

EXHIBIT 2

CLASS ACTION SETTLEMENT AGREEMENT

1. INTRODUCTION

- 1.1. This Settlement Agreement (“Agreement”) is entered into by Plaintiffs T.G., and P.P., by and through his guardian, Rebecca P., individually and on behalf of themselves (collectively, “Plaintiffs”) and a class of persons similarly situated as well as between the Kern County Superintendent of Schools and Superintendent Mary C. Barlow (collectively “KCSOS”), in her official capacity.
- 1.2. KCSOS and Plaintiffs shall be referred to individually as a “Party” and jointly as the “Settling Parties.”
- 1.3. This Agreement operates in conjunction with the related Kern Court Schools Implementation Plan (“Implementation Plan”), attached hereto as **Exhibit A**, that is hereby fully incorporated into this Agreement by reference herein.

2. DEFINITIONS

- 2.1. The following definitions will apply to the terms of this Agreement and any Exhibit incorporated by reference herein, including the Kern Court Schools Implementation Plan. The following definitions are intended to be interpreted consistent with state and federal disability laws. Unless explicitly stated to the contrary, any term not expressly defined in this Section or elsewhere in this Settlement Agreement or the Implementation Plan that has an expressly defined meaning under state and federal disability laws shall have the meaning ascribed to it by current statute.
- 2.2. “Facilities” means all Kern County Juvenile Facilities operated by the Kern County Probation Department and shall include the James G. Bowles Juvenile Hall (including Pathways Academy and Furlough Treatment and Rehabilitation Services), the Larry J. Rhoades Crossroads Facility, and Camp Erwin Owen.
- 2.3. “Facility Schools” means all schools operated at the Facilities.
- 2.4. “Days” refers to calendar days unless otherwise specified.
- 2.5. “Plaintiff Class” means all youth with mental health, behavioral, learning, intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and/or Individuals with Disabilities Education Act who are currently detained, or who will be detained during the Monitoring Term (defined in Section 6.1.1, below), at the Kern County Juvenile Facilities (Juvenile Hall, Crossroads, and Camp Erwin Owen)
- 2.6. “Probation Defendants” means The County of Kern, Kern County Probation Department, and Probation Chief TR Merickel, in his official capacity.
- 2.7. “Schools Defendants” means the Kern County Superintendent of Schools and Superintendent Mary C. Barlow, in her official capacity.

- 2.8. “Settling Parties” means Plaintiffs, Plaintiff Class, and Schools Defendants.
- 2.9. “All Parties” means the Settling Parties and the Probation Defendants.
- 2.10. “Effective Date” means the date the Court grants approval of this Agreement.
- 2.11. “Execution Date” means the date the Settling Parties execute this Agreement.
- 2.12. “Plaintiffs’ Counsel” means Disability Rights California (“DRC”) and Disability Rights Advocates (“DRA”).
- 2.13. “Agreement” or “This Agreement” shall refer to this agreement and any and all exhibits or attachments to this agreement.

3. **PROCEDURAL HISTORY**

- 3.1. Beginning in early 2017 and extending through February of 2018, Disability Rights California and Disability Rights Advocates investigated the conditions of confinement and education practices affecting youth with disabilities in the Facilities.
- 3.2. On February 21, 2018, Plaintiffs’ Counsel released a public report (the “Report”) concerning the conditions of confinement and education practices in the Facilities.
- 3.3. Also on February 21, 2018, Plaintiffs filed an action in the United States District Court for the Eastern District of California against Schools Defendants and Probation Defendants (*T.G. et al. v. Kern County et al.*, Case No. 18-CV-00257-JLT (the “Lawsuit”)), alleging violations of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (“ADA”), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.* (“Rehabilitation Act”), the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. § 1400 *et. seq.* (“IDEA”), California Government Code Section 11135, and the California Education Code. Probation Defendants are not a party to this Agreement.
- 3.4. On March 8, 2018, All Parties stipulated to request that the Court stay the Lawsuit while All Parties engaged in structured negotiations. The Court granted this stay.
- 3.5. Pursuant to the structured negotiations agreement signed by All Parties, Schools Defendants agreed to retain experts in: (a) the IDEA, the ADA and the Rehabilitation Act; (b) California state education law requirements pertaining to persons with disabilities; and (c) the operation of schools inside of juvenile halls. These experts were hired to evaluate the claims in Plaintiffs’ Lawsuit and Report. After arms-length negotiations, Plaintiffs and Schools Defendants selected Peter Leone, Ph.D., and Judy Elliott, Ph.D. (“Education Experts”) as the evaluating experts.
- 3.6. From May 21 through 25, 2018, the Education Experts conducted on-site inspections at the Facilities and Facility Schools. Among other things, the experts met with school administrators, teachers, and youth at the facilities, and requested and reviewed

documents and information pertaining to the education provided to youth detained in the Facilities.

- 3.7. The Education Experts provided a written report and recommendations to the Settling Parties containing their findings and evaluation of the education-related issues in the Facilities and Facility Schools as they relate to the above-captioned matter, along with recommended changes to policies, practices, and procedures at those facilities.
- 3.8. Per the conditions imposed by the Court for the stay of litigation to remain in effect, All Parties submitted joint status reports every 120 days between February 2018 and the present. These joint status reports were filed on July 10 and November 7, 2018, and March 8 and July 3, 2019. The Court lifted the stay of litigation on August 1, 2019. This Agreement and a corresponding agreement with the Probation Defendants will be presented to the Court on or before August 30, 2019, by way of a stipulated or joint Motion for Preliminary Approval of the Settlement Agreement.

4. **NATURE AND EFFECT OF SETTLEMENT**

4.1. **Settlement Purpose and Scope.**

- 4.1.1. The Settling Parties have the mutual goal of settling this action to avoid additional protracted and expensive litigation.
- 4.1.2. The Settling Parties now wish to effectuate a complete resolution and settlement of all claims, disputes, and controversies relating to Plaintiffs' allegations, and to resolve their differences and disputes by settling the Lawsuit.
- 4.1.3. Plaintiffs believe that a resolution of their claims, as set forth in this Agreement, accomplishes the goals reasonably achievable through litigation of their claims.
- 4.1.4. The Settling Parties stipulate that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). The Settling Parties further stipulate and agree that the prospective relief in this Agreement is narrowly drawn, extends no further than necessary to correct the alleged violations of federal rights agreed to by the parties, is the least intrusive means necessary to correct those alleged violations, and will not have an adverse impact on public safety or the operation of a criminal justice system.
- 4.1.5. To that end, upon final approval by the District Court of this Agreement ("Effective Date"), the Settling Parties will jointly request dismissal of the Kern County Superintendent of Schools and Superintendent Mary C. Barlow, in her official capacity, from the Lawsuit. The Court will retain jurisdiction over the litigation only as set forth in Section 10 of this Agreement to enforce this Agreement and resolve any disputes arising under the Agreement. Any motions filed as to the Probation Defendants are not covered or affected by this Agreement.

4.2. Settlement on a Class Basis

4.2.1. The Settling Parties hereby stipulate to certification of a “Settlement Class” as follows: all youth with mental health, behavioral, learning, intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and/or Individuals with Disabilities Education Act who are currently detained, or who will be detained during the Monitoring Term (defined in Section 6.1.1, below), at the Kern County Juvenile Facilities (Juvenile Hall, Crossroads, and Camp Erwin Owen). The Settling Parties will jointly move for the certification of the Settlement Class as part of the Parties’ Motion for Preliminary Approval of the Settlement Agreement.

4.3. Exhibits

4.3.1. The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part hereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

4.4. No Admission of Liability

4.4.1. Schools Defendants deny any liability to Plaintiffs and Plaintiff Class. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Schools Defendants that they have violated any State or federal disability laws. Notwithstanding any other provisions in this Section, Schools Defendants agree that Plaintiffs are the prevailing parties for purposes of reasonable attorneys’ fees and costs.

5. SETTLEMENT RELIEF

5.1. Implementation of Education Experts’ Recommendations

5.1.1. Schools Defendants have agreed to make most of the changes recommended by the Education Experts in their Report. Schools Defendants will implement the Education Experts’ recommended reforms and changes according to the Kern Court Schools Implementation Plan appended as **Exhibit A** in the manner described therein.

5.2. Coordination and Cooperation with Other Authorities

5.2.1. Schools Defendants shall use best efforts when implementing the Implementation Plan and engaging in subsequent monitoring to coordinate and cooperate with other authorities operating in and providing services at the Facilities and Facilities’ Schools, including but not limited to Probation Defendants, Kern Behavioral Health

and Recovery Services, including Juvenile Probation Psychiatric Services (“JPPS”), and all contracted mental health services providers.

6. **MONITORING**

6.1. **Retention of a Monitoring Expert**

6.1.1. Schools Defendants shall retain and fund a Monitoring Expert to monitor their compliance with Section 4 above for a period of three (3) years from the Execution Date (“Monitoring Term”).

6.1.2. In order to serve as the Monitoring Expert, the person(s) or entity selected to fill the role must enter into an agreement with Schools Defendants that allows the Monitoring Expert to have complete access to staff and youth records (except any individual student’s counseling, therapy, or psychological service notes that are not part of the student’s education record) and requires the Monitoring Expert to maintain the confidentiality of those records as required by the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). If the chosen Monitoring Expert refuses to sign such an agreement, the Settling Parties will utilize the process outlined in Section 6.1.4 to select a new Monitoring Expert.

6.1.3. The Settling Parties have mutually agreed upon Judy Elliott, Ph.D., as the Monitoring Expert.

6.1.4. Should Dr. Elliott become incapacitated or unable to fulfill her duty to continue to monitor compliance with the terms of relief outlined in Exhibit A, the Settling Parties shall jointly select a substitute Monitoring Expert as follows:

6.1.4.1. The Settling Parties will meet and confer for a period not to exceed two calendar weeks from the date they have been notified of the Monitoring Expert’s incapacity to determine whether the Settling Parties can reach agreement on a mutually acceptable substitute Monitoring Expert.

6.1.4.2. In the event the Settling Parties cannot agree on a mutually acceptable substitute Monitoring Expert, each Party will select one expert and those experts (the “Selection Experts”) will meet to select a third expert. This third expert shall be the substitute Monitoring Expert, who will then serve as the new Monitoring Expert for remainder of the monitoring period of this Agreement. The Settling Parties shall pick Selection Experts within two weeks of the end of the time period provided for in Section 6.1.4.1. above, and the Selection Experts shall have 30 days from the date of their selection to appoint the substitute Monitoring Expert.

6.1.4.3. In the event that a substitute Monitoring Expert becomes incapacitated or unable to fulfill his/her duties, the Settling Parties shall use this section (6.1.4) to choose another substitute Monitoring Expert.

6.2. Duties of Monitoring Expert

6.2.1. The Monitoring Expert shall be given full and reasonable access throughout the Term of the Agreement (see Section 8, below) to any and all information she deems necessary to assist in conducting the review of the Implementation Plan and monitoring Schools Defendants' progress in implementing that Implementation Plan. The Monitoring Expert shall have access to Schools Defendants' personnel and documents, including at least all of the following:

6.2.1.1. The Monitoring Expert shall have full and unfettered access to the Facility Schools and the areas in which the Schools Defendants operate, including, but not limited to the ability to observe classroom time, movement to and from classes, and any other portion of the school day, and all other activities conducted by Schools Defendants' staff. Subject to any necessary safety and security conditions, the Monitoring Expert shall be able to observe and move about the Facility Schools unaccompanied by Schools Defendants' staff at the Monitoring Expert's discretion.

6.2.1.2. The Monitoring Expert shall have the ability to talk with, consult with, and interview staff and providers at Facility Schools, including, but not limited to teachers, administrators, counselors, and related service providers, whether independent contractors or employed directly by Schools Defendants. Schools Defendants shall ensure that any contracts, agreements, or MOUs with independent contractors provides for this access by the Monitoring Expert if and as necessary to facilitate this provision.

6.2.1.3. The Monitoring Expert shall have the ability to observe youth in and across all settings, except during youth's individual counseling services.

6.2.1.4. The Monitoring Expert shall have access to all school records including, but not limited to, lesson plans, caseloads, daily schedules, Career and Technical Education programming, staff development and training materials and logs, disciplinary reports and records, Individualized Education Programs, Section 504 Plans, creation and implementation of behavior plans, any grievances or other complaints received by Schools Defendants regarding the subject matter of this Agreement, and any other records the Monitoring Expert deems necessary to measure progress and/or determine compliance with the Kern Court Schools Implementation Plan.

6.2.1.5. The Monitoring Expert shall be allowed to conduct written surveys of youth detained in the Juvenile Hall, Crossroads, or Camp Erwin Owen and to speak with small groups of students as needed. Youth shall be permitted to provide feedback and information to the Monitoring Expert and the Monitoring Expert shall not be precluded from having informal conversations with youth during visits to the Facilities which naturally arise as a result of incidental contact.

6.2.1.6. The Monitoring Expert shall be given access to any other information including but not limited to documents and persons that she deems necessary to ascertain progress on and compliance with the Implementation Plan.

6.2.2. The Monitoring Expert will prepare periodic reports that will evaluate the extent to which Schools Defendants have successfully implemented substantive provisions of the Implementation Plan and any plans to effectuate its terms, and recommend specific actions the Monitoring Expert believes Schools Defendants must make to achieve compliance with the Implementation Plan.

6.2.2.1. The Monitoring Expert will provide a copy of each monitoring report, along with a summary listing of any and all materials relied upon by the Monitoring Expert in drafting such a report with any confidential information which would reveal the identity of a minor redacted, to the Settling Parties.

6.2.2.2. The Settling Parties will have twenty-one (21) days to make written comments or objections to the Monitoring Expert report. The Monitoring Expert shall have twenty-one (21) days to respond to the Parties' comments or objections by issuing a final report.

6.2.2.3. The monitoring reports will be provided throughout the Monitoring Term on a quarterly basis for the first year of the Monitoring Term and on a semi-annual basis thereafter. At the conclusion of the Monitoring Term, the Monitoring Expert shall issue a final report regarding Schools Defendants' compliance with and completion of the terms of the Kern Court Schools Implementation Plan.

6.3. Duties of Plaintiffs' Counsel During Monitoring Period

6.3.1. Plaintiffs' Counsel shall review each monitoring report that is issued, and provide feedback, if any, in writing to the monitoring expert and copy Schools Defendants' counsel on that feedback. Plaintiffs' Counsel shall also perform at least one monitoring visit during the term of the Agreement (see Section 8, below). Plaintiffs' Counsel and Schools Defendants' Counsel shall mutually agree on the date for the monitoring visit and both Plaintiffs' and Schools Defendants' Counsel shall be present for the monitoring visit.

6.4. Attorney's Fees and Costs for Monitoring Period

6.4.1. Schools Defendants will pay Plaintiffs' Counsel reasonable fees and costs for work performed in conjunction with monitoring of this Agreement in accordance with Section 13, below.

7. DISPUTE RESOLUTION

7.1. Disability Rights Advocates and Disability Rights California, as counsel for the Plaintiffs and the Plaintiff Class, shall have standing to enforce the terms of this Agreement during the Term of the Agreement.

7.2. All disputes concerning the interpretation, implementation, modification pursuant to Section 13.2, monitoring, and compliance with this Agreement, shall be resolved as follows:

7.2.1. Notification in Writing: Any Settling Party's dispute concerning the interpretation, implementation, monitoring, modification pursuant to Section 13.2, and compliance with this Agreement shall be brought in writing to the attention of the other Settling Parties.

7.2.2. Meet and Confer: Unless otherwise agreed to by the Settling Parties, with respect to any particular dispute concerning the interpretation, implementation, modification pursuant to Section 13.2, monitoring, and compliance with this Agreement, the Settling Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised in writing by one of the Settling Parties to discuss and try to resolve such dispute.

7.2.3. Submission to Magistrate for Mediation: Failing a resolution by the Settling Parties or upon a failure to timely meet and confer, any Settling Party may agree to submit the dispute to the assigned Magistrate Judge for mediation. The Settling Parties may submit the dispute to the assigned Magistrate Judge within thirty (30) days of meeting and conferring, who shall have the authority to assist the Settling Parties in resolving the dispute but who shall not have the authority to direct any Settling Party to take or refrain from taking any action or to render decisions. The mediation shall be held and completed within forty-five (45) calendar days of submission unless the assigned Judge's calendar will not allow for such scheduling. In such an instance, the mediation shall be scheduled as soon as practicable.

7.2.4. Submission to Court: Failing resolution of a dispute with the mediator, any Settling Party may, within thirty (30) days of the unsuccessful mediation, submit the issue to the District Court for decision. Any court order issuing as a result of such a submission may be subject to appeal in accordance with applicable law.

7.3. Fees and costs incurred in the resolution of any disputes according to this Section will be awarded in accordance with the standards set forth in *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

8. **TERM OF AGREEMENT**

8.1. This Agreement shall remain in effect from the Execution Date until the completion of the Monitoring Term and issuance of the final monitoring report ("Term of the Agreement").

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9. **PROCEDURE FOR CLASS SETTLEMENT**

9.1. **District Court Approval.**

9.1.1. This Agreement shall be subject to District Court approval. However, nothing in this Agreement shall be deemed to authorize the District Court to change or vary any of its terms.

9.2. **Preliminary Approval by the District Court of the Settlement Agreement.**

9.2.1. Counsel for the Settling Parties agree that they will take all reasonable steps to ensure that this Agreement is approved by the District Court and becomes effective. Specifically, by August 30, 2019, the Settling Parties shall (1) jointly file the Agreement, including the attached Exhibits, with the Court, (2) jointly move for Preliminary Approval of this Agreement and Certification of a Settlement Class in the District Court, and (3) request entry by the Court on the earliest date acceptable to the Court of the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Certifying Settlement Class; Directing Issuance of Settlement Notice; and Scheduling of Hearing on Final Approval.

9.3. **Class Action Fairness Act ("CAFA").**

9.3.1. Within ten (10) days of the date that this Agreement is filed in the District Court for Preliminary Approval, Schools Defendants will provide the Notice of this Settlement Agreement as required by the CAFA (28 U.S.C. § 1715(b)) to the U.S. Attorney General, the California Attorney General's Office, and/or any other necessary parties.

9.4. **Notice to Plaintiff Settlement Class Members.**

9.4.1. All Parties shall jointly request that the Court approve a Notice of Proposed Settlement of Class Action Lawsuit ("Notice") with the Motion for Preliminary Approval. To facilitate the ease of public access to information regarding the full resolution of the above-referenced litigation and unless ordered otherwise by the Court, this Notice shall address both this Agreement and the corresponding agreement between Plaintiffs and the Probation Defendants.

9.4.1.1. The Notice shall include: (1) A brief statement of the claims released by the Class; (2) the date of the hearing on the Final Approval of the Agreement with a clear statement that the date may change without further notice to the class; (3) the deadline for submitting objections to the Agreement; (4) contact information for Plaintiffs' Counsel to answer questions, including whom to contact for questions in languages other than English; (5) the address for Plaintiffs' Counsel website with links to relevant documents in the case; (6) instructions on how to access the case docket via PACER or in person at the court's locations; and (7) how and where any objections should be submitted. It shall be drafted to be readable at a ninth-grade reading level. Following the

Court's approval of the Notice, Plaintiffs will translate the approved Notice into Spanish and provide both copies to the Schools Defendants and Probation Defendants for publication pursuant to their respective agreements. The Notice shall be published as stated herein in both English and Spanish, which are the predominant languages within the County of Kern.

- 9.4.1.2. Within 30 days after Preliminary Approval, Schools Defendants shall coordinate with Probation Defendants to distribute a copy of the Notice to all youth currently at the Juvenile Hall, Crossroads, or Camp Erwin Owen, and mail a copy to those youths' respective parents and/or guardians of record, if such youth is under the age of 18, and to the conservator of any conserved youth over the age of 18. If Probation or the State is the guardian of record, a copy of the Notice shall also be mailed to the applicable youth's juvenile counsel of record. The outside front of the envelope or mailing surface shall clearly be printed with the phrase "IMPORTANT SETTLEMENT DOCUMENTS ENCLOSED" in both English and Spanish. The Notice shall be mailed in a stand-alone mailing via First Class U.S. Mail. Schools Defendants and Probation Defendants may utilize the services of a third-party vendor who specializes in the service of class action notices to accomplish this mailing.
- 9.4.1.3. Plaintiffs' Counsel and Schools Defendants shall each post on the front page of their respective websites a copy of the Notice of Proposed Settlement of Class Action Lawsuit in both English and Spanish and the proposed Agreement until the deadline for submitting objections has passed. Following final approval, Plaintiffs' Counsel and Schools Defendants shall each post a copy of the final Agreement on their respective websites until the end of the Monitoring Term.
- 9.4.1.4. Schools Defendants shall post the Notice in each classroom at each of the Facility Schools. Schools Defendants shall coordinate with the Probation Defendants to ensure the Notice is also posted in the visitor areas, entrance lobby of Juvenile Hall, Crossroads, and Camp Erwin Owen, as well as in a prominent place on each active housing unit within the Facilities. Schools Defendants and Probation Defendants shall also mail the Notice to the Kern County Juvenile Court Judges, the Kern County Public Defender's Office, the Kern County Behavioral Health and Recovery Services, the Kern County Indigent Criminal Defense Panel, the Kern County Department of Human Services – Child Welfare Division, and the Kern County District Attorney's Office. The posted Notices shall remain in place until the deadline for submitting objections has passed.
- 9.4.1.5. Nothing in this Agreement shall bar any Party from further distribution of the Notice at their own expense.

9.4.1.6. Schools Defendants and Probation Defendants shall bear equally all costs for publication of the Notice in a manner agreed upon herein and in the corresponding agreement between Plaintiffs and the Probation Defendants and/or ordered by the District Court.

9.4.1.7. At least fourteen (14) days before the Fairness Hearing described below, both counsel for Schools Defendants and Plaintiffs' Counsel will provide a declaration to the District Court attesting that the Notice was disseminated in a manner consistent with this Agreement.

9.5. Fairness/Final Approval Hearing.

9.5.1. The Settling Parties shall jointly request that the District Court schedule and conduct a Fairness Hearing to address the fairness of this Agreement settling Plaintiffs' and Plaintiff Class claims against Schools Defendants and to decide whether there shall be Final Approval of the settlement embodied in this Agreement. At the Fairness Hearing, the Settling Parties shall jointly move for and recommend certification of the Class and Final Approval of this Agreement. The Fairness Hearing shall take place at a date allowing for such period of Notice to the Class as the District Court may direct, and in accordance with 28 U.S.C. § 1715.

9.6. Dismissal of the Lawsuit.

9.6.1. Upon Final Approval of the Settlement Agreement, the District Court shall dismiss the Lawsuit with prejudice subject to the Court retaining jurisdiction as detailed in Section 10 of this Agreement.

10. RETENTION OF DISTRICT COURT JURISDICTION

10.1. The District Court shall retain jurisdiction over this matter for enforcement and dispute resolution, including enforcement of any award of attorneys' fees and costs, and challenges to any monitoring report or any other disputes between the Settling Parties pursuant to Section 7 of this Agreement.

11. RELEASE OF CLAIMS FOR INJUNCTIVE RELIEF

11.1. Subject to the District Court's retention of jurisdiction, Plaintiffs and the Plaintiff Class, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, do fully and finally release, acquit, and discharge Schools Defendants from the Released Injunctive Claims as defined below.

11.2. The "Released Injunctive Claims" are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, for injunctive or declaratory relief, that have been brought in the Lawsuit under the ADA, Rehabilitation Act, IDEA, and/or state laws arising from February 21, 2016, through the Term of the Agreement brought against Schools Defendants. The Released Injunctive Claims do not include any claims for compensatory education or individual due process claims arising under the

IDEA or Section 504, any claims for reasonable accommodations related to physical access, communication access, and/or accommodations otherwise relating to hearing, vision and/or mobility disabilities arising under the ADA or Section 504, or any monetary claims that may exist under any relevant laws. Released Injunctive Claims do not include any claim to enforce the terms of this Agreement. Released Injunctive Claims do not include claims against Probation Defendants.

- 11.3. Plaintiