. The program takes an individual approach to helping students by encouraging their academic, personal, and social growth. The program serves students in grades K-12 who are referred by their district of residence or another agency. Students may enroll into Community School and at certain times may transfer back to the district during the school year. For example, students referred after expulsion have the right to apply for reenrollment in their district of residence at the end of the expulsion term (or immediately if their expulsion is overturned by the County Board of Education on appeal). Students who voluntarily enroll may return to their district of residence at any time. SARB-referred students have the right to return their prior district of residence at the end of the semester following the semester when the acts leading to referral occurred. For more information about our Community School, click **here** [link to <http://kern.org/kcclc/community-school>]

Juvenile Court School is operated by the Kern County Superintendent of Schools Office on a year-round, open-

entry/open-exit basis and has been providing education to incarcerated youth since 1972. Court School is designed to offer a quality educational program to students who otherwise would not receive an education. All Kern County Juvenile Court School students are either wards or dependents of the court. The residential programs include Central School, Erwin Owen High School, Redwood High School, and Jamison Center School. Bridges Academy is operated as a nonresidential Court School programs. For more information about our Community School, click **here** [link to <http://kern.org/kcclc/court-school>]

Transportation to and from school is the responsibility of the student/parent, except when transportation provided by the school district of residence is required by law (for example, when it is determined transportation is necessary for a student with disabilities to access his/her education; homeless students choosing to attend their school of origin). Information regarding transportation options can be found **here** [link to <http://kerntransit.org>] and **here** [link to commutekern.org].

- 2) Links to the Following Documents:
 - a) Student/Parent Handbook
 - b) Community School Referral/Recommendation Form
 - c) Individualized Review and Certification for Community School Enrollment
 - d) Method of Instruction Form
 - e) Individual Learning Plan
 - f) School Report Card
 - g) Orientation videos for each community school site
 - h) Photo/Video Release
 - i) Consent and Authorization to Release and Exchange Information
 - j) Alternative Education Dress Code
 - k) Emergency Data Card
 - l) Independent Study Master Agreement
 - m) Online Study Description and Course Offerings List

n) Countywide Plan for Expelled Students

- C. All revisions to the Websites provided for in this section shall be implemented as soon as practicable, and in no event later than thirty (30) calendar days after the effective date of this Agreement.
4. Respondents will provide training and information to specified KCOE staff and to school districts in Kern County, as follows:
- A. Respondents will provide training to enrollment staff at KCOE school sites regarding the Education Code enrollment authorizations and the enrollment process. This training will be completed within sixty (60) calendar days after the effective date of this Agreement.
- B. Respondents will create a handbook for Kern County school districts regarding referrals to KCOE Community School, and will offer training to districts regarding Community School referrals and the provisions of the countywide plan for expelled students, as follows:
- 1) The handbook will be completed within forty (40) calendar days after the effective date of this Agreement, and will be distributed to districts immediately thereafter. A draft of the handbook will be provided to counsel for Petitioners at least seven (7) school days before it is distributed to districts, and counsel may provide input on the draft at least three (3) school days before it is distributed. A copy of the completed handbook will be provided to Petitioners counsel within three (3) school days after it is distributed to school districts.
 - 2) Training for district staff will be offered on at least two (2) dates each occurring within twenty (20) school days after the handbook is distributed to school districts.
- C. Respondents will provide confirmation of compliance with the training referenced in Section 4(A) and 4(B)(2) within five (5) school days after completion of the tasks, including the dates of the training, the number of participants at each training, and a copy of the materials provided to participants.
5. After the effective date of this Agreement, at any Community School site where there is no traditional classroom instruction option at the site (currently Lake Isabella and West Kern), Respondents will:
- A. Advise parents and students, at the time enrollment, that instruction at the site is limited to independent study and online learning and advise them that they may request enrollment at a different site that provides a traditional classroom setting. Nothing in this provision is meant to suggest that Respondents have any obligation to provide transportation to a different site above what it is already required by law.

- B. Offer an online classroom option for all core content areas and A-G courses that meets state attendance/seat time requirements to qualify as a 100% classroom instruction option. This does not preclude students from voluntarily enrolling in an independent study program that includes one or more online courses, after KCOE staff deems it the most appropriate method of instruction for reinforcing or reestablishing educational development.
 - C. Provide a description of Online Classroom Instruction and a link on the Community Schools Website and the applicable school websites (currently Lake Isabella and West Kern) to a listing of available Online courses.
6. After the effective date of this Agreement, Respondents will collect and review student data, as follows:
- A. Respondents will collect the following data with a demographic breakdown for internal use and review at the end of each semester:
 - 1) Independent study enrollment by site and course including data that must be collected pursuant to 5 C.C.R. § 11703(b)(2);
 - 2) Online course enrollment data by site and course;
 - 3) Enrollment by site and course;
 - 4) Course completion and credits awarded by site and course;
 - 5) Community school referral data by sending school district and Educ. Code § 1981 criteria.
 - B. For purposes of this section, demographic data includes race, ethnicity, sex, socioeconomic status, disability, and English language proficiency.
 - C. The data collected pursuant to Section 6(A) will be reviewed by Respondents as follows:
 - 1) On an annual basis in conjunction with the development or update of the KCSOS Local Control Accountability Plan (LCAP), to address the statewide purposes and local priorities identified in Education Code §§ 52059.5(b) and 52066(d); and
 - 2) Triennially in connection with the development of the county-wide plan to provide services to expelled pupils pursuant to Education Code § 48926.
 - D. Petitioners' counsel will be provided with a copy of the data collected pursuant to Section 6(A), upon request, for the 2018-19 school year and for the first semester of the 2019-20 school year. Nothing in this agreement is intended to require that the Respondents disclose information to Petitioners or others if such disclosure is prohibited by federal law (FERPA) or by the provisions of the California

Education Code. In the event that producing a report to Petitioners under this paragraph is construed to risk disclosure prohibited by law, a report of aggregated data, without demographic breakdown will be provided.

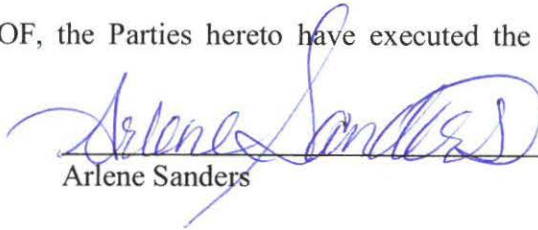
7. For a one (1) year period following the effective date of this Agreement Respondents will offer and, if requested, provide services described in this section to individuals who allege in this litigation that they enrolled in a KCOE community school or were referred to KCOE by the Kern High School District. These individuals are: Plaintiffs Gabriel Elder, Carmen Ramirez, and Robert Robles; Antonio M. (child of Plaintiffs Virginia Melchor and Juan Moran); and Kenton M. (child of Plaintiffs Arlene Sanders). The services provided to these individuals, on request, will be access to two (2) career counseling sessions by KCOE staff, at the KCSOS Office or after school hours at a KCOE community school site, and online career development instructional courses offered by KCOE through Odysseyware.
8. It is understood and agreed that this Agreement is a compromise of disputed claims which are and will remain disputed, and that nothing in this Agreement shall be construed as an admission by KCOE or KCSOS of wrongdoing, non-compliance with laws or regulations, or liability.
9. No public statements will be made by any party or representative of any party, including but not limited to counsel for any party, that is inconsistent with section 8, above. Additionally, the parties agree to prepare and distribute the attached (**Exhibit B**), joint press release upon effective date of this Agreement.
10. All Petitioners agree to accept said terms and conditions in this Agreement in full settlement and compromise of the issues, claims and allegations in the Action, and agree that same shall fully and forever discharge and release all claims and causes of action, appeal rights, or remedies, whether now known or now unknown, which Petitioners have, or might have or could have asserted, against the Respondents, their officials, employees, representatives or agents, in the Action, arising out of the incidents which are the subject thereof, including but not limited to alleged claims and violations under the United States Constitution, California Constitution, 42 U.S.C. § 1983, Government Code § 11135 *et seq.*, Title VI of the 1964 Civil Rights Act (42 U.S.C., § 2000(d) *et seq.*), 34 C.F.R. § 100.1 *et seq.*, Code of Civil Procedure § 526a, any provision of the California Education Code or of the California Code of Regulations, and the requested relief in relation to same, including but not limited to equitable relief, injunctive relief, declaratory relief, writ relief, restitution, disgorgement, damages, attorneys' fees and costs. Petitioners expressly acknowledge that this release is intended to include in its effect, without limitation, all claims in this Action that they do not know or suspect to exist in their favor and that this release contemplates the extinguishment of all such claims and causes of action that are or could be addressed in the Action.
11. Each Party to this Agreement shall bear all of its/his/her own attorneys' fees, costs, and expenses relating to the lawsuit, including attorneys' fees, costs, and expenses incurred to enforce the Agreement as specified in section 18.

