

## COMPROMISE AND RELEASE AGREEMENT

This Compromise and Release Agreement (“Agreement”) is made by and between Plaintiffs/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 Kern High School District (“District”), Board of Trustees of the District, J. Bryan Batey, Jeff Flores, Phillip Peters, Mike Williams, and Joey O’Connell (collectively, “Governing Board”), and District Superintendent Dr. Bryon Schaefer (referred to collectively herein with the District and Governing Board 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”).

### I. 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, alleging disproportionate assignment to alternative schools or disproportionate discipline of students, including African American and Latino students, and also alleging alleged disparities in the alternative schools. Petitioners sought prospective equitable, declaratory and writ relief against Respondents, Kern County Office of Education, Kern County Superintendent of Schools, California Department of Education, State Superintendent of Public Instruction, and the State of California. On or about August 22, 2016, Petitioners filed their now operative Third Amended Complaint and Petition for Writ of Mandate (“Complaint”), in which they continue to assert said alleged wrongs and seek relief against Respondents and other parties.

B. 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.

C. The Parties acknowledge that historically African American and Latino students had disproportionate suspensions and expulsions in the District. The Parties acknowledge and agree that District administrators recognized these issues and began a pilot program of Positive Behavior Interventions and Supports (“PBIS”) in the 2014-2015 school year at Bakersfield High School, which began the District’s overall and District-wide commitment to addressing student discipline issues. The Parties acknowledge and agree that the District has committed significant time, effort and funds toward addressing student discipline, alternative placements, equity, PBIS, multi-tiered systems of support (“MTSS”), and related initiatives. This Agreement is not intended to in any way discredit the commitment, time, expenditures, and efforts made by the District to address these issues, or the District’s goal of refining its student support and discipline system in order to achieve a positive, productive, and safe educational environment that does not negatively impact any group of students disproportionately.

D. The Parties disagree on whether terms of this Agreement have already been or are currently being implemented by the District.

E. The Parties are each committed to students receiving an education free from discrimination.

F. 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:

## II. TERMS AND CONDITIONS

1. **Request for Dismissal.** Within 15 business days of effective date of this Agreement, Plaintiffs and the District will file a Joint Stipulation and Proposed Order for Dismissal (“Request for Dismissal”), a copy of which attached hereto as Exhibit “A” and incorporated by reference. Plaintiffs will provide the District notice, by way of a file-stamped copy of Plaintiffs’ Request for Dismissal, sent via email and regular U.S. mail to District’s attorneys, on the day of filing the same. Pursuant to the express terms and intent of Exhibit A, it is the Parties’ intent that the Court first order retention of jurisdiction over the enforcement of this Agreement consistent with paragraph 21, and only thereafter order the dismissal of this Action with prejudice. Plaintiffs will also provide District notice, by way of a file-stamped copy of the Plaintiffs’ Request for Dismissal once same is endorsed and entered by the Court, via email and regular U.S. mail to the District’s attorneys, on the day of receipt of same.

2. **The District’s Experts.** In addition to the team of experts the District began working with in 2014 in order to address the issues identified in Recital paragraph I.C. above, the District will retain via direct contract, and for a term not to exceed three (3) calendar years, and in an expense not to exceed forty thousand total dollars (\$40,000.00) Dr. Jeffrey Sprague of the University of Oregon and Rachel Godsil, of the Perception Institute, who will assist the District’s existing lead expert, Dr. Jon Eyler of Collaborative Learning Solutions, and its primary expert related to equity, Dr. Edward Fergus of New York University’s Steinhardt School of Culture, Education and Human Development Center for Equity and Achievement, and the District’s PBIS/MTSS team. Dr. Eyler, Dr. Fergus, Dr. Sprague, and Ms. Godsil shall hereinafter be referred to as “District’s Experts.” The District’s Experts will participate in an ongoing “cycle of inquiry” consistent with the schedule attached hereto as Exhibit “C.”

3. **Professional Development Training.** The District will implement the agreed-upon training plan and schedule (“Training Plan”), as set forth in Exhibit “B” to this Agreement. The Training Plan is mandatory for those District employee positions identified within it, and the District will comply with the schedule for training reflected in Exhibit B to the greatest extent possible as a material term of this Agreement. Any changes to the schedule for training will be reviewed by the District’s Experts.

4. **TFI and Fidelity Measures.** The District will continue its work with the District’s Experts to utilize the PBIS Tiered Fidelity Inventory (“TFI”) to measure PBIS implementation. The District and the District’s Experts will review and consider using the *PBIS CR companion*

*guide* when it is a final product and produced for use. In addition, the District and the District's Experts will continue to use the following to monitor program effectiveness: (a) school climate surveys; (b) student data disaggregated by race, ethnicity, gender, and English learner status where possible; (c) monthly meetings of District PBIS site leadership teams; (d) quarterly District Leadership Team meetings; and (e) implementation checklists and action plans.

5. **Behavior and Intervention Response Matrix.** The District and the District's Experts will continue to develop a Behavior and Intervention Response Matrix ("Matrix"), which will be finalized and implemented by the beginning of the 2017-2018 school year. The District's Experts will meet and confer regarding the District's present and future Matrix development and implementation for the duration of this Agreement. The District and the District's Experts will include in the Matrix a stand-alone column regarding what types of student behaviors may result in referral of students to District Police/law enforcement.

6. **District MTSS Handbook.** The District's PBIS/MTSS team and the District's Experts will continue to develop a District MTSS Handbook ("Handbook"). The District will complete the Handbook, including information about PBIS Tier 3, and implement it by the beginning of the 2018-2019 school year.

7. **Student Data.** The District will continue to use the SHAPE Data System tool, as well as other data sources and systems, to monitor student behavior; responses, interventions and discipline for such behavior, including suspensions, extended suspensions, independent study, expulsions and voluntary and involuntary transfers. The District will also continue using the SHAPE Data System tool, and other data sources and systems, to evaluate outcomes, and when appropriate to develop data driven action plans to address areas for improvement, consistent with the national PBIS blueprint. District PBIS teams and the District's Experts (consistent with the cycle of inquiry schedule referred to in paragraph 2) will have access to and review the data consistent with the TFI Plan.

8. **Community Engagement.** The District will establish a forum entitled "Forum Regarding Student Behavior and School Climate" ("Community Forum"), through which the District will report to its community on PBIS, MTSS, equity, restorative justice, student behavior, intervention, referral and discipline data, school climate survey results, and training related to these subjects as set forth in the Training Plan. The Community Forum will be independent from the District's Local Control Accountability Plan ("LCAP") process and related LCAP community forums and meetings.

a. During the time period set forth in paragraph 20 of this Agreement, the Community Forum will be held two (2) times per school year, within a reasonable time following the end of semester 1 (but no later than January 30) and semester 2 (but no later than September 30), respectively, of each school year.

b. The District will facilitate the Community Forum, which will be conducted by and through the Assistant Superintendent of Instruction, Director of Student Behavior and Supports, PBIS/MTSS Administrator, and Administrator of Continuation Education, and other

relevant District administrators and employees. The District's team will work with the District's Experts to prepare the content to be covered for each Community Forum.

c. Each Community Forum shall be open to the entire community to attend and participate. The District will reserve a reasonable period of time at the conclusion of the District's formal presentation to receive input from any and all parents, students, and community members.

d. The District's presentations during the Community Forums will provide information and report on, including summary data relating to, the following : suspensions, involuntary transfers, voluntary transfers based on a waiver of rights, expulsions, discipline and referral data, disaggregated by race and ethnicity, and gender drawn from the SHAPE Data system tool and other available data sources and systems; current school climate survey results; status of the District's implementation of the Training Plan; and an overview of District policies, procedures and practices relating to PBIS, MTSS, student behavior expectations and discipline. Petitioners, through their designated attorney representative from Greater Bakersfield Legal Assistance ("GBLA") will be entitled to receive the SHAPE Data system reports and other available data sources that are used as the basis for the information, report and summary data provided at the Community Forums as soon as practicable, but no later than 2 business days before each Community Forum.

e. At least two (2) weeks in advance of each scheduled Community Forum, Petitioners' designated representative who for the purpose of notices and reporting will be an attorney from GBLA will contact the District's General Counsel (currently Tenielle Tensley) and the District's Assistant Superintendent of Instruction (currently Dr. Brenda Lewis) to meet and confer about the District's Community Forum agenda. During this meet and confer, Petitioners' designated attorney representative from GBLA will receive a copy of the agenda for the Community Forum.

f. For each Community Forum, the District will provide teleconferencing for geographically outlying school sites, inclusive of the Shafter, Arvin, and Kern Valley High Schools.

g. The District will provide translation services at the Community Forum and the referenced teleconference sites.

h. At least two (2) weeks in advance of each scheduled Community Forum, the District will provide notice of, and request advertisement of the Community Forum through public service announcements and press releases to local English and Spanish media providers, that include the date, time, actual location and teleconference locations, and inviting parents, students and community members to attend and participate in the forum. District will also publicize each forum using the following mechanisms: (1) robocalls to parents/guardians, which will advise them of the provision of translation services for the forum; (2) Spanish/English flyer posted on the window of each school site's front office and the District Office; (3) advertisement on the District's website; (4) notification on the District's Twitter feed; (5) links on the individual school site websites; and (6) notice in writing to Petitioners' designated attorney



representative from GBLA; and (7) notice to the District LCAP Advisory Council. The District contact for purposes of forum notices and publicizing will be the District's PBIS Administrator.

**9. District Police and Site Administrator Procedures.**

a. Consistent with the District Board Policy and Administrative Regulation 5145.11 and Education Code section 48906, "If a minor student is removed from school into the custody of a peace officer, the principal or designee shall immediately notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code 48906)[.]"

b. District Police Officers will notify the appropriate school site administrator in any instance that they have removed and taken custody of a student, and will do so contemporaneous with taking the student into custody, or as soon as is reasonably possible.

c. District administrators will make all reasonable efforts to inform parents/guardians when a student is in the custody of District Police Officers, contemporaneous with the event or as soon as is reasonably possible.

**10. District Student Discipline Forms, Policies and Practices.**

a. **Uniformity of District Policies, Regulations, Practices and Forms.** The District will ensure that all school sites are complying with and utilizing the same District Board Policies and Administrative Regulations regarding anti-discrimination, harassment, and bullying; independent study; involuntary and voluntary transfers. The District will also utilize District-wide the same student discipline-related forms for suspension, expulsion, involuntary transfer to continuation high school, and agreements to the waiver of rights and referral to another comprehensive school site, alternative education program, or Kern County Community School. These forms will be consistent with and informed by the Behavior and Intervention Response Matrix. Policies and forms will be made available in English and Spanish and accessible to parents, upon request, from the District office and each school site.

b. **Practices and Training.** The District will continue to provide regular (and, at least annually) updates and training to school site administrators, including school site deans, on approved, new, updated or revised District student discipline policies, regulations, practices and forms.

c. **Review of Site Handbooks/Websites.** By the beginning of the 2017-2018 school year, the District will direct the individual school sites' principals or chief site administrators to review and update all school site handbooks and websites to ensure that outdated and/or inoperative school rules relating to student behavior and/or discipline are removed, and that any such content is updated consistent with District policy, regulation, and practice. The District shall require that each individual school site provide documentation that the review and update occurred.

d. **Procedure for Making Findings for Extension of Suspension Pending Expulsion.** The District shall ensure that a student's suspension beyond five (5) days is not extended pending an expulsion hearing or hearing on involuntary transfer to continuation high school, unless the District and/or school site first makes a fact-based and documented determination that alternative means of correction have been attempted to address the student's specific behavior related to the discipline, and that the student poses a danger to persons or property or his/her continued presence threatens a substantial disruption of the instructional process.

e. **Disciplinary Outcomes for Certain Violations.** Consistent with Education Code and District practice, the District will not expel or involuntarily transfer students for individual or cumulative violations alone of Education Code section 48900, subdivisions (k). The District will not expel students for individual or cumulative violations alone of Education Code section 48900, subdivisions (i).

f. **Homework During Extension of Suspension.** If a student's suspension is extended pending an expulsion hearing or an involuntary transfer hearing, the school site principal or designee will require teachers to provide the student all classwork during their absence and to permit students to contact teachers via email or phone with questions regarding same during the period that the student's suspension is extended pending expulsion.

g. **Expulsion Administration Hearing Panel.** The District will limit the number of administrative hearing panel members assigned to hear an expulsion matter to three (3) panel members.

h. **Expulsion Hearing Room Configuration.** The District will discontinue using the dais in the expulsion hearing room for expulsion hearings and will arrange the hearing room in a less formal and more collaborative setting.

i. **Expulsion Hearing Location.** For any student who has been recommended for expulsion and who attends a geographically isolated District campus, inclusive of Kern Valley, Shafter and Arvin High Schools, the District will notify the student's parent/guardian in writing of the option of requesting to have the expulsion hearing held at their home campus, as opposed to being held at the District Office in Bakersfield.

j. **Involuntary Transfer Hearing Timeline.** Consistent with District practice, the District will continue to, for any student who has been recommended for involuntary transfer to a District continuation high school, hold the meeting/hearing to reach a determination on that recommendation within ten (10) schooldays of the student's suspension, subject to any request for a continuance of the meeting/hearing by the student's parent/guardian, or unexpected and/or exceptional circumstances necessitating an extension of this timeline for good cause.

k. **Addition to Administrative Regulation 5144.1 Regarding Process for Agreements Re: Waiver of Rights and Referral Process.** The District will add as an Exhibit to Administrative Regulation 5144.1 the District's existing and currently implemented Administrator Checklist/Script for Waiver and Referral Process (attached hereto as Exhibit "D").

This paragraph shall not be construed to prohibit modification of Administrator Checklist/Script for Waiver and Referral Process, in a manner consistent with the recommendation of the District Experts and/or the District's Behavior and Intervention Response Matrix or MTSS Handbook.

1. **Timeline for Agreement Waiver and Referral Process.** For any suspended student whose discipline options may include alternative placement, the school site principal or designee will hold a meeting with the student and the student's parent/guardian during which they may discuss the option of alternative placement and the waiver of rights and referral process within five (5) schooldays of the student's suspension, subject to any request for a continuance of the meeting/hearing by the student's parent/guardian, or unexpected and/or exceptional circumstances necessitating an extension of this timeline for good cause. This timeline is independent from the additional 2-day window pursuant to the District procedure and process for a waiver of rights and referral, under which a student and the student's parent/guardian may determine to revoke their consent to such an agreement to an alternative placement.

m. **Interpretation and Translation.** In addition to providing all forms and notices related to discipline, transfer, involuntary transfer or waiver of rights in the primary language of the parent and/or student the District shall provide interpretation and, if necessary translation of documents at all such proceedings.

11. **District Continuation School Comparative Assessment Review.** The District will, by October 30, 2017, and thereafter annually, conduct a walk through review and analysis of the facilities, services, staffing, course offerings, resources, including technology, student enrollment demographics and attendance, and extracurricular activities to evaluate its continuation high schools, and provide this information to the District's Governing Board in open session regarding the outcome of that review, which will be available to the public and District community to access at the subject Board meetings and on the District's website.

12. **Recognition of Black History Month and National Hispanic Heritage Month.** The District agrees to recognize Black History Month (February) and National Hispanic Heritage Month (September 15 - October 15). Students will be allowed to celebrate these events consistent with the District's Student Activities guidelines.

13. **Educational Remediation Funds for Individual Student Petitioners and Identified Student(s)/Child(ren) of Parent Petitioners.** The terms and conditions in this paragraph relate only to the student Petitioners and student(s)/child(ren) of Parent Petitioners identified in the Third Amended Complaint and Petition for Writ of Mandate: Petitioners, Isidro Larralde, Gabriel Elder, Carmen Ramirez, Robert Robles and Kenton M., Avery S., Jade Crawford, Jerry Reagor, Acilegna D., Jose D., Francisco D., Carlos C., Darrel F. and Antonio M.

a. As of July 1, 2017, the District will commit the total amount of seventy thousand dollars (\$70,000) (at a maximum of five thousand dollars (\$5,000.00) per student) to the above-identified students, to be used by them for educational expenses (as identified below in paragraphs 13.b. and 13.c.) incurred on their behalf, through June 30, 2020.

b. Educational expenses under this paragraph must be incurred by one of the identified students, or a parent or legal guardian of one of the identified students for educationally-related expenses incurred for the student Petitioner. A request for payment or reimbursement for educational expenses must be submitted in the school fiscal year in which the expenses are incurred, defined as July 1 to June 30, for which the funds have been set aside. Requests for payment or for reimbursement for any school year must be made by June 30. The District will evaluate the requests for payment/reimbursement against the below-referenced agreed upon allowable expenses and pay them, or direct them to be paid, within fifteen (15) business days of submission of expense verification. Expense verification will be in the form of a bill, invoice, cancelled check, or credit card receipt and any other verifying documentation as necessary to verify the expense.

c. Educational expenses under this paragraph shall be limited to: (i) tuition and fees; (ii) education-related therapies, including without limitation speech and language, occupational therapy, behavioral and counseling services; (iii) instruction, tutoring, aide support, and/or educational or processing therapy services; (iv) vocational training and/or other transition services for young adults with disabilities through a public or private residential or nonresidential program; (v) curricular materials including without limitation books and computer software and hardware used in an educational program; (vi) physical education, facility fees, and/or sports participation; (vii) education enrichment activities comparable to elective courses, including without limitation areas such as music, photography and art; (viii) field trips; (ix) school supplies; (x) fees for standardized tests; and (xi) fees and related expenses for application to higher-education. If such educational expenses are based upon a Petitioner's tuition or fees for enrollment and/or registration in a class, course of study or the like, such enrollment and/or registration must be through and in a public school, such as the District's adult school program or Regional Occupation Center, a California community college district, a California State University or University of California educational program, or a state approved apprenticeship program.

14. **Parties' Points of Contact on Compliance.** For purposes of questions or concerns over implementation of the terms of this Agreement, including but not limited to the Community Forum meet and confer process set forth under paragraph 8.e. above, or the procedure set forth for Dispute Resolution under paragraph 18 below, the Parties' designated contacts shall be one designated counsel from GBLA on behalf of Petitioners and the District's General Counsel (currently Tenielle Tensley) for Respondents. However, nothing in this paragraph shall limit any Petitioner from exercising his or her right to provide Notice of Alleged Non-Compliance and invoke these rights through counsel of his or her choice.

15. **Commitment to Diverse Administrative and Certificated Staff.** Consistent with the District's existing commitment in the LCAP, the District will maintain its commitment to the recruitment and hiring of a diverse administrative and certificated staff. The District will, by November 30, 2017, and thereafter annually, provide a report to the District's Governing Board in open session regarding the District's administrative and certificated staffing, disaggregated by gender, and race or ethnicity, which will be available to the public and District community to access at the subject Board meetings and on the District's website.



**16. Notice of Alleged Non-Compliance, and Dispute Resolution.**

a. If Petitioners believe that the District is not complying with the terms of this Agreement, a GBLA representative on behalf of Petitioners, or an individual Petitioner through his or her designated representative, may notify the District in writing, directed jointly to the District's General Counsel (currently Ms. Tensley) and the District's Assistant Superintendent of Instruction (currently Dr. Lewis), of the alleged non-compliance. Within 5 school days of receiving notice, KHSD will confirm receipt of the notice in writing.

i. Within ten (10) school days of receiving the written notice, the District will contact Petitioners' GBLA representative or other designated representative acting on behalf of an individual Petitioner or Petitioners to schedule a meeting and plan of action to discuss the issue(s) of alleged non-compliance.

ii. By no later than thirty (30) school days after receiving notice, Petitioners' GBLA representative or other designated representative acting on behalf of an individual Petitioner or Petitioners, and Ms. Tensley and Dr. Lewis, shall engage in a meaningful meet-and-confer regarding the alleged non-compliance, in order to seek an agreed upon method to address the concerns raised and to establish a collaborative correction plan and reasonable timeline for implementation of the collaborative correction plan, if possible.

b. In the event that the Petitioners believe that the District has not cured the issues of non-compliance through the meet and confer process and the implementation of the collaborative correction plan and established timelines, Petitioners may elect to submit the matter for determination by third party neutral Honorable Judge James L. Warren (Ret.) of JAMS for final and binding determination of the issues. In the event Judge Warren is unavailable, the Parties will agree upon another JAMS mediator. All proceedings before the third party neutral will be conducted in Kern County. Costs of the third party neutral will be borne equally by the Parties.

i. The third party neutral will have the power and authority to: Make a finding as to whether the District is out of compliance with any term of the Agreement for which Petitioners have provided written notice of alleged non-compliance; upon finding non-compliance, establish a recommended course of action for the District to come into compliance by a reasonable date certain, through specific steps and/or the development of a compliance plan; and to review all actions taken by the District in response to the neutrals recommended course of action for compliance.

ii. If the proceedings before the third party neutral does not resolve the Parties' dispute, and Petitioners believe that the District is not in compliance with the Agreement relative to the disputes raised before the third party neutral, Petitioners may seek enforcement of the Agreement before the Kern County Superior Court, pursuant to and within the time limits set forth for the Court's continuing jurisdiction, as set forth below in paragraphs 20 and 21 of this Agreement, respectively.

iii. Attorneys' fees and costs shall not be recoverable for any action under this paragraph except that, if Petitioners seek relief from the Court when the proceedings before the third party neutral does not resolve the Parties' disputes, the prevailing party in that enforcement action before the Court shall be entitled to their reasonable attorneys' fees and costs.

17. **Ratification by the District's Governing Board and Effective Date.** This Agreement shall be executed by the Parties as indicated below. This Agreement shall become binding and effective upon the execution by Petitioners and Respondents, and upon ratification by the District's Governing Board.

18. **No Admission of Liability.** It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by any Party.

19. **Release of Claims.** Petitioners agrees 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, the District, its 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, Education Code §§ 48432.3, 48432.5, 48900 et seq., 48916, 48918, 51745 et seq., 52060 et seq., California Code of Regulations, title 5, §§ 11700 et seq., California Code of Regulations, title 22, §§ 98200 et seq., California Code of Regulations, title 2, §§ 11159 et seq., 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.

20. **Term of Agreement.** This Agreement shall be effective commencing on its effective date as described herein, and continuing for three (3) years.

21. **Court's Retention of Jurisdiction.** The Parties agree and consent to the Kern County Superior Court retaining jurisdiction over the enforcement of this Agreement and that such jurisdiction will exist for three years from the effective date of this agreement. The Parties agree to jointly submit to the Court in this Action this Agreement, and to obtain Court approval of the described retention of jurisdiction pursuant to Code of Civil Procedure § 664.6; which provides that "If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement."

22. **Attorneys' Fees & Costs.** The District shall pay Petitioners attorneys' fees and costs in the total amount of \$600,000. The District's payment of fees and costs as agreed to herein constitutes a full and final settlement of any and all claims by Petitioner for attorney's fees and costs arising from or relating to the Complaint and the Action.

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

24. **Voluntary Agreement.** 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. Each Party had an opportunity to review and consult with their respective legal counsel on this matter.

25. **Ownership of Claims.** 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.

26. **Entire Agreement.** 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.

27. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

28. **Interpretation.** 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.

29. **Other Documents.** 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.

30. **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California, County of Kern, subject to any transfer of venue under the law.

31. **Choice of Law.** 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.

32. **Severability.** 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.

33. **Warranty of Authority.** 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.

34. **Binding Effect.** This Agreement is for the benefit of an 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.

35. **Execution in Counterparts.** This Agreement may be executed in several counterparts and, subject to the requirements of paragraph 17 herein, shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

**IN WITNESS WHEREOF the Parties hereto have executed the Agreement as dated below.**

Dated: 6/8, 2017

PLAINTIFF/PETITIONER

  
Arlene Sanders

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Ruby Watson

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Patricia Crawford

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Mario Ramirez



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PLAINTIFF/PETITIONER

\_\_\_\_\_  
Arlene Sanders

Dated: 6/13/17, 2017

PLAINTIFF/PETITIONER

  
\_\_\_\_\_  
Ruby Watson

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Patricia Crawford

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Mario Ramirez

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35. **Execution in Counterparts.** This Agreement may be executed in several counterparts and, subject to the requirements of paragraph 17 herein, shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

**IN WITNESS WHEREOF the Parties hereto have executed the Agreement as dated below.**

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Arlene Sanders

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Ruby Watson

Dated: 6/9, 2017

PLAINTIFF/PETITIONER

*P. Crawford*  
Patricia Crawford

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Mario Ramirez

32. **Severability.** 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.

33. **Warranty of Authority.** 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.

34. **Binding Effect.** This Agreement is for the benefit of an 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.

35. **Execution in Counterparts.** This Agreement may be executed in several counterparts and, subject to the requirements of paragraph 17 herein, shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

**IN WITNESS WHEREOF** the Parties hereto have executed the Agreement as dated below.

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Arlene Sanders

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Ruby Watson

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Patricia Crawford

Dated: 7-17, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
*Mario M Ramirez*  
Mario Ramirez

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

Dated: 6/11, 2017 PLAINTIFF/PETITIONER  
Juan Moran Garcia  
Juan Moran

Dated: 6/11, 2017 PLAINTIFF/PETITIONER  
Virginia Melchor  
Virginia Melchor

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Isidro Larralde

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Gabriel Elder

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Carmen Ramirez

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Keschel Collins

Dated: <sup>vc</sup> 7/15/17, 2017 PLAINTIFF/PETITIONER  
Katrina Franks Cole  
Katrina Franks Cole

Dated: 6-11-17, 2017 PLAINTIFF/PETITIONER  
Marbella Ojeda  
Marbella Ojeda

Dated: 6-11-17, 2017 PLAINTIFF/PETITIONER  
Maria Gallardo  
Maria Gallardo



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

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Juan Moran

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Virginia Melchor

Dated: 6-13, 2017

PLAINTIFF/PETITIONER

  
\_\_\_\_\_  
Isidro Larralde

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Gabriel Elder

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Carmen Ramirez

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Keschel Collins

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Katina Franks

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Marbella Ojeda

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Maria Gallardo

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Juan Moran

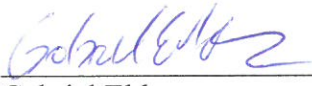
Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Virginia Melchor

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Isidro Larralde

Dated: 7/18, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
  
Gabriel Elder

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Carmen Ramirez

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Keschel Collins

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Katina Franks

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Marbella Ojeda

Dated: \_\_\_\_\_, 2017                      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Maria Gallardo

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ity

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

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Juan Moran

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Virginia Melchor

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Isidro Larralde

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Gabriel Elder

Dated: 7-17, 2017      PLAINTIFF/PETITIONER

Carmen Ramirez  
Carmen Ramirez

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Keschel Collins

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Katina Franks

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Marbella Ojeda

Dated: \_\_\_\_\_, 2017      PLAINTIFF/PETITIONER

\_\_\_\_\_  
Maria Gallardo

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

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Juan Moran

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

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Virginia Melchor

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Isidro Larralde

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Gabriel Elder

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Carmen Ramirez

Dated: June 8, 2017

PLAINTIFF/PETITIONER

*Keschel Collins*  
Keschel Collins

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Katina Franks

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Marbella Ojeda

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Maria Gallardo



Dated: June 10, 2017

PLAINTIFF/PETITIONER  
[Signature]  
Catherine Robles

Dated: June 10, 2017

PLAINTIFF/PETITIONER  
[Signature]  
Robert Robles

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Lori de Leon

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Camila Chavez  
Dolores Huerta Foundation

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER  
\_\_\_\_\_  
David Williams  
The National Brotherhood Association

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER  
\_\_\_\_\_  
Joey Williams  
Faith in the Valley

Dated: \_\_\_\_\_, 2017

DEFENDANT/RESPONDENT  
\_\_\_\_\_  
Bryon Schaefer  
Superintendent, Kern High School District

Dated: \_\_\_\_\_, 2017

DEFENDANTS/RESPONDENTS  
\_\_\_\_\_  
J. Bryan Batey  
President, Board of Trustees,  
Kern High School District  
On Behalf of the Board of Trustees

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

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Catherine Robles

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Robert Robles

Dated: June 8,, 2017

PLAINTIFF/PETITIONER

Lori de Leon  
Lori de Leon

Dated: June 8,, 2017

PLAINTIFF/PETITIONER

Camila Chavez  
Camila Chavez  
Dolores Huerta Foundation

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
David Williams  
The National Brotherhood Association

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Joey Williams  
Faith in the Valley

Dated: \_\_\_\_\_, 2017

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Bryon Schaefer  
Superintendent, Kern High School District

Dated: \_\_\_\_\_, 2017

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J. Bryan Batey  
President, Board of Trustees,  
Kern High School District  
On Behalf of the Board of Trustees

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

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Catherine Robles

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Robert Robles

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Lori de Leon

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Camila Chavez  
Dolores Huerta Foundation

Dated: 6/11, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
*David Williams*  
David Williams  
The National Brotherhood Association

Dated: June 11, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Joey Williams  
Faith in the Valley

Dated: \_\_\_\_\_, 2017 DEFENDANT/RESPONDENT

\_\_\_\_\_  
Bryon Schaefer  
Superintendent, Kern High School District

Dated: \_\_\_\_\_, 2017 DEFENDANTS/RESPONDENTS

\_\_\_\_\_  
J. Bryan Batey  
President, Board of Trustees,  
Kern High School District  
On Behalf of the Board of Trustees

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

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Catherine Robles

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Robert Robles

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Lori de Leon

Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
Camila Chavez  
Dolores Huerta Foundation

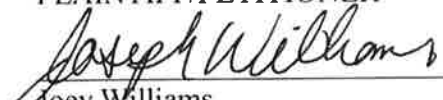
Dated: \_\_\_\_\_, 2017

PLAINTIFF/PETITIONER

\_\_\_\_\_  
David Williams  
The National Brotherhood Association

Dated: June 9, 2017

PLAINTIFF/PETITIONER

  
\_\_\_\_\_  
Joey Williams  
Faith in the Valley

Dated: \_\_\_\_\_, 2017

DEFENDANT/RESPONDENT

\_\_\_\_\_  
Bryon Schaefer  
Superintendent, Kern High School District

Dated: \_\_\_\_\_, 2017

DEFENDANTS/RESPONDENTS

\_\_\_\_\_  
J. Bryan Batey  
President, Board of Trustees,  
Kern High School District  
On Behalf of the Board of Trustees



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

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Catherine Robles

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Robert Robles

Dated: June 8, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
*Lori de Leon*  
Lori de Leon

Dated: June 8, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
*Camila Chavez*  
Camila Chavez )  
Dolores Huerta Foundation

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
David Williams  
The National Brotherhood Association

Dated: \_\_\_\_\_, 2017 PLAINTIFF/PETITIONER

\_\_\_\_\_  
Joey Williams  
Faith in the Valley

Dated: 7/24, 2017 DEFENDANT/RESPONDENT

\_\_\_\_\_  
*Bryon Schaefer*  
Bryon Schaefer  
Superintendent, Kern High School District

Dated: 7/24, 2017 DEFENDANTS/RESPONDENTS

\_\_\_\_\_  
*J. Bryan Batey*  
J. Bryan Batey  
President, Board of Trustees,  
Kern High School District  
On Behalf of the Board of Trustees

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

**Exhibit A**

LOZANO SMITH  
1 Capitol Mall, Suite 640, Sacramento, CA 95814  
Tel 916-329-7433 Fax 916-329-9050

1 Cynthia L. Rice (SBN 87630)  
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
2 1430 Franklin Street, Suite 103  
Oakland, CA 94612  
3 Telephone: (510) 267-0762  
Facsimile: (510) 267-0763  
4 crice@crla.org

5 Attorneys for Petitioners/Plaintiffs Gabriel Elder,  
Carmen Ramirez, Mario Ramirez, Isidro Larralde,  
6 Arlene Sanders, Ruby Watson, and Keschel Collins

7 Sloan R. Simmons, State Bar No. 233752  
Mark K. Kitabayashi, State Bar No. 125822  
8 LOZANO SMITH  
One Capitol Mall, Suite 640  
9 Sacramento, CA 95814  
Telephone: (916) 329-7433  
10 Facsimile: (916) 329-9050

11 Attorneys for Defendants and Respondents  
Kern High School District, Board of Trustees of Kern High School District,  
12 J. Bryan Batey, Peter Phillips, Jeff Flores, Joey O'Connell, Chad Vegas,  
Martha Miller, and Bryon Schaefer

13 Additional counsel listed on signature page  
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF KERN**  
17

18 ARLENE SANDERS et al.,  
19 Petitioners/Plaintiffs,  
20 vs.  
21 KERN HIGH SCHOOL DISTRICT et al.,  
22 Respondents/Defendants.

Case No. S-1500-CV-283224-SPC

**JOINT STIPULATION FOR DISMISSAL  
WITH PREJUDICE CONDITIONED  
UPON RETENTION OF JURISDICTION  
PURSUANT TO CODE OF CIVIL  
PROCEDURE SECTION 664.6; AND  
[PROPOSED] ORDER**

Dept.: 4  
Judge: Hon. Sidney P. Chapin

**(Exempt from filing fees pursuant to Gov.  
Code. § 6103)**

1 **RECITALS**

2 IT IS HEREBY STIPULATED by and between Petitioners/Plaintiffs ARLENE SANDERS,  
3 RUBY WATSON, PATRICIA CRAWFORD, KESCHEL COLLINS, KATINA FRANKS, MARIO  
4 RAMIREZ, JUAN MORAN, VIRGINIA MELCHOR, MARBELLA OJEDA, MARIA GALLARDO,  
5 ISIDRO LARRALDE, GABRIEL ELDER, CARMEN RAMIREZ, CATHERINE ROBLES, ROBERT  
6 ROBLES, LORI DE LEON, DOLORES HUERTA FOUNDATION (“DHF”), THE NATIONAL  
7 BROTHERHOOD ASSOCIATION (“NBA”), AND FAITH IN ACTION KERN COUNTY, AKA  
8 FAITH IN THE VALLEY (“FIV”) (referred to collectively herein as “Petitioners”), and  
9 Respondents/Defendants KERN HIGH SCHOOL DISTRICT BOARD OF TRUSTEES OF THE  
10 DISTRICT, J. BRYAN BATEY, JEFF FLORES, PHILLIP PETERS, MIKE WILLIAMS, and JOEY  
11 O’CONNELL, and former Board members CHAD VEGAS and MARTHA MILLER  
12 (COLLECTIVELY, “BOARD OF TRUSTEES”), AND DISTRICT SUPERINTENDENT DR. BRYON  
13 SCHAEFER (“District Defendants” and collectively with the Petitioners, the “Parties”) through their  
14 respective attorneys of record, as follows:

15 1. WHEREAS, on \_\_\_\_\_, 2017, the Parties executed a final Settlement Agreement  
16 and Release (“Agreement”) to resolve all claims, issues, disputes, and appeals in the above-captioned  
17 matter of *Sanders et al. v. Kern High School District et al.*, pending in the Kern County Superior Court  
18 and bearing Case No. S-1500-CV-283224-SPC (“the Action”);

19 2. WHEREAS, the Parties agree that the Agreement is a compromise of all claims, causes  
20 of action, issues and allegations raised in the Action, and that nothing in the Agreement shall be  
21 construed as an admission of liability by either Petitioners or the District Defendants;

22 3. WHEREAS, the Agreement provides for the dismissal of the Action in its entirety with  
23 prejudice;

24 4. WHEREAS, the Agreement provides as a condition precedent to the dismissal of this  
25 Action with prejudice, the Court entering an order retaining jurisdiction to enforce the Agreement  
26 pursuant to Code of Civil Procedure section 664.6; and  
27  
28

LOZANO SMITH  
1 Capitol Mall, Suite 640, Sacramento, CA 95814  
Tel 916-329-7433 Fax 916-329-9050

1 5. WHEREAS, the Court is authorized to retain jurisdiction to enforce the Agreement  
2 pursuant to Code of Civil Procedure section 6604, upon written request of the Parties as provided in  
3 *Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-41.

4 **STIPULATION**

5 THEREFORE, it is hereby STIPULATED and jointly requested by the Parties that the Court  
6 retain jurisdiction to enforce the Agreement pursuant to Code of Civil Procedure section 664.6 and this  
7 written stipulation of the Parties, and that the Court thereafter dismiss the Action with prejudice.

8 This Stipulation may be executed in counterparts.

9 **IT IS SO STIPULATED.**

10  
11 Dated: July \_\_\_, 2017

**CALIFORNIA RURAL LEGAL ASSISTANCE, INC.**

12  
13 \_\_\_\_\_  
14 CYNTHIA L. RICE  
15 Attorneys for Plaintiffs/Petitioners Gabriel  
16 Elder, Carmen Ramirez, Mario Ramirez, Isidro  
17 Larralde, Arlene Sanders, Ruby Watson, Katina Franks  
18 and Keschel Collins

16 Dated: July \_\_\_, 2017

**GREATER BAKERSFIELD LEGAL ASSISTANCE**

17  
18 \_\_\_\_\_  
19 LYNSI ANDREAS  
20 CELIDA MIRAMONTES  
21 Attorneys for Plaintiffs/Petitioners Gabriel Elder, Carmen  
22 Ramirez, Mario Ramirez, Isidro Larralde, Arlene Sanders,  
23 Ruby Watson

21 Dated: July \_\_\_, 2017

**MEXICAN AMERICAN LEGAL DEFENSE &  
EDUCATIONAL FUND**

23  
24 \_\_\_\_\_  
25 KIP M. HUSTACE  
26 Attorneys for all Plaintiffs/Petitioners



1 Dated: July \_\_\_, 2017

**EQUAL JUSTICE SOCIETY**

2  
3 ALLISON ELGART

4 Attorneys for Plaintiffs/Petitioners Arlene Sanders,  
5 Patricia Crawford, Juan Moran, Virginia Melchor, Isidro  
6 Larralde, Gabriel Elder, Lori de Leon, Dolores Huerta  
7 Foundation, National Brotherhood Association, and  
8 Faith in Action Kern County

9 Dated: July \_\_\_, 2017

**WILSON SONSINI GOODRICH & ROSATI**

10  
11 JONI OSTLER

12 Attorneys for Plaintiffs/Petitioners Mario Ramirez, Juan  
13 Moran, Virginia Melchor, Carmen Ramirez, and National  
14 Brotherhood Association

15 Dated: July \_\_\_, 2017

16 Respectfully submitted,

17 **LOZANO SMITH**

18  
19 SLOAN R. SIMMONS

20 MARK K. KITABAYASHI

21 Attorneys for Defendants and Respondents  
22 KERN HIGH SCHOOL DISTRICT, BOARD OF  
23 TRUSTEES OF KERN HIGH SCHOOL DISTRICT,  
24 and BRYON SCHAEFER

25 **ADDITIONAL COUNSEL FOR PETITIONERS/PLAINTIFFS:**

26 LYNSDI ANDREAS (SBN 277235)  
27 CELIDA MIRAMONTES (SBN 269783)  
28 GREATER BAKERSFIELD LEGAL ASSISTANCE, INC.  
615 California Avenue  
Bakersfield, California 93304  
Telephone: (661) 325-5943  
Facsimile: (661) 325-4482  
landreas@gbla.org  
cmiramontes@gbla.org  
Attorneys for Petitioners/Plaintiffs Gabriel Elder,  
Carmen Ramirez, Mario Ramirez, Isidro Larralde,  
Arlene Sanders, Ruby Watson, and Keschel Collins

LOZANO SMITH  
1 Capitol Mall, Suite 640, Sacramento, CA 95814  
Tel 916-329-7433 Fax 916-329-9050

- 1 SAHAR DURALI (SBN 292793)  
2 REBECCA BUCKLEY-STEIN (SBN 310366)  
3 CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
4 601 High Street, Suite C  
5 Delano, CA 93215  
6 Telephone: (661) 725-4350  
7 Facsimile: (661) 725-1062  
8 sdurali@crla.org  
9 rbuckleystein@crla.org  
10 Attorneys for Petitioners/Plaintiffs Gabriel Elder, Carmen Ramirez, Mario Ramirez,  
11 Isidro Larralde, Arlene Sanders, Ruby Watson, and Patricia Crawford  
12  
13 FRANCESCA VERDIN (SBN 273464)  
14 CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
15 338 South "A" Street  
16 Oxnard, CA 93030  
17 Telephone: (805) 486-1068  
18 Facsimile: (805) 483-0535  
19 fverdin@crla.org  
20 Attorneys for Petitioners/Plaintiffs Gabriel Elder, Carmen Ramirez, Mario Ramirez,  
21 Isidro Larralde, Arlene Sanders, Ruby Watson, and Patricia Crawford  
22  
23 EVA PATERSON (SBN 67081)  
24 ALLISON ELGART (SBN 241901)  
25 EQUAL JUSTICE SOCIETY  
26 1939 Harrison Street, Suite 818  
27 Oakland, CA 94612  
28 Telephone: (415) 288-8700  
Facsimile: (510) 338-3030  
epaterson@equaljusticesociety.org  
aelgart@equaljusticesociety.org  
Attorneys for Petitioners/Plaintiffs Gabriel Elder, Isidro Larralde, Arlene Sanders,  
Patricia Crawford, Juan Moran, Virginia Melchor, Lori de Leon,  
Dolores Huerta Foundation, National Brotherhood Association, and Faith in Action Kern County  
  
THOMAS A. SAENZ (SBN 159430)  
KIP M. HUSTACE (SBN 310048)  
MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND  
634 S. Spring Street, 11th Floor  
Los Angeles, CA 90014  
Telephone: (213) 629-2512  
Facsimile: (213) 629-0266  
khustace@maldef.org  
Attorneys for all Petitioners/Plaintiffs

1 STEVEN GUGGENHEIM (SBN 201386)  
2 JONI OSTLER (SBN 230009)  
3 WILSON SONSINI GOODRICH & ROSATI  
4 Professional Corporation  
5 650 Page Mill Road  
6 Palo Alto, CA 94304-1050  
7 Telephone: (650) 493-9300  
8 Facsimile: (650) 565-5100  
9 sguggenheim@wsgr.com  
10 jostler@wsgr.com  
11 Attorneys for Petitioners/Plaintiffs Carmen Ramirez, Mario Ramirez, Juan Moran,  
12 Virginia Melchor, National Brotherhood Association, and Faith in Action Kern County  
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**[PROPOSED] ORDER**

IT IS HEREBY ORDERED, pursuant to the foregoing Stipulation of the Parties, by and through their respective counsel of record, and this Court having reviewed said Stipulation and being familiar with the record of this case, and GOOD CAUSE APPEARING THEREFORE, that the Court retains jurisdiction to enforce the Parties' Agreement pursuant to Code of Civil Procedure section 664.6, for the term set forth in the Agreement.

IT IS ALSO FURTHER ORDERED, contingent upon the Court's ordered retention of jurisdiction as set forth above, that the Action is dismissed with prejudice as to all District Defendants, with the Parties bearing their own costs and attorneys' fees except as otherwise set forth in the Agreement.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Sidney P. Chapin  
SUPERIOR COURT JUDGE

Compromise and Release Agreement

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

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

**Exhibit B**

## 2017-2018, Year 3

PBIS Awareness/Overview Training, Tiers I-III to include MTSS/Discipline Policies & Practices  
(3 hours) half day

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	75	8
Classified	400	75	5
Security	125	60	2
Police	30	15	2

Uniform Complaint Procedures (3 hours) half day

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Classified Administrators	All	TBD	TBD
Certificated Administrators	All	TBD	TBD
School Office Supervisors/Secretaries	All	TBD	TBD

Implicit Bias/Unconscious Bias (1 day for certificated and 0.5 day for classified)\*

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS	NOTES
Teachers	600	35	17 (2 days)	
Classified	400	75	5 (1 day)	
Security	125	60	2	Completed 2016-2017
Police	30	15	2	Completed 2016-2017

SOCIAL EMOTIONAL LEARNING 101 (1 day)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	85	7
Classified	400	90	4
SEL 2.0	80	80	4-6 (TBD)

RESTORATIVE PRACTICES (2 total days: 1 day for Introduction/1 day for Circles for Teachers and 1-2 days for Classified)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS	NOTES
Teachers	600	50	12	
Classified	400	75	5	
Security	125	60	N/A	We can work to create specific sessions during non-student time(s) and/or fold into sessions above when applicable
Police	30	15	N/A	We can work to create specific sessions during non-student time(s) and/or fold into sessions above when applicable
Deans	23	23	1	Summer 2017

Classroom Management/Get Curious Not Furious (1 day)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	680 (8 sites at 85 teachers each)	85	8



## 2018-2019, Year 4

PBIS Awareness/Overview Training, Tiers I-III to include MTSS/Discipline Policies & Practices  
(3 hours)-half day

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	75	8
Classified	400	75	5
Security	125	60	2
Police	30	15	2

Uniform Complaint Procedures (3 hours)-half day

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Classified Administrators	All	TBD	TBD
Certificated Administrators	All	TBD	TBD
School Office Supervisors/Secretaries	All	TBD	TBD

Implicit Bias/Unconscious Bias (1 day for certificated and 0.5 day for classified)\*

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS	NOTES
Teachers	600	35	17 (2 days)	
Classified	400	75	5 (1 day)	

SOCIAL EMOTIONAL LEARNING 101 (1 day)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	85	7
Classified	400	90	4
SEL 2.0			

RESTORATIVE PRACTICES

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	50	12
Classified	400	75	5

Classroom Management/Get Curious Not Furious (1 day)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	400	85	4

MINDshift for Leaders (1 day)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Site Administration	77	35	2
District Administration	25	1	1

## 2019-2020, Year 5

### PBIS Awareness/Overview Training, Tiers I-III to include MTSS/Discipline Policies & Practices (3 hours)-half day

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	75	8
Classified	400	75	5
Security	125	60	2
Police	30	15	2

### Uniform Complaint Procedures (3 hours)-half day

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Classified Administrators	All	TBD	TBD
Certificated Administrators	All	TBD	TBD
School Office Supervisors/Secretaries	All	TBD	TBD

### Implicit Bias/Unconscious Bias (1 day for certificated and 0.5 day for classified)\*

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS	NOTES
Teachers	600	35	17 (2 days)	
Classified	400	75	5 (1 day)	

### SOCIAL EMOTIONAL LEARNING 101 (1 day)

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	85	7
Classified	400	90	4
SEL 2.0			

### RESTORATIVE PRACTICES

AUDIENCE	TOTAL THIS YEAR	# PER SESSION	# OF SESSIONS
Teachers	600	50	12
Classified	400	75	5
Counselors	100	50	2 (deeper dive for Conferencing 1 and 2)

### Refresher Workshops/Topics 2019-2022

- MINDShift
- New Teachers/PBIS Tiers 1-2
- Restorative Practices
- CRE and Equity
- Refresher work and KHIP
- Other/TBD

\*The District's PBIS/MTSS leadership and Dr. Eyler will meet and confer with Dr. Nancy Dome regarding the planning for her training and the outcomes of such training, including with regard to integration of that training into and with the District's other PBIS and MTSS efforts, and varying that training through recommendations reached through District Expert's cycle of inquiry.

**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

**Exhibit C**

## Kern High School District Expert's Cycle of Inquiry Schedule

<b>2017-2018 School Year Schedule</b>		
Purpose	Participants	Dates (waiting on confirmation from experts)
<p><b>Focus: Status Update on Behavior Support Matrix</b></p> <p><b>Format: Collaboration (virtually)</b></p> <p><b>Content: discuss progress on development of Behavior Support Matrix</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p><b>June 2017</b> <b>Proposed Dates:</b> June 9 (10:00 PST) June 15 (12:00 PST) June 29 (10:00 PST) June 30 (10:00 PST)</p>
<p><b>Focus: Discipline Matrix and MTSS Handbook</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content:</b> Review draft and solicit input on MTSS Handbook Review draft and solicit input on Behavior Support Matrix</p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p><b>July 17, 2017</b> <b>(9:00 PST)</b></p>
<p><b>Focus: Equity Training</b></p> <p><b>Format: Collaboration (in person in Temecula)</b></p> <p><b>Content: Dr. Godsil, Dr. Dome, and CLS team work collaboratively (in person) to incorporate the following elements into existing SEL and Implicit Bias trainings: mind sciences, racial anxiety, stereotype threat, cultural competence, confer regarding community engagement forum in September</b></p>	<p>Dr. Eyler (and CLS team) Dr. Godsil Dr. Dome of EPOCH consulting Dr. Fergus</p>	<p><b>August 2, 2017</b></p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p><b>October 23, 2017</b> <b>(10:00 PST)</b></p>

## Kern High School District Expert's Cycle of Inquiry Schedule

<p><b>Content:</b> climate survey results, discipline data, MTSS implementation status/updates, Training Plan updates</p>		
<p><b>Focus:</b> Implementation Updates and Data Review</p> <p><b>Format:</b> Consultation (virtual)</p> <p><b>Content:</b> discipline data, alternative placement data, MTSS implementation status/updates, Training Plan updates</p>	<p>Dr. Eyer Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>January 26, 2017 (10:00 PST)</p>
<p><b>Focus:</b> Implementation Updates and Data Review</p> <p><b>Format:</b> Consultation (virtual)</p> <p><b>Content:</b> climate survey results, discipline data, MTSS implementation status/updates, Training Plan updates</p>	<p>Dr. Eyer Dr. Fergus Dr. Godsil – dates are all good Dr. Sprague</p>	<p>March 12, 2017 (10:00 PST)</p>



## Kern High School District Expert's Cycle of Inquiry Schedule

<b>2018-2019 School Year Schedule</b>		
Purpose	Participants	Dates
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: TFI data and action plans, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>July 2018 Date TBD by Experts (10:00 PST)</p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: climate survey results, discipline data, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>October 2018 Date TBD by Experts (10:00 PST)</p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: discipline data, alternative placement data, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>January 2019 Date TBD by Experts (10:00 PST)</p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: climate survey results, discipline data, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>March 2019 Date TBD by Experts (10:00 PST)</p>

## Kern High School District Expert's Cycle of Inquiry Schedule

<b>2019-2020 School Year Schedule</b>		
Purpose	Participants	Dates
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: TFI data and action plans, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>July 2019 Date TBD by Experts (10:00 PST)</p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: climate survey results, discipline data, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>October 2019 Date TBD by Experts (10:00 PST)</p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: discipline data, alternative placement data, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>January 2020 Date TBD by Experts (10:00 PST)</p>
<p><b>Focus: Implementation Updates and Data Review</b></p> <p><b>Format: Consultation (virtual)</b></p> <p><b>Content: climate survey results, discipline data, MTSS implementation status/updates, Training Plan updates</b></p>	<p>Dr. Eyler Dr. Fergus Dr. Godsil Dr. Sprague</p>	<p>March 2020 Date TBD by Experts (10:00 PST)</p>

Compromise and Release Agreement

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**Exhibit D**

## Administrator Checklist/Script for Waiver and Referral Process

\*Note: Because of the time that parents/guardians and students must be given to consider the Agreement Re: Waiver and Request for Referral/Transfer (“Waiver and Referral Process”), a determination of whether the site desires to offer this alternative **should be made as soon as possible**.

Administrators must use a copy of this checklist each time they go over the Waiver and Referral Process with a parent/guardian and student, checking off completion of each necessary step.

If site administrators have any question regarding the disciplinary option proposed for a given student, including the Waiver and Referral Process resulting in placement in a county community school, they should contact the Director of Pupil Personnel.

**If ELL student or non-English speaking parents/guardian involved, the Waiver and Referral Process form must be provided in English and the applicable non-English language, and all communications during the meeting must be appropriately translated into the appropriate language.**

**If a student with an IEP or 504 plan, coordinate with Program Specialist/504 Coordinator on whether a “10-day waiver” is necessary. Note, this is only applicable if the student and parent/guardian determine not to agree to the “Waiver and Referral Process.”**

**If a student with an IEP or 504 plan, and there is agreement to the Waiver and Referral Process, coordinate with Program Specialist/504 Coordinator to ensure that agreed upon alternative educational placement is appropriate under student’s IEP and/or 504 plan.**

### CHECKLIST

1. \_\_\_\_\_ Determine whether student committed offense calling for involuntary transfer to continuation high school or expulsion. **If yes, proceed to step 2.**
  2. \_\_\_\_\_ Confirm that the student’s behavior was evaluated and addressed in accordance with the District’s Behavior and Intervention Response Matrix. **If yes, proceed to step 3.**
  3. \_\_\_\_\_ Determine whether agreement to a waiver of rights and procedures (“Waiver and Referral Process”), and referral and transfer to another educational placement is a proper alternative in light of student’s violation and disciplinary history. **If yes, proceed to step 4.**
  4. \_\_\_\_\_ Contact Director of Pupil Personnel Services to obtain approval for use of Waiver and Referral Process and direction as to educational placement alternatives. **If Director approves use of Waiver and Referral Process, proceed to step 5.**
-

**AGREEMENT RE: WAIVER AND REQUEST FOR REFERRAL/TRANSFER**

**“Waiver and Referral Process”—Site Administrator Checklist and Script**

5. \_\_\_\_\_ Schedule meeting with parent/guardian and student to discuss Waiver and Referral Process alternative, preferably by day three or four, and no later than day five, following a student’s suspension (**see step 1 above**).
  
6. \_\_\_\_\_ Hold meeting with parent/guardian to discuss: (a) charges and evidence against student; and (b) disciplinary alternatives under consideration by site/District.
  - \_\_\_\_\_ Explain the disciplinary procedures applicable if the site/District was to proceed with discipline (if involuntary transfer to continuation school recommended, the process for an involuntary transfer hearing before such placement; if an expulsion is recommended, the process for an expulsion hearing and possible outcomes of that process).
  
7. If applicable, offer of Waiver and Referral Process alternative in lieu of further discipline.
  - a. \_\_\_\_\_ **If non-English speaking parents/guardians**, Waiver and Referral Process form and Education Code provision attachments must be provided in non-English language.
  
  - b. \_\_\_\_\_ **If non-English speaking parents/guardians**, interpreter must be present for meeting.
  
  - c. \_\_\_\_\_ **For purposes of explaining and discussing Waiver and Referral Process form and procedure with parent/guardian and student, and depending upon whether the student has been (1) recommended for involuntary transfer to continuation school or (2) expulsion, as well as whether the District is considering a referral to another (1) comprehensive high school, (2) KCSOS, or (3) another alternative educational program, discuss each of the following, with reference to the applicable Education Code provision attachments:**
    - \_\_\_\_\_ Discuss applicable procedures for involuntary transfer to continuation school and the possible outcomes of that process (under Education Code section 48432.5).
  
    - \_\_\_\_\_ Discuss applicable procedures for expulsion and the possible outcomes of that process (under Education Code section 48915 and 48918).
  
    - \_\_\_\_\_ Advise parent/guardian of the possibility that the student’s suspension may be extended pending expulsion or involuntary transfer process if the recommended discipline against the student proceeds, and explain on what bases the extension of suspension determination is made.
  
    - \_\_\_\_\_ Discuss applicable procedures for a voluntary agreement to attend county community school, including that such voluntary enrollment be in the best interest of the student, to a community site that is geographically accessible, and the ability of a

**AGREEMENT RE: WAIVER AND REQUEST FOR REFERRAL/TRANSFER**

**“Waiver and Referral Process”—Site Administrator Checklist and Script**

parent/guardian to rescind a voluntary transfer to community school at their discretion (under Education Code section 1981).

\_\_\_\_\_ Confirm that agreement to the Waiver and Referral Process would waive all rights associated with these options, **depending upon which are at issue** (e.g., involuntary transfer to continuation high school under Education Code section 48432.5; expulsion under Education Code sections 48915 and 48918, and the right appeal an expulsion to the County Board; and voluntary transfer to county community school under Education Code section 1981 et seq., including the ability to voluntarily rescind such a transfer and return to their comprehensive site within the District).

\_\_\_\_\_ Confirm that agreement to the Waiver and Referral Process will not result in an expulsion on the student’s education record, but will result in a non-rescindable referral/transfer to an alternative educational placement.

\_\_\_\_\_ Confirm that by agreeing to the Waiver and Referral Process that any further violation by the student of the Education Code and District discipline policies and regulations, or failure to complete the term of the prescribed and agreed upon alternative educational placement, may result in the student’s involuntary transfer to one of the District’s continuation high schools without a further hearing or completion of any other procedures.

\_\_\_\_\_ Confirm that agreement to the Waiver and Referral Process to an alternative educational placement at District comprehensive high school will result in the student’s ineligibility for extracurricular/athletic participation. Examples of such activities including but are not limited to interscholastic athletics, ASB, formal prom, etc.

\_\_\_\_\_ Advise parent/guardian that they will have 2 days within which to consider their options regarding the Waiver and Referral Process, and that they may seek advice from anyone of their choosing before deciding.

**\*Note: See Education Code provisions that accompany the Waiver and Referral Process form. Parents should be referred to the applicable code provisions at issue and directed to the relevant pages of the Education Code provisions attachment.**

8. \_\_\_\_\_ If following explanation and discussion with parent/guardian of Waiver and Referral process, parent/guardian **turns down** Waiver and Referral Process alternative outright, **proceed with other intended disciplinary alternatives.**



AGREEMENT RE: WAIVER AND REQUEST FOR REFERRAL/TRANSFER

“Waiver and Referral Process”—Site Administrator Checklist and Script

9. \_\_\_\_\_ If following explanation and discussion with parent/guardian of Waiver and Referral process and completion of the accompanying script, parent/guardian **are interested in/agree to** Waiver and Referral process, complete the following:

**(Again, if ELL student or non-English speaking parents/guardian involved, the Waiver and Referral Process form must be provided in English and the applicable non-English language, and all communications during the meeting must be appropriately translated into the appropriate language.)**

- a. \_\_\_\_\_ Ask parent/guardian and student to read the Waiver and Referral Process form.
- b. \_\_\_\_\_ Once parent/guardian and student have completed reading the Waiver and Referral Process form in full, ask if they have any questions regarding the Waiver and Referral Process form or procedure.
- \_\_\_\_\_ Consider educational benefit of referral for student and discuss those benefits
- \_\_\_\_\_ Consider geographic location of community school and accessibility to same by student, parent/guardian.
- \_\_\_\_\_ Consider whether classroom space availability for student at referred-to community school.
- c. \_\_\_\_\_ Answer any questions raised by parent/guardian and student regarding the Waiver and Referral Process form and procedure. (Keep notes of pertinent questions asked and answered during this step.)
- d. \_\_\_\_\_ Ask parent/guardian if they would like to seek advice from anyone of their choosing before deciding whether to agree to and sign the Waiver and Referral form, or additional time to consider the Waiver and Referral Process option (including to read through the Education Code attachments accompanying the Waiver and Referral Process form).
- e. \_\_\_\_\_ If parent/guardian desire to seek such advice, offer them 2 days to seek advice or otherwise consider the Waiver and Referral Process alternative, and schedule a second meeting in 2 days for parent/guardian to indicate their final decision. **If this occurs, proceed to step 11.**
- f. \_\_\_\_\_ If parent/guardian desire to agree to the Waiver and Referral process at the meeting, obtain signatures of parent/guardian, student, school Principal, involved School Dean, and Director of Pupil Personnel Services.

**AGREEMENT RE: WAIVER AND REQUEST FOR REFERRAL/TRANSFER**

**“Waiver and Referral Process”—Site Administrator Checklist and Script**

10. \_\_\_\_\_ **At second meeting following 2-day period for parent/guardian to seek advice and otherwise consider Waiver and Referral Process alternative (see step 9.d. and 9.e.), follow step 8 or step 9.f. as appropriate.**
11. \_\_\_\_\_ **If parent/guardian and student agree to Waiver and Referral Process alternative:**
  - a. \_\_\_\_\_ Explain to parent/guardian next steps for enrollment of student in alternative educational placement agreed to under Waiver and Referral form;
  - b. \_\_\_\_\_ Confirm with clarity necessary contact numbers to enroll student in alternative placement as soon as possible;
  - c. \_\_\_\_\_ Ask if parents/guardian or student have any further questions regarding the Waiver and Referral Process form, procedure, requirements and consequences.
  - d. \_\_\_\_\_ Take all necessary steps to ensure receiving alternative educational placement is prepared for enrollment of student.
12. **Additional Considerations in Administrator’s Discretion**
  - a. \_\_\_\_\_ Site administrators, on a case-by-case basis and consultation with “PBIS site teams,” may determine whether to permit a student’s alternative educational placement to end at an earlier date, based upon a reevaluation of the student’s conduct and other relevant rehabilitative factors.
  - b. \_\_\_\_\_ Consistent with the District’s Behavior and Intervention Response Matrix, students with a history of transfers will continue to be entitled to a deliberative discipline process which includes an administrative review of evidence and individualized interventions based on evidence.