12. Each Party to this Agreement acknowledges and agrees that he/she/it has been represented by independent legal counsel of their own choice throughout the negotiation of this Agreement, and that he/she/it are/is executing this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such counsel.
13. Each Party affirms and acknowledges that she/he/it has read, fully appreciates, and understands the words, terms, and provisions of this Agreement, is entirely satisfied with the settlement described, and has duly executed this Agreement voluntarily and of her/his/its full free will and accord.
14. The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold each other harmless against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.
15. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
16. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purpose of this Agreement.
17. This Agreement shall be governed by and interpreted under the laws of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.
18. Jurisdiction and venue for enforcement of the terms of the Agreement will be in the Kern County Superior Court. In the event of disputes regarding compliance with the Agreement, the Parties will meet and confer in good faith, for a minimum of thirty (30) calendar days, before an enforcement action is filed.
19. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
20. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
21. This Agreement is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.
22. This Agreement constitutes the entire agreement between Petitioners and Respondents. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

- 23. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.
- 24. This Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signed copies and facsimile versions of this Agreement shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as dated below:

Dated: 12-12-18



Arlene Sanders

Dated: _____

Ruby Watson

Dated: _____

Patricia Crawford

Dated: _____

Keschel Collins

Dated: _____

Katina Franks

Dated: _____

Mario Ramirez

Dated: _____

Juan Moran

Dated: _____

Virginia Melchor

Dated: _____

Marbella Ojeda

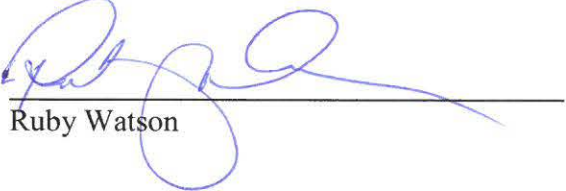
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IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as dated below:

Dated: _____

Arlene Sanders

Dated: 12/17/18



Ruby Watson

Dated: _____

Patricia Crawford

Dated: _____

Keschel Collins

Dated: _____

Katina Franks

Dated: _____

Mario Ramirez

Dated: _____

Juan Moran

Dated: _____

Virginia Melchor

Dated: _____

Marbella Ojeda

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IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as dated below:

Dated: _____
Arlene Sanders

Dated: _____
Ruby Watson

Dated: 12/14/18

Patricia Crawford

Dated: _____
Keschel Collins

Dated: _____
Katina Franks

Dated: _____
Mario Ramirez

Dated: _____
Juan Moran

Dated: _____
Virginia Melchor

Dated: _____
Marbella Ojeda

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IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as dated below:

Dated: _____
Arlene Sanders

Dated: _____
Ruby Watson

Dated: _____
Patricia Crawford

Dated: 12/07/18

Keschel Collins

Dated: _____
Katina Franks

Dated: _____
Mario Ramirez

Dated: _____
Juan Moran

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Virginia Melchor

Dated: _____
Marbella Ojeda

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IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as dated below:

Dated: _____
Arlene Sanders

Dated: _____
Ruby Watson

Dated: _____
Patricia Crawford

Dated: _____
Keschel Collins

Dated: 1/28/19

Katina Franks

Dated: _____
Mario Ramirez

Dated: _____
Juan Moran

Dated: _____
Virginia Melchor

Dated: _____
Marbella Ojeda



- 23. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.
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Dated: _____
Arlene Sanders

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Ruby Watson

Dated: _____
Patricia Crawford

Dated: _____
Keschel Collins

Dated: _____
Katina Franks

Dated: 2-13-19

Mario Ramirez

Dated: _____
Juan Moran

Dated: _____
Virginia Melchor

Dated: _____
Marbella Ojeda

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Patricia Crawford

Dated: _____
Keschel Collins

Dated: _____
Katina Franks

Dated: _____
Mario Ramirez

Dated: _____
Juan Moran

Dated: _____
Virginia Melchor

Dated: _____
Marbella Ojeda

Dated: 2/11/19 *+ Marbella Ojeda*

Dated: 2.4.19

Maria Gallardo

Maria Gallardo

Isidro Larralde

Dated: _____

Gabriel Elder

Dated: _____

Carmen Ramirez

Dated: _____

Catherine Robles

Dated: _____

Robert Robles

Dated: _____

Lori de Leon

Dated: _____

Dolores Huerta Foundation ("DHF")

Dated :

The National Brotherhood Association ("NBA")

Dated: _____

Faith in Action Kern County, aka Faith in the Valley

("FIV")

Dated: _____

Mary Barlow, in her capacity as Kern County Superintendent of Schools ("KCSOS")

Dated: _____

Kern County Office of Education ("KCOE")

Dated: _____

Maria Gallardo

Dated: _____

Isidro Larralde

Dated: 12/11/2018



Gabriel Elder

Dated: _____

Carmen Ramirez

Dated: _____

Catherine Robles

Dated: _____

Robert Robles

Dated: _____

Lori de Leon

Dated: _____

Dolores Huerta Foundation ("DHF")

Dated : _____

The National Brotherhood Association ("NBA")

Dated: _____

Faith in Action Kern County, aka Faith in the Valley
("FIV")

Dated: _____

Maria Gallardo

Dated: _____

Isidro Larralde

Dated: _____

Gabriel Elder

Dated: 2-13-19

Carmen Ramirez
Carmen Ramirez

Dated: _____

Catherine Robles

Dated: _____

Robert Robles

Dated: _____

Lori de Leon

Dated: _____

Dolores Huerta Foundation ("DHF")

Dated : _____

The National Brotherhood Association ("NBA")

Dated: _____

Faith in Action Kern County, aka Faith in the Valley
("FIV")

Dated: _____

Maria Gallardo

Dated: _____

Isidro Larralde

Dated: _____

Gabriel Elder

Dated: _____

Carmen Ramirez

Dated: 12-10-18

Catherine Robles

Catherine Robles



Dated: 12-10-18

Robert Robles

Robert Robles

Dated: _____

Lori de Leon

Dated: _____

Dolores Huerta Foundation ("DHF")

Dated : _____

The National Brotherhood Association ("NBA")

Dated: _____

Faith in Action Kern County, aka Faith in the Valley
("FIV")

Maria Gallardo

Dated: _____

Isidro Larralde

Dated: _____

Gabriel Elder

Dated: _____

Carmen Ramirez

Dated: _____

Catherine Robles

Dated: _____

Robert Robles

Dated: _____

Lori de León

Dated: 12/19/18

Lori de León

Dolores Huerta Foundation ("DHF")

Dated :

12/19/18

Dolores@Huerta

The National Brotherhood Association ("NBA")

Dated: _____

Faith in Action Kern County, aka Faith in the Valley

("FIV")

Dated: _____

Mary Barlow, in her capacity as Kern County Superintendent of Schools ("KCSOS")

Dated: _____

Kern County Office of Education ("KCOE")

Dated: _____
_____ Maria Gallardo

Dated: _____
_____ Isidro Larralde

Dated: _____
_____ Gabriel Elder

Dated: _____
_____ Carmen Ramirez

Dated: _____
_____ Catherine Robles

Dated: _____
_____ Robert Robles

Dated: _____
_____ Lori de Leon

Dated: _____
_____ Dolores Huerta Foundation ("DHF")

Dated : _____

_____ The National Brotherhood Association ("NBA")

Dated: _____
_____ Faith in Action Kern County, aka Faith in the Valley ("FIV")

Dated: _____

Maria Gallardo

Dated: _____

Isidro Larralde

Dated: _____

Gabriel Elder

Dated: _____

Carmen Ramirez

Dated: _____

Catherine Robles

Dated: _____

Robert Robles

Dated: _____

Lori de Leon

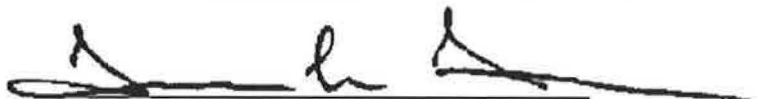
Dated: _____

Dolores Huerta Foundation ("DHF")

Dated : _____

The National Brotherhood Association ("NBA")

Dated: December 17, 2018



Faith in Action Kern County, aka Faith in the Valley
("FIV")

Maria Gallardo

Dated: _____

Isidro Larralde

Dated: _____

Gabriel Elder

Dated: _____

Carmen Ramirez

Dated: _____

Catherine Robles

Dated: _____

Robert Robles

Dated: _____

Lori de León

Dated: 12/19/18

Lori de León

12/19/18

Dolores Huerta Foundation ("DHF")
Dolores Huerta

Dated :

The National Brotherhood Association ("NBA")

Dated: _____

Faith in Action Kern County, aka Faith in the Valley

("FIV")

Dated: 5/1/2019

Mary Barlow

Mary Barlow, in her capacity as Kern County
Superintendent of Schools ("KCSOS")

Dated: 5/1/2019

Mary Barlow
Kern County Office of Education ("KCOE")

EXHIBIT A — Existing Forms and Handbook

Community School Referral/Recommendation Form

COMMUNITY SCHOOL REFERRAL/RECOMMENDATION
(Forms available at kcclc.org)

STUDENT INFORMATION

SSID# _____

_____	_____	_____	_____
Name	Age	Grade	Date of Birth
_____		_____	_____
Residence Address		City/Zip	Telephone
<input type="checkbox"/> PARENT	Name(s) _____	Other Phone _____	
Or			
<input type="checkbox"/> LEGAL GUARDIAN	Address _____		

EDUCATIONAL BACKGROUND INFORMATION

LAST SCHOOL(S) ATTENDED: _____ Grades in progress? No Yes If yes, term: Fall Spring

Is the student being referred as a result of the recommendation by a school attendance review board? No Yes

If yes, have all the provisions of Ed Code 1981(b) been satisfactorily met? No Yes

Drop Date for Last School Attended: _____ Eligible to Enroll in Community School On: _____

Date Eligible to return to District of Residence: _____

ATTENDANCE (Required): Please rate the student's attendance over the past six months (other than court schools):

Good Satisfactory Poor Has there been a recent period of non-attendance? No Yes If yes, how long? _____ days/months.

BEHAVIOR (Required): Please rate the student's school behavior over the past six months: Good Satisfactory Poor

Recent suspensions? No Yes How many _____ Total days _____ What was the most serious offense during the past 12 months? _____

EXPULSION ACTIONS (Required): Expelled? No Yes Period of Expulsion _____ through _____

Expulsion hearing pending? No Yes Alternative to Expulsion? No Yes

Ed Code Violation(s) Ed Code 48900 _____ Ed Code 48915 _____

Rehabilitation Plan Conditions: _____

SPECIAL INSTRUCTIONS FOR COURSE OF STUDY: _____

SPECIAL EDUCATION SERVICES? No Yes **504 PLAN?** No Yes **Current IEP/504 Plan must be attached to this referral.**

ENGLISH LEARNER (ELD)? No Yes Proficiency Level: _____ Primary Language Test: _____

GENERAL BACKGROUND INFORMATION

PROBATION: Is the student on probation at the present time? No Yes-Probation Officer Name: _____

Does the student have a court date pending? No Yes-Date attending court: _____

REFERRAL SOURCE/PLEASE FILL OUT COMPLETELY

1. Fax front to the Kern County Superintendent of Schools Office, Student Services at (661) 636-4127.
2. Give original to parent or guardian to be taken to Community School for enrollment.

FROM _____

_____	_____	_____
Print Referrer Name	Agency/School/District	
_____	_____	_____
Title	Telephone Number	Date of Referral

***Please notify community school immediately upon issuing this recommendation.**

Student and parent or legal guardian signatures authorize the Community School to share student performance information with the above mentioned related agencies. This form should be accompanied by a photocopy of immunization records and a transcript (high school students). If the student has an IEP or 504 Plan those documents must be attached to this referral. The signatures listed below represent a formal request to have the above named student referred to and enrolled in a Community School program. Transportation to and from school is the responsibility of the student/parent.

_____ Referrer's Signature (School)

_____ Referrer's Signature (Probation)

Student Signature

Parent/Legal Guardian Signature

Kelly F. Blanton Student Education Center

CLC-TECH

300 E. Truxtun Ave., Ste. A, Bakersfield, CA 93305
(661) 852-5600 • FAX (661) 852-5696

KELLY F. BLANTON ACADEMY

330 E. Truxtun Ave., Bakersfield, CA 93305
(661) 852-5700 • FAX (661) 852-5795

Community Learning Center (CLC)

222 34th St., Bakersfield, CA 93301
(661) 852-5500 • FAX (661) 324-0922

Community Learning Center Elementary

222 34th St., Bakersfield, CA 93301
(661) 852-5500 • FAX (661) 324-0922

Sillect Community School

3600 N. Sillect Ave., Bakersfield, CA 93308
(661) 327-8600 • FAX (661) 327-7276

East Kern Community School

3200 Pat Ave., Mojave, CA 93501
(661) 824-3111 • FAX (661) 824-3122

Lake Isabella Community School

6504 Lake Isabella Blvd., Ste. B, Lake Isabella, CA 93240
(760) 379-1020 • FAX (760) 379-1021

North Kern Community School

1915 Cecil Ave., Delano, CA 93215
(661) 721-2130 • FAX (661) 721-8618

West Kern Community School

301 North St., Taft, CA 93268
(661) 763-3612 • FAX (661) 763-3648

Special Education & Support Services

301 E. 18th St., Bakersfield, CA 93305
(661) 852-5712 • FAX (661) 852-5711

**Individualized Review and Certification for Community School
Enrollment Form**

INDIVIDUALIZED REVIEW AND CERTIFICATION FOR COMMUNITY SCHOOL ENROLLMENT

It is the policy of the Kern County Superintendent of Schools Office to have all students reviewed for appropriateness of enrollment in Kern County's community school programs. In addition to this local enrollment policy, the California Education Code identifies additional review and certification requirements for some students enrolled pursuant to Subdivision (c) of Section 1981. This Individualized Review and Certification for Community School Enrollment form is designed to satisfy both local requirements and state level requirements associated with California Education Code Sections 1981 and 42238.18.

Student Name _____ Date of Birth _____

California Education Code Section 1981 identifies four classifications of students who are eligible for community school enrollment. The above named student qualifies for community school enrollment based on the following classification:

- E.C. 1981 (a) School District Expulsion
- E.C. 1981 (b) School Attendance Review Board
- E.C. 1981 (c) Probation Referred or Serious Expulsion
- E.C. 1981 (d) Parent Request / District Approval

A preliminary review was completed on the above named student. This included a review of the student's 1) current conditions, 2) attendance, behavior and performance history, and 3) a personal orientation with the student and parent/guardian. Based on that review, it has been determined that enrollment in the community school program is appropriate and in the student's best interest.

Community School Representative

In addition to the local review requirements, the following state level certification requirements must also be documented:

California Education Code Section 1981(d)

If the above named student was enrolled in the community/charter school program pursuant to Education Code Section 1981(d), were the district of residence approval requirements established by California Education Code satisfied?

Yes No

District Official

Community School Representative

California Education Code Section 1981(c)

If the above named student was enrolled in the community school program pursuant to Education Code Section 1981(c), the student must 1) be expelled for an offense identified in Education Code Section 48915(c), or 2) be probation referred, have an assigned probation officer and, if applicable, have undergone an individualized review consistent with the requirements of Education Code Section 42238.18(c).

Was the above named student expelled from the school district for one of the offenses identified in California Education Code Section 48915(c)?

Yes No

Community School Representative

If the above named student was probation referred pursuant to Welfare and Institutions Code Sections 601, 602 or 654, identify the specific program of supervision period, if applicable, and probation officer assigned to work with the student:

Specific Program of Supervision ___/___/___ to ___/___/___ Assigned Probation Officer _____

If the above named student was probation referred pursuant to Welfare and Institutions Code Sections 601 or 654, an individualized review and certification must be completed by representatives of the court, county office of education, probation department and district of residence. The above named student was reviewed and certified by the below listed agencies:

<u>Representative</u>	<u>Authorized Signature</u>	<u>Ref. Rec.</u>	<u>Screen</u>
Court /Probation	_____	<input type="checkbox"/>	<input type="checkbox"/>
County Office of Education	_____	<input type="checkbox"/>	<input type="checkbox"/>
District of Residence	_____	<input type="checkbox"/>	<input type="checkbox"/>

Parent/Legal Guardian _____ Student _____

Method of Instruction Form

Office of Mary C. Barlow
Kern County Superintendent of Schools
Advocates for Children

METHOD OF INSTRUCTION

Please check the box of the instructional method in which you are electing to enroll your child. Below is a description of each instructional strategy and the time commitments associated with each.

Classroom Instruction

- Monday - Friday
- 270 Instructional Minutes/Day
- Direct Instruction in All Content Areas
- Whole Class Instruction

Independent Study

- Individualized Schedule
- Minimum of 270 Instructional Minutes/Week
- Direct Instruction in Math and ELA
- Individual Support in All Other Content Areas
- Small Group Instruction

I acknowledge that I have been informed of the instructional strategies available to my child and that I may request a change of instructional method at any time.

Student Name

Date

Parent/Guardian Signature

Oficina de Mary C. Barlow
Superintendente de Escuelas del Condado de Kern
Abogando por los Niños

MÉTODO DE INSTRUCCIÓN

Marque la caja del método de instrucción en el que va a elegir a inscribir a su hijo. A continuación se muestra una descripción de cada estrategia de enseñanza y los compromisos de tiempo asociados con cada uno.

Instrucción de Clase

- LUNES a VIERNES
- 270 Minutos de Instrucción/día
- Instrucción directa en todas las materias
- Instrucción de Clase en total

Estudio Independiente

- Horario Individualizado
- Un mínimo de 270 minutos de Instrucción/Semana
- Instrucción Directa en Matemáticas y ELA
- Apoyo individual en todas las otras áreas de contenido
- Instrucción en grupos pequeños

Reconozco que he sido informado de las estrategias de instrucción disponibles para mi hijo y que puedo solicitar un cambio de método de enseñanza en cualquier momento.

Nombre del estudiante

Fecha

Pinna del Padre/Guardián

Student/Parent Handbook

**KERN COUNTY
COMMUNITY SCHOOLS**

***Student/Parent
Handbook***

Revised 2017

Office of Mary C. Barlow
Kern County Superintendent of Schools
1300 17th Street - CITY CENTRE
Bakersfield, CA 93301-4533
Advocates for Children

Teacher Name

Telephone

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Introduction

Community School is a year-round public school program operated by the Kern County Superintendent of Schools Office. Since 1987, Community School has worked closely with other school districts, the probation department, and the courts of Kern County. The program takes an individual approach to helping students by encouraging their academic, personal, and social growth. The program serves students in grades K-12 who are referred by their district of residence or another agency. Students may enroll into Community School and at certain times may transfer back to the district during the school year.

BLANTON STUDENT EDUCATION CENTER

Blanton Student Education Center is the largest campus in the greater Bakersfield area providing classroom instruction and independent study for grades K-12. It houses three different instructional programs, as well as the Alternative Education Special Education program and Support Services. Childcare and parenting skills are offered through Cal-Safe for those eligible pregnant and parenting teens enrolled in Community School.

COMMUNITY LEARNING CENTER

Community Learning Center is located in the greater Bakersfield area and serves students in grades K-12 all throughout Bakersfield and outlying areas. Daily classroom instruction is provided for students in grades K-8 and an independent study program is provided for students in grades K-12.

EAST KERN COMMUNITY SCHOOL

East Kern Community School is located about 60 miles east of Bakersfield in Mojave. This site provides a classroom program for students in grades 7-12 and an independent study program for grades K-12.

LAKE ISABELLA COMMUNITY SCHOOL

Lake Isabella Community School is located about 40 miles northeast of Bakersfield in Lake Isabella. This site provides an independent study program for grades K-12.

NORTH KERN COMMUNITY SCHOOL

North Kern Community School is located about 34 miles north of Bakersfield in Delano. Instructional services provided include classroom instruction for grades 7-12 and an independent study program for grades K-12.

SILLECT COMMUNITY SCHOOL

Sillect Community School is located in the greater Bakersfield serving students from Southwest and Northwest Bakersfield. Sillect offers classroom and independent study services for grades 7-12.

WEST KERN COMMUNITY SCHOOL

West Kern Community School is located about 40 miles west of Bakersfield in Taft. This site provides independent study for grades K-12.

Eligible Pupils

Enrollment in a Community School is restricted to the following groups of students:

- 1) Expelled students
- 2) Students who are recommended by a school attendance review board
- 3) Students whose parents have requested enrollment and have received district approval
- 4) Students who are referred by the probation department pursuant to WIC 601, 602, 654, or 300
- 5) Students who are on probation or parole and not in attendance in any school

Mission Statement

The mission of Alternative Education is to meet the unique educational, social, and emotional needs of our diverse student population in a safe and nurturing environment to encourage students to develop an enthusiasm for life-long learning and pursue post-high school opportunities.

Vision Statement

We empower students to develop skills necessary for success in a 21st century global society. The Alternative Education program focuses on developing the “whole student,” by emphasizing transferrable skills leading to academic success and productive citizenship.

Alternative Education Philosophy

The philosophy of Alternative Education is to keep students in the public education system during periods when they experience difficulties that could lead to dropping out of school. The academic program is tailored to meet individual needs and intended to provide the foundation for educational success. Seven program sites make the benefits of Alternative Education available to students throughout the county, regardless of geographic location.

Individual Learning Plan

At the time of enrollment, a credit evaluation is done on all high school students. An Individual Learning Plan is developed to ensure the student is enrolled in the courses needed to keep him or her on track for graduation. Periodic reviews are done to ensure that Community School remains the best educational choice and to determine an appropriate time for a transfer back into a district program. Special education and other concerns are discussed at this time.

WASC Accreditation

Kern County Community School is accredited through the Accrediting Commission for Schools. The objectives of the Western Association of Schools and Colleges (WASC) are to foster excellence in elementary and secondary education, encourage school improvement through a continuous self-study, and assure the public that the accredited school has a clearly defined purpose and school-wide learning expectations.

Educational Program _____

The diversity of the program and the commitment to meet the needs of all students is evident with the availability of multiple instructional strategies. Upon enrollment, students and parents are informed of the different strategies designed specifically for student success. The appropriate choice is, therefore, a mutual decision based upon what is most beneficial to each student. Either classroom instruction or independent study may be beneficial, depending on the individual circumstance.

Community School offers all subjects required for junior or senior high school graduation and offers these subjects at various ability levels. This approach allows the teacher and student to focus on specific areas at the student's own pace and at a level in which the student can succeed.

Students are assigned a home teacher who assigns coursework as designed in the Individual Learning Plan.

Classroom Instruction

Classroom instruction is designed for those who need the structure of a traditional classroom setting, and who will be able to attend daily. Small class size, along with instructional support, ensures that students receive the attention needed for academic success. The program offers a variety of subjects at the student's ability level. Students' academic needs are determined at the time of enrollment.

Daily attendance, academic progress and appropriate behavior are required of students in the classroom setting. School schedules vary by site. A daily school meal is offered to students.

Independent Study

Independent study can be an option for students who cannot attend daily classroom instruction. Although most of the coursework is done by the student on his or her own, it is very important that the student meet with their teacher as often as needed to check progress.

Independent study can have many advantages for students who:

- need one-on-one instruction
- live in remote areas and have transportation problems
- are parents
- work full-time

Policies

Non Discrimination/Harassment Policy

The Kern County Superintendent of Schools Office prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, marital or parental status or association with a person or a group with one or more of these actual or perceived characteristics.

Sexual Harassment Policy

The Kern County Superintendent of Schools is committed to maintaining a safe school environment that is free from harassment and discrimina-

tion. The superintendent prohibits sexual harassment of students at school, school-sponsored or school-related activities. The superintendent also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

Complaint Procedures

The following position is designated coordinator for nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Associate Superintendent
Kern County Superintendent of Schools
1300 17th Street-CITY CENTRE Bakersfield, CA 93301-4533
Telephone (661) 636-4630 • FAX (661) 636-4127

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the coordinator or another staff member. In addition, any student who observes any such incident should report the incident to the coordinator or another staff member, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the coordinator or his/her immediate supervisor, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the Uniform Complaint Procedures in AR 4100.

The superintendent or designee shall ensure that the student handbook clearly describes the office's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The office's policy shall also be posted in any other location that is easily accessible to students.

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Attendance Policy

Students enrolled in the Community School classroom program are required to attend school daily. The only way to earn a successful “school day” is by:

- Attending school on time.
- Performing satisfactory in each class.
- Having appropriate behavior in each class.

Excused absences – a student may be excused from school for the following reasons only:

- Doctor, dental, chiropractic, optometrist appointments
(classroom students)
- Funeral services (immediate family members only)
- Quarantine
- Illness or Injury
- Court Appearances
- Justifiable personal reason

If a student is going to be out of school for one of the excused absences listed above, a parent or guardian must call the school by 8:00 a.m. that day. Phone calls from students will not be accepted.

Unexcused Absences – students should not have any unexcused absences. Parents will be notified of any unexcused absences. Probation and other agencies, as applicable, will also be notified. A *step process* to bring about improvement will be implemented.

Tardiness – Students are expected to be at school on time. It is the responsibility of the parent or guardian to see that the student arrives at school on time daily.

To help students avoid tardiness, please see that your child is at school on time each morning, whether he or she rides the bus, rides with a friend, walks to school, or you drop him or her off.

NOTE: If you are receiving funds from the Department of Human Services for your child, it is imperative that he or she attends school every day. The guidelines state that a student must maintain an attendance rate of 90% or better each month. The Department will be notified of any student whose attendance drops below 90% in any given month, and the Department will respond accordingly.

Behavior Policy

If a student breaks a classroom rule, policy will be followed according to the school site behavioral policies in attempt to correct the behavior.

After a classroom student receives a third behavioral step, the parent/guardian, along with the student have the option of scheduling a meeting with the site administrator to discuss possible solutions, alternatives, and goals before the student returns to the classroom. If the student is allowed to return to the classroom, he/she may be dropped from the program or transferred to another Community School site if any additional infractions occur.

The classroom student can work off a behavioral step if he or she demonstrates improved behavior for a minimum of 10 consecutive days.

Performance Policy

Students enrolled in the Community School educational program are expected to achieve at least 70% accuracy on their school work. Anything below 70% on any assignment is considered unacceptable, and the student will be required to bring the assignment up to acceptable standards. Parents of classroom students will be notified with a progress report if the student is earning less than 70% in their classes. Credits of classroom students can be adjusted according to their performance. High school students will earn credits toward graduation requirements while enrolled in the program, and these credits are transferrable to their public schools of residence as long as their performance is 70% or better.

Students may be asked to remain after regular school hours to make-up class work that has been missed due to 1) irregular attendance, 2) refusal to do the assigned work during the regular class time, 3) failing grades, 4) being tardy to school, 5) behavioral problems, and/or 6) as a specific subject area need determined by the subject area teacher. In addition, students may not earn full credit in some classes if identified problems are not remedied. Parents will be notified so that appropriate transportation can be arranged.

Step Process–Attendance/Performance/Behavior

The step process is designed to alert parents, students and probation when a problem arises at school. It is an “early warning signal” that improvement is needed. The “Step Process” involves three steps.

Step #1:

Independent Study: Step 1 indicates that the student is not making satisfactory progress, and/or missed scheduled appointments.

Classroom: Step 1 indicates that the student has two unexcused absences in a 10 day period, three unexcused tardies in a two week period or behavioral issues such as defiance, or a major rule infraction. The teacher will follow up with a phone call and a notification letter will be mailed to the parent and probation officer, if applicable.

Step #2:

Independent Study: Step 2 indicates continued unsatisfactory progress, attendance/performance and/or behavior.

Classroom: Step 2 indicates that the student has two unexcused absences, three unexcused tardies in a two week period or behavioral issues such as defiance, or a major rule infraction. Again the teacher will follow up with a repeated phone call and a notification letter.

Step #3:

Independent Study: Step 3 indicates serious unsatisfactory progress.

Classroom: Step 3 indicates that the student has two unexcused absences, three unexcused tardies in a two week period or serious behavioral issues. Either will follow up with a phone call from the teacher and a notification letter to the parent and probation officer, if applicable. Students on Step 3 may be dropped or transferred from the program unless satisfactory attendance, performance, and/or behavior are resumed immediately. Strategies to improve performance, attendance, and/or behavior will be discussed with the parent at this time.

Independent study students may remove steps if the student resumes regular attendance, performance improves, and/or completes additional work in a 3-week period.

Drop: Once a student has reached Step 3 and student/parent attend or waive the 3rd step conference for attendance, performance, and/or behavior, he or she must show improvement or the student may be dropped from the program or given the option to transfer to another alternative education setting.

Students who are dropped from our program for poor attendance, performance and/or behavior may be re-enrolled under certain circumstances.

Expected School-Wide Learning Results
Inspiring Today's Learners for Tomorrow's World

School-wide Learner Outcomes

1. Effective communicators who...
 - analyze and synthesize information in order to effectively communicate findings
 - collaborate with peers to develop solutions for real-world challenges
 - demonstrate effective and appropriate interpersonal skills in a variety of settings
 - utilize technology proficiently in a 21st century culture

2. Invested learners who...
 - actively work toward academic improvement and achievement leading to graduation
 - take responsibility for their own academic success
 - pursue college and career readiness opportunities

3. Responsible citizens who...
 - make positive contributions to their families, communities, and society
 - understand the importance of making healthy choices to promote personal well-being
 - get along with peers and respect the ideas and cultural diversity of others
 - know how to access appropriate resources when needed

Student Promotion and Retention

Students can be promoted to the next grade level if they have completed the grade level requirements from their district of residence. These grade level requirements vary by district. Community School will communicate with individual districts to determine each district's promotion and retention requirements and work to provide an education that will enable the student to achieve promotion.

Discipline Code

The Board of Trustees, in support of public education, believes that the conduct of students attending court and community schools must establish a climate conducive to the furtherance of educational opportunities for all students. To assure this aim, the people of the state of California have empowered local boards of education to regulate the conduct of students.

EC 35291 - The governing board of any school district shall prescribe rules not inconsistent with law or with the rules prescribed by the State Board of Education, for the government and discipline of the schools under its jurisdiction.

EC 48908 - All pupils shall comply with the regulations, pursue the required course of study, and submit to the authority of the teachers of the schools.

In order to have an environment, which enables both teachers and administrators to effectively provide for a safe and sound education for all students a certain standard of behavior is expected from all students. The purpose of rules and regulations on any school campus is to assure that all students have equal access to all educational opportunities. Students who fail to comply with these rules and regulations will be counseled, reprimanded, suspended or expelled and/or arrested as the laws are applied.

EC 48900.5 - Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d) or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

EC 48915 (a) - Except as provided in subdivisions (c) & (e) the principal or the Superintendent of Schools shall recommend a pupil's expulsion for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance. (1) Causing serious physical injury to another person, except in self-defense. (2) Possession of any knife, explosive, or other dangerous object; of no reasonable use to the pupil. (3) Unlawful possession of any controlled substance listed in the HS Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis. (4) Robbery or extortion. (5) Assault or battery, as defined in sections 240 and 242 of the Penal Code, upon any school employee.

EC 48915 (c) - The principal or superintendent of schools shall immediately suspend pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

- (1) Possessing, selling, or otherwise furnishing a firearm.
- (2) Brandishing a knife at another person.
- (3) Unlawfully selling a controlled substance listed in chapter 2 (commencing with Section 11053) of Division 10 of the Health & Safety Code.

- (4) Committing or attempting to commit a sexual assault as defined in subdivision (C-4) of Section 48915 or committing a sexual battery as defined in subdivision (N) of Section 48900.

Causes for Disciplinary Action - Violations Relating to Persons

ABUSE – Physical or verbal attack on district employee or student (EC 44810, 48900 a, and PC 71, EC 48915 A-5)

ASSAULT AND BATTERY – assault or battery upon another student or upon school personnel; threat of force or violence toward school personnel, at any time or place related to school attendance or functions (EC 44014, 44810, 48915 a-1 & a-5; PC 240-243, 245)

DEFIANCE, DISRESPECT, ETC. – insubordination or defiance toward school employees, either in language or action (EC 48900, k; 48908)

ELECTRONIC LISTENING OR RECORDING DEVICE – use of, without prior consent of the teacher and principal is prohibited (EC 51512)

EXTORTION/ROBBERY – taking possessions from another person by threat or force (EC 44014, 44810, 48915 a-4, and 48900 g; PC 240, 241, 524)

FIGHTING – involvement in fighting either in groups, gangs or as an individual on school premises or elsewhere under authority of school personnel (EC 32210, 44807, 44810, 48900, a)

FORGING – forging notes, signatures, excuses or other school documents (PC 470; EC 48900, k)

HAZING – committing any act that injures, degrades, or disgraces any fellow student or person attending the institution (EC 32050-32052)

KEYS – illegal possession, unauthorized use or duplication of keys to school buildings or premises (PC 469)

RECEIVING STOLEN PROPERTY – knowing received stolen school property or private property (EC 48900 l)

SECRET CLUBS – membership on school campus prohibited (EC48900 k)

STEALING – Stealing school property or from persons while on school property or at school sponsored events (EC 19911, 35291, 44807, 48900 g; PC 484-485)

SEXUAL HARASSMENT – unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting (EC 48900.2; PC 212.5)

TARDINESS/TRUANCY – late to class; missing class(es) illegally (EC 48260-48262)

VEHICLES – failure to observe posted traffic and parking regulations (VC 21113, 42001)

OTHER OFFENSES – serious infractions of behavior standards, not identified above, inimical to the welfare of the school, including buildings, property, staff, students or other personnel during the school day or while in attendance at school functions (EC 48212, 48900, a-o)

****Violations Relating to Persons***

DRESS REGULATIONS – improper attention to personal cleanliness or neatness of dress (CAC 302)

LEWD OR LASCIVIOUS ACTS – engaging in or performing lewd or lascivious acts on school grounds or at school sponsored activities (PC314)

PROFANITY AND VULGARITY – continual or habitual use of profanity or vulgarity (CAC 300; EC 48900, l)

****Violations Relating to Campus Disturbances***

LOITERING – persons on school premises unlawfully (PC653g)

PICKETING –persons posted to affect the school (PC407, 409)

SIT-INS, WALK-ONS, ETC. –violations of rules governing lawful assemblage on school grounds or at school events; failure to disperse (PC 407, 409, 416, 602j, p, 626.4, 626.6, 626.8)

TRESPASSING/FORCED ENTRY – trespassing or forced entry with respect to school buildings or school events (EC 32210, 44810; PC 602p, 626.8)

UNAUTHORIZED VISITORS – persons who come into any school building or onto any school ground or adjacent areas without lawful business thereon (EC44810; PC626.8, 647 b, 653 g)

****Violations Relating to Prohibited Items***

ALCOHOL – use or possession of alcohol on school campus or at school sponsored events (B& PC 25608, 25658, 25662; CAC 14251; PC 647 e, EC 48915 A-3, 48900 c)

DRUGS/NARCOTICS – use, possession or sale of narcotics or other hallucinogenic drugs or substances on school grounds or elsewhere under the authority of school personnel (EC 48915 a-3, c-3, 48900 c, HS C 11350, 11353, 11354, 11357, 11359, 11361, 11377, 11378, 11380; PC 647 e) Offered, arranged or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and the sold, delivered, or otherwise furnished to any person another liquid, substance, or material in lieu of the substance (EC 48900d; HS C 11382)

DRUG PARAPHERNALIA – possessed, offered, arranged, or negotiated to sell any drug paraphernalia (EC 48900j; HS C 11364)

ELECTRONIC SIGNALING DEVICES – possession or use of any electronic signaling device while at school or elsewhere while under the authority of the school except for health reasons when prescribed by a licensed physician (EC 48901.5)

TOBACCO – use or possession on school premises or elsewhere while under authority of school (EC 48900 h, 48901)

WEAPONS OR THREAT THEREOF – possession, sale, or furnishing of any firearm, (gun), knife, explosive, or other dangerous object of no reasonable use to

the pupil at school, or at a school activity off school grounds (CC 1714.1, 1714.3, EC48915 c – 1 & A –2, 48900 b, PC 245, 626.9, 626.10, 653k, 12020, 12025, 12301)

SEARCH AND SEIZURE – personal or private property on school grounds, adjacent to the school, or while under the authority of school personnel, is subject to search by school officials (EC 49331; HSC 11364.7, 11471)

****Violations Relating to Property***

BOMB THREATS – false reports that a bomb or other explosive has been placed in school buildings or on school ground (LC 3367; PC148.1)

DEFACING OR DAMAGING SCHOOL PROPERTY (VANDALISM) – acts which endanger life of students, employees or visitors or result in damage to school buildings, school property or possessions of students, staff members or visitors; parent or guardian is responsible for payment for damages (CAC 305; CC 1714.1; EC 19910, 48900,f, 48904; GC 6201, 53069.5, 530696; PC 451, 452, 595, 594.5, 602 j)

FIRES, EXPLOSIVES OR THREAT THEREOF – fires or explosives which threaten or cause serious damage to human life or property on campus or at school sponsored events; parent or guardian is responsible for payment for damages (HS C 12304 – 12306; PC 451, 452, EC 48900a, 48915 A-2, 48904)

REFERENCE ABBREVIATIONS	
B & PC -Business and Professional Code	HS C - Health and Safety Code
CAC - California Administrative Code, Title V	LC - Labor Code
CC - Civil Code	BC -Vehicle Code
EC - Education Code	PC - Penal code
GC - Government Code	

NOTE: THE COMPLETE DRAFT OF THE DISCIPLINE CODE IS AVAILABLE FOR YOUR INSPECTION AT THE SCHOOL SITE.

Acceptable Use Policy

Electronic information services (Internet) are available to students and teachers at Court and Community Schools operated by the Kern County Superintendent of Schools. All Alternative Education Programs support the educational value of electronic services and recognizes their potential to support our standards based curriculum. Our goals in providing these services are to promote educational excellence by facilitating research, innovation and communication. Student access at school will be for educational purposes only and under staff supervision. Services are available through our school-based local area networks.

As members of the school community, and as representatives of their school in the global electronic community, students are expected to abide by a *Code of Conduct*. If the student and his or her parent or guardian agree to follow this *code*, your child will be allowed access to our network and the Internet. If you DO NOT agree to the following *Code of Conduct*, the program will not allow your student to access the network and Internet while at school.

Student Code of Conduct
- Alternative Education Electronic Community

Personal Responsibility

As a student of this school, I will accept personal responsibility for reporting any misuse of the network to the teacher or system administrator. I understand that all the rules of conduct described in the discipline code apply when I am on the network.

Acceptable Use

The use of network and Internet services will be in support of education and research and will support the educational goals and objectives of the program. I am personally responsible for this provision at all times when using electronic information services.

In addition, I will abide by the following:

- Use of other organizations' networks or computing resources that I may log onto will comply with rules appropriate to that network.
- I understand that transmission of any materials in violation of any law is prohibited. This includes, but is not limited to, copyrighted material; threatening or obscene material; or material protected by trade secret.
- I will not use the school's Internet access for commercial activities.
- I will not use the school's Internet access for product advertisement.
- I am aware that the inappropriate use of electronic information resources can be a violation of local, state and federal laws and that I can be prosecuted for violating those laws.

Privileges and Consequences

I understand that the use of the school's information system is a privilege, not a right, and inappropriate use will result in restrictions or modifications of those privileges.

Consequences for abusing this privilege may include and are not limited to the following:

- School Referral
- Loss of internet privileges
- School Suspension
- Referral to the appropriate law enforcement agency

Network Etiquette and Privacy

I understand and will abide by the generally accepted rules of network etiquette. The rules include, but are not limited to, the following:

- **Being Polite.** I will not send or encourage others to send abusive messages.
- **Using Appropriate Language.** I understand that I am a representative of our school and district on a non-private system and that what I say and do can be viewed globally.
- **Privacy.** I will not reveal my home address or personal phone number or the addresses and phone numbers of other students.
- **Electronic Mail.** I understand that electronic mail (e-mail) sent from the school's network is not guaranteed to be private. The program reserves the right to monitor or review e-mail sent over the school's system. Inappropriate language or advocacy of illegal activity in e-mail messages may result in loss of system privileges and/or other disciplinary measures.
- **Disruptions.** I will not use the network in any way that could disrupt the use of the network by others.

Security

If I identify a security problem, I will notify the system administrator at once. I understand that use of the program's system is my responsibility and that any user identified as a security risk will be denied access to the information system.

Vandalism

Vandalism in the electronic community is any malicious attempt to harm or destroy data of another user or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading, downloading, or creation of computer viruses. I understand that any vandalism may result in the loss of computer services, disciplinary action or referral to the appropriate legal law enforcement agency.

Search and Seizure Board Policy

The Governing Board recognizes that incidents may occur which jeopardize the health, safety and welfare of students and staff and which necessitate the search and seizure of students, their property, or their lockers by school officials. (*cf. 5145.11 – Questioning and Apprehension*)

School officials may search individual students and their property when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law or the rules of the district or the school. The Board urges that discretion, good judgment, and common sense be exercised in all cases of search and seizure.

When possible, staff shall use a metal detector when searching an individual for weapons.

The parent or guardian of a student subjected to an individualized search shall be notified by the district as soon after the search as possible.

Student Lockers

Because lockers are under the joint control of the student and the district, school officials shall have the right and ability to open and inspect any school locker without student permission when they have reasonable suspicion that the search will disclose evidence of illegal possessions or activity or when odors, smoke, fire, and/or other threats to student health, welfare or safety emanate from the locker.

For health and safety reasons, a general inspection of school properties such as lockers and desks may be conducted on a regular, announced basis with students standing by their lockers or desks. Any items contained in a locker shall be considered to be the property of the student to whom the locker was assigned. Notice of the policy shall be given to all students when lockers are assigned.

Random Search for Weapons

The Board finds that the growing presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which or students and staff are entitled. The Board also finds that random metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall establish procedures which ensure that metal detector searches are conducted in a random fashion which excludes individual discretion as to who will be searched.

Use of Trained Dogs

In an effort to keep the schools free of drugs, the district may use specially trained non-aggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or district policy. The dogs may sniff the air around lockers, desks, bags, items or vehicles on district property or at district-sponsored events as long as they are not allowed to sniff any person.

The above inspections shall be unannounced and may be made at the discretion of the Superintendent or designee.

Students and parents or guardians shall be informed of this policy at the beginning of each school year.

Cell Phone Policy

If parents choose to allow their student to bring their cell phones to school they are required to turn them off and store them during school hours so they are not disruptive to the educational process. Students are responsible for their own personal property.

Parental Involvement ---

LEA Parental Involvement Policy

TITLE I PROGRAMS

In order to improve the academic achievement of students from economically disadvantaged families, the Local Educational Agency (LEA) shall use Federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments.

(cf. 5149 At-Risk Students)

(cf. 6011 Academic Standards) (cf. 6162.5 Student Assessment)

(cf. 6162.51 Standardized Testing and Reporting Program)

(cf. 6162.52 High School Exit Examination)

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

The LEA and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.

LOCAL EDUCATIONAL AGENCY PLAN

The Superintendent or designee shall consult with teachers, principals, administrators, and other appropriate school personnel, and parents/

guardians of participating students in the development, periodic review, and as necessary, the revision of a LEA plan. The plan and any revisions shall be submitted to the governing board for approval. (20 USC 6312)

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the LEA will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the LEA.

COMPARABILITY OF SERVICES

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all LEA schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among LEA schools:

1. The Board shall adopt and implement a LEA-wide salary schedule.
2. The ratio of students to teachers, administrators and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
4. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.

In determining comparability, the LEA shall not include staff salary differentials for years of employment. The LEA also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the LEA's compliance. If any instances on non-comparability are identified, the superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

***Supporting the Education of Children and Youth
Experiencing Homelessness***

The term “homeless children and youth”–

- A. means individuals who lack a fixed, regular, and adequate nighttime residence; and
- B. includes –
 - i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
 - ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings...
 - iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. migratory children ... who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Under the McKinney-Vento Act, children in homeless situations have the right to:

- Go to school, no matter where they live or how long they have lived there.
- Attend either the local school or the school of origin, if this is in their best interest; the school of origin is the school the child attended when he/she was permanently housed or the school in which the child was last enrolled.
- Receive transportation to and from the school of origin.
- Enroll in school immediately, even if missing records and documents normally required for enrollment such as a birth certificate, proof of residence, previous school records, or immunization/medical records.
- Enroll, attend classes, and participate fully in all school activities while the school arranges for the transfer of records.
- Have access to the same programs and services that are available to all other students including transportation and supplemental educational services.
- Attend school with children not experiencing homelessness; segregation based on a student’s status as homeless is prohibited.

PROGRAM EVALUATION

The Board/Superintendent shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools
52055.57 Districts identified or at risk of identification for program improvement
54020-54028 Economic Impact Aid
54420-54425 State Compensatory Education
64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose
6311-6322 Improving basic programs for disadvantaged students, including:
6312 Local educational agency plan
6313 Eligibility of schools and school attendance areas; funding allocation
6314 Title I schoolwide programs
6315 Targeted assistance schools
6316 School improvement
6318 Parent involvement
6320 Participation of private school students
6321 Comparability of services
7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

U.S. DEPARTMENT OF EDUCATION GUIDANCE Title I Fiscal Issues, May 26, 2006

Designing Schoolwide Programs, March 22, 2006

Supplemental Educational Services, June 13, 2005

The Impact of the New Title I Requirements on Charter Schools, July 2004

Parental Involvement: Title I, Part A, April 23, 2004

Serving Preschool Children Under Title I, March 4, 2004

Title I Services to Eligible Private School Students, October 17, 2003

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov/iasa/titleone>

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

School-Level Parental Involvement Policy

At the beginning of each school year, parents/guardians are encouraged to run for a position on the School Site Council, English Language Advisory Committee (ELAC), and/or the District English Language Advisory Committee (DELAC). Upon selection, training will be provided regarding the bylaws and procedures for each group.

School-Parent Compact

The purpose of the School-Parent Compact is to foster the development of a school-parent partnership that will help to ensure that all students achieve their fullest potential and become life-long learners. It is the declared intent of this agreement that the responsibility of student achievement will be the shared responsibility of parents, students, teachers, and administration.

The Community School and the parents of the students participating in activities, services, and programs funded by Title I agree that this compact outlines how they will share the responsibility for improved student achievement and the means by which the school and parents will build and develop a partnership that will help our students achieve the State's high standards.

School Responsibilities

The Community School staff and administration consider the academic achievement and future success of our students to be goals shared by the school, our parents, and students. The Community School will:

1. Provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the participating students to meet the State's student academic achievement standards as follows:
 - Providing students with grade level standards-based curriculum and instruction.
 - Focusing instruction on state adopted and standards-aligned curriculum and supplementary materials offering an appropriate level of academic rigor.
 - Offering students opportunities to use a variety of resources to promote academic achievement and growth.
 - Helping to ensure improved student learning with assessment-driven instruction and best practices.
 - Providing math and reading interventions, EL intervention, and special education support.
 - Ensuring opportunities for students to receive counseling, intervention, transition and supplemental services in addition to the core curriculum.

- Establishing and maintaining a safe and productive learning environment that allows teachers to teach and students to learn.
2. Hold parent-teacher conferences during which this compact will be discussed as it relates to the individual student's achievement. Specifically, these conferences will be held:
 - Upon initial enrollment and orientation of community school students.
 - Annually, during school site open house activities for parents/guardians.
 - Conferences scheduled, as needed, to advise parents/guardians of their student's progress.
 3. Provide parents with frequent reports on their student's progress. Specifically, the school will provide reports as follows:
 - Informing parents/guardians of all parent and/or advisory meetings and inviting parents to attend.
 - Regular telephone and written communications to parents/guardians reporting student progress.
 - Provide parents/guardians with access to the Aeries Parent Portal in order to monitor student progress.
 4. Provide parents reasonable access to staff. Specifically, staff will be available for consultation with parents as follows:
 - Responding to parents, community, and students in a timely manner.
 - Encouraging parents/guardians to participate in all meetings to promote positive communications between school and home.
 - Maintaining open lines of communications with students and parents through phone calls, progress reports, open house activities, mailings, and scheduled conferences.
 5. Provide parents opportunities to volunteer and participate in their student's class, and to observe classroom activities, as follows:
 - Intervention conferences to assist in monitoring student's behavior/performance.
 - Classroom visitations and participation in class activities/projects.
 - Parent Advisory Committee meetings.
 - Open house activities.
 - Parent Project classes.

Comments/Input:

Parent Responsibilities

We, as parents, will support our student's learning in the following ways:

- Ensuring regular school attendance.
- Attending conferences and maintaining open communications with the teachers and administration.
- Participating, as appropriate, in decisions relating to my student's education.
- Staying informed about my student's education.
- Communicating with the school regarding my student's attendance, as appropriate.
- Responding in a timely manner to communications from the school.
- Supporting the school policies and efforts to maintain discipline, safety.
- Serving, to the extent possible, on policy advisory groups, such as Program Advisory Committee, School Site Council, English Learner's Advisory Committee, etc.

Comments/Input:

Student Responsibilities

I am committed to meeting the expectations of my teacher, my parents, and myself. Therefore, I will support my learning in the following ways:

- Attending school regularly and being on time.
- Behaving in an appropriate and respectful manner while on campus and during school sponsored activities.
- Respecting the rights and property of the other students, the staff, all parents, and the school.
- Coming to school prepared to learn.
- Following the classroom procedures and school policies.
- Adhering to the Student Discipline and Dress Codes.

Comments/Input

Title I School-Level Parental Involvement Policy

The Community School program operated by the Kern County Superintendent of Schools Office (KCSOS) has developed a written Title I parental involvement policy with input from Title I parents/guardians. Community School recognizes the importance of parental involvement and works closely with parents/guardians to support them and their child through the educational process. It has distributed the policy to parents/guardians of Title I students by sending home a copy with every student and parent/guardian at the time of enrollment. Community School's policy describes the means for carrying out the following Title I parental involvement requirements and outlines how we involve parents/guardians. [20 USC 6318 Section 118(a)-(f) inclusive].

Involvement of Parents/Guardians in the Title I Program

To involve parents/guardians in the Title I program at Community School, the following practices have been established:

Convenes an annual meeting to inform parents/guardians of Title I students about Title I requirements and about the right of parents/guardians to be involved in the Title I Program.

- Community School holds an annual Back-to-School Night at each of its sites and Town Hall meetings in the spring to inform parents/guardians of the school's participation in the Title I program, program requirements and their right to be involved.
- Parents/guardians are required to attend orientation upon enrollment in Community School at which time the School-Level Parental Involvement Policy, School Compact, and other policies are reviewed.

Offers a flexible number of meetings for Title I parents/guardians

- Meetings are scheduled in the mornings, afternoons, or evenings to better accommodate parents/guardians.

Involves parents/guardians of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs and the Title I Parental Involvement Policy.

- Through School Site Council (SSC) and the English Learner Advisory Committee (ELAC), Community School involves parents/guardians in the planning, review and improvement of our specially funded programs, plans, and budgets.

Provides parents/guardians of Title I students with timely information about Title I programs.

- Parents/guardians are provided Title I information during orientation, Back-to-School Night, SSC meetings, ELAC/DELAC meetings, parent conferences, reclassification meetings, IEP meetings, Student/Parent Handbook, letters mailed home, and through the Alternative Education website.

Provides parents/guardians of Title I students with an explanation of the curriculum, assessments, and proficiency levels students are expected to meet.

- Parents/guardians are provided with an explanation of the curriculum, assessments, and proficiency levels during orientation, Back-to-School Night, SSC meetings, ELAC/DELAC meetings, parent conferences, reclassification meetings, IEP meetings, and through the Alternative Education website.
- Parents/guardians are provided written notification in regard to the state mandated testing and the results thereof.
- Parents/guardians are provided with regular reports on their student's academic progress.

Provides parents/guardians of Title I students, if requested, with opportunities for regular meetings to participate in decisions relating to the education of their children

- Community School will continue to provide accessibility to our working parents/guardians. At parent/guardian request, Community School will take the necessary steps to accommodate all of our working parents/guardians.

School-Parent Compact

Community School distributes to parents/guardians of Title I students a School-Parent compact. The compact, which has been jointly developed with parents/guardians, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It also describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents/guardians of Title I students:

- The school's responsibility to provide high-quality curriculum and instruction
- The parents'/guardians' responsibility to support their children's learning through the importance of ongoing communication

between parents/guardians and teachers through parent/guardian-teacher conferences, reports on student progress, access to staff, and opportunities to volunteer and participate in and observe the educational program.

The School Compact was developed with input from Title I parents/guardians and staff through SSC, ELAC, and the Leadership Team. The School Compact is distributed every year (included in Student/Parent Handbook) after review and approval by the SSC.

Building Capacity for Involvement

Community School engages Title I parents/guardians in meaningful interactions with the school. It supports a partnership among staff, parents/guardians, and the community to improve student academic achievement. To help meet the goals, the school has established the following practices:

Provides Title I parents/guardians assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.

- Parents/guardians are provided information on the academic content standards, assessments results, and monitoring information at Back-to-School Night, parent conferences, SCC meetings, ELAC and DELAC meetings, IEP meetings, and letters mailed home.

Provides materials and training to help Title I parents/guardians work with their children to improve their children's achievement

- Parents/guardians are provided opportunities and materials to improve their children's achievement which include but are not limited to parent teacher conferences, Back-to-School Night, Town Hall meetings, and referrals to outside agencies (e.g. mental health agencies).

Educates staff, with the assistance of Title I parents/guardians, about the value of parent/guardian contributions and how to work with parents/guardians as equal partners.

- Staff is provided in-services on working with students and families in poverty, increasing parent/guardian-school partnerships through on-going effective communication.

Coordinates and integrates the Title I parental involvement program with other programs and conducts other activities, such as parent resource

centers, to encourage and support parents/guardians in more fully participating in the education of their children.

- Community School coordinates the Title I parental involvement program with other programs including but not limited to Job-Plus!, Kern YouthBuild, School/Community Partnerships, Kern County Probation Department, mental health agencies, and referring districts.

Distributes information related to school and parent/guardian programs, meetings, and other activities to the Title I parents in a format and language that the parents understand.

- Community School distributes all parent/guardian communication in English and Spanish. Parent/guardian communication includes but is not limited to: progress reports, newsletters, and school notices. In addition, school staff members are made available to interpret for Spanish-speaking parents/guardians who attend meetings and other school activities.

Provides support for parental involvement activities requested by Title I parents/guardians.

- Support for all parents/guardians is provided by the entire staff of Community School on a daily basis, so that the individual needs of each student is met to the best of our ability
- Parents/guardians are provided opportunities to complete surveys online, at Back-to-School Night and/or at Town Hall meetings. Feedback gathered from the surveys is used to help plan program improvements.

Accessibility

Community school provides opportunities for the participation of all Title I parents/guardians, including parents/guardians with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant students. Information and school reports are provided in a format and language that parents/guardians understand.

- Community School distributes all parent/guardian communication in English and Spanish. Parent/guardian communication includes but is not limited to: progress reports, newsletters, and school notices. All meetings are held in locations that are accessible to all including those with disabilities and school staff members are made available to interpret for Spanish-speaking parents/guardians.

Credits & Graduation ---

Credits

Credits that the student has earned from accredited schools are transferred to and accepted by Community School. Upon receipt of the transcript, an evaluation is made of the student's standing and forwarded to his or her teacher. This transcript evaluation is available to students or parents, upon request.

Students can receive credits for 'grades in progress' for courses that the student was passing at the district of residence prior to enrollment in Community School if the class is offered by Community School. A student transferring to Community School with a grade of 'D' or better in the current semester may receive grades in progress if the student earns an overall 70% to receive credit for the course.

Credit is earned at a rate of six (6) credits every 15 days, based on attendance and completion of assignments, in the classroom program or when a course is satisfactorily completed through independent study. All coursework and exams must be completed to at least a 70% accuracy level.

Junior high students will work towards completing the days needed towards promotion. Each course assigned for independent study is worth 20 days. Classroom students will earn one day for each day they attend school.

Courses

All requirements for high school graduation can be met at the Community School and some college prep courses are also available. Junior high students will be assigned core curriculum to complete needed days to be promoted to the next grade.

Letter Grades

The Community School transcript will list all completed courses during the Community School enrollment. Grades will be posted as a "C" or a 2.0 grade point. If you and your student are interested in working for higher letter grades ("A or B") the policy is as follows:

Students who are working at or above grade level and receiving 90% or better for A's and 80% or better for B's will earn letter grades.

Graduation

Students are required to earn 220 credits to earn a diploma. The minimum number of credits in each subject area as follows:

SUBJECT	CREDITS
English	40
Math (Algebra: 10)	30
World History/Geography	10
U.S. History/Geography	10
Government	5
Economics	5
Life Science	10
Earth/Physical Science	10
Physical Education	20
Fine Arts/Foreign Language	10

A student can graduate from Community School at any time during the year. When the requirements for graduation are finished, the student receives a diploma. The diploma that the student receives meets the high school graduation standards established by the State of California. Students may then choose to participate in the graduation ceremony held annually at the end of the regular school year.

Communication ---

Parents/Students

Communication between parents, teachers, and students is very important to the staff at Community School. At the front of this handbook is the teacher's name and phone number. Parents are always encouraged to call the teacher directly to find out their child's current performance. Students are encouraged to call their teachers during school hours. The site administrator is always eager to talk to the parent and student to assist in answering educational questions or link students to other services. Progress reports are sent home for parental review upon parent/teacher request. When a behavior, attendance or performance problem arises, teachers will call home to talk one-on-one with the parent. If parent contact is not made, postcards are mailed home.

Other Agencies

Communication between probation officers, parole agents, the courts, and other agencies is an important duty of your teacher. When students are falling behind in their schoolwork, the teacher will first call the parent. Then contact is made with the appropriate agency. A phone call is made to let them know the student is entering the “Step Process” and any subsequent steps the student may receive. In addition, at the request of the probation officer, a letter/progress report may be sent to notify them of school success or obstacles.

Additional Services ---

Technology

Technology is a focus for Community Schools. Students need a variety of learning strategies to meet their individual needs. The use of technology enhances this learning environment. Teachers participate in training to learn how to effectively integrate technology into the curriculum. Students and teachers have access to educational software and Internet resources. A wide area network delivers Internet content that has been filtered to meet the needs of the teachers’ lesson plans and provide suitable learning material.

Career Pathway Development

Services for students enrolled in Community School include: Pre-employment workshops, career interest inventory and aptitude testing, referral to potential jobs and paid work experience. During the fall and spring, JobsPlus! provides paid internships in the private sector. During the summer, JobsPlus provides paid small business development and direct job placement in private and/or public sector. To be eligible for paid internships or work experience, applicants must meet Workforce Investment Act (WIA) income eligibility standards. The CareerPlus Center is located at the Kelly F. Blanton Student Education Center.

Cal-SAFE

Free childcare is provided for infants and toddlers for eligible pupils enrolled in community school.

Miscellaneous

Work Permits

Work permits are issued to students who maintain acceptable attendance and performance standards while enrolled in Community School. Student workers between the ages of 16 and 17 can work 4 hours on any school day and 8 hours on any non-school day not to exceed a 32-hour week. Student workers in this age category receiving work experience credit may work more than 4 hours on a school day, but not more than 8. Student workers between the ages of 14 and 15 may work 3 hours on a school day, but cannot exceed an 18-hour work week. To obtain a work permit, the student:

- 1) Ask their assigned teacher for a work permit. If student is in good standing they will be directed to the office staff for a work permit application form (green),
- 2) obtains a signature from the employer and their parent or guardian and,
- 3) return the form with the appropriate signatures to the school. Each of our school sites has available staff to type and issue work permits.
- 4) Revocation of work permit may occur if student is not maintaining satisfactory attendance, performance, or behavior.

School Calendar

Community School is open year-round. We do observe the following holidays: Labor Day, Veterans Day, Thanksgiving, Christmas, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day and Independence Day. A staff in-service day is also held each year, typically during the month of August. Parents/guardians will be notified of any additional staff in-service days that may arise during the school year.

Transportation

Students are required to plan for their own transportation to and from school. The GET telephone information center is open from 6:00 a.m. to 7:30 p.m. Monday through Saturday for your convenience. Students should call 869-2438 to find the appropriate bus scheduled times.

Meals

School meals are served daily for classroom students. Independent study students may request a meal through their independent study teacher 24 hours in advance.

Fog Policy

Community School operates a normal schedule regardless of weather conditions. School staff will be on campus if parents think it is safe to transport their student to school. Parents should listen to the radio to determine if local schools are delayed due to fog. If parents feel it would be safer to wait until the fog clears, the school should be called immediately to inform staff that their student will be arriving late.

Dress Code

Appropriate dress and grooming contribute to a productive learning environment. Students have the right to make individual choices from a wide range of clothing and grooming styles, but they must not present a health or safety hazard, or a distraction, which interferes with the educational process.

Guidelines

Disruptive Clothing/Adornments includes any clothing or adornments which creates a reaction by other students causing the teacher to lose the attention of the students, to modify or cease instructional activities or to deal with student confrontations or complaints. Examples: tops, blouses or dresses with low-cut fronts and any see-through apparel or attire that does not cover undergarments. Bare midriffs, halter tops, spaghetti strap tops and revealing shorts are not allowed. No headgear such as hats, baseball caps, headbands, bandanas, stocking caps or hairnets shall be worn in school buildings at any time. No “sagging” pants which allow visible underwear shall be allowed at any time.

Slogans/Illustrations: Slogans or illustrations which promote the use of/or glorification of drugs, alcohol or tobacco are not acceptable. Profane, vulgar, racial, ethnic or sexist slogans or illustrations on articles of clothing are not acceptable. This includes jewelry, belt buckles, or tattoos that may be gang related. For this reason, belt buckles featuring initials shall not be worn.

Revealing Apparel: Any see-through apparel which does not cover undergarments is not acceptable.

Dangerous Attire: This includes attire that may be used as a weapon. Examples: steel-toed boots or shoes, chains or items with spikes or studs.

“Colors”: The presence of any apparel, jewelry, accessory, notebook or manner of grooming which, by virtue of its color, arrangement, trademark or any other attribute, denotes or advocates membership in a group or gang which advocates violence or other disruptive behavior, is prohibited. This may include specific-colored shoelaces, uniformly colored outfits, etc.

Unsafe Apparel: Any attire or adornment which creates a safety hazard for the wearer or others is prohibited. Included within these criteria is the expectation that all students will wear shoes.

Specific Clothing Requirements: Specific learning activities in shops, labs, on-the-job training in business/industry or co-curricular activities may have additional clothing and appearance regulations.

Cleanliness: All clothing should be reasonably clean.

Consequences of Dress and Grooming Violations

First Violation = Verbal warning given.

Second Violation = The student will receive a referral. Home contact will be made and the parent will be asked to address the dress code violation.

Future Violations = The student will receive a step, home contact will be made and/or possible suspension may occur.

EXHIBIT B — Joint Press Release

JOINT PRESS RELEASE – *Sanders et al. v. Kern High School District et al.*, Kern County Superior Court Case No. S-1500-CV-283224-SPC (the “Action”).

Students, Community Groups, and Kern County Office of Education Reach a Settlement of Lawsuit

BAKERSFIELD, Calif. – A coalition of Latino and Black students, their parents, community groups and the Kern County Office of Education (KCOE) have reached a settlement of a lawsuit involving a dispute over the enrollment of students in KCOE-operated schools.

The lawsuit was filed in 2014 against the Kern High School District, the KCOE and the Kern County Superintendent of Schools (KCSOS), the State of California, the California Department of Education, and the State Superintendent of Public Instruction. Plaintiffs were represented by the California Rural Legal Assistance, Inc. (CRLA), MALDEF (Mexican American Legal Defense and Educational Fund), Equal Justice Society, Greater Bakersfield Legal Assistance, Inc. (GBLA), and by Wilson Sonsini Goodrich & Rosati, PC. The plaintiffs include families of KHSD students enrolled in KCOE schools, the Dolores Huerta Foundation, National Brotherhood Association, and Faith in Kern. The KCOE and KCSOS were represented by Atkinson, Andelson, Loya, Ruud, & Romo.

The lawsuit as originally filed included causes of action alleging the KCOE unlawfully discriminated against students of color, and those causes of action were dismissed as to KCOE by the assigned judge during the course of the litigation. The settlement resolves the remaining claims which include: challenges to expenditures of taxpayer funds, alleged violations of the statutory limitations on who may be enrolled in county community schools, alleged failure to comply with requirements related to independent study programs, and alleged failure to address educational service gaps in the countywide plan for students expelled from school districts.

The agreement, finalized on May 1, 2019, calls for enhanced communication with parents and students regarding KCOE-operated schools, enrollment options, and available instructional methods at the various school sites. The communication will be through modifications to the KCOE website, to materials distributed to students and parents, and to enrollment-related forms completed by parents, school districts, and the KCOE.

The agreement also provides for periodic internal review of data collected by KCOE, and for trainings by KCOE to its staff and to interested school district staff regarding the statutory authorizations and processes for enrollment of students in KCOE-operated schools. Under the Agreement, at school sites where there is no traditional classroom instruction option, KCOE will expand its online classroom option to include all core content areas and A-G courses. In addition, five of the student plaintiffs who were enrolled in and/or referred to KCOE-operated schools will be offered career counseling and online career development instruction.

The terms of the agreement also specify that the remaining legal theories alleged against the KCOE remain contested, there is no admission of wrongdoing by any party, and that all parties to the lawsuit agree to pay their own attorney fees and costs.

“We are pleased that we were able to work collaboratively with the plaintiffs’ representatives to resolve the few remaining issues in this lawsuit, and to agree on enhanced communication and coordination with parents, students, and school districts regarding high-quality, student-focused options we offer to students in Kern County,” said KCSOS Mary Barlow.

“We are very pleased with KCOE’s commitment to make changes we believe will have tangible positive impacts on students in Kern County through added focus on the referral to community school process, clearer information to students and parents regarding available instructional options and services, ongoing data review, and offering of services to some of the plaintiffs. We look forward to working closely with KCOE to ensure these changes are implemented,” said Plaintiffs’ lead counsel Cynthia Rice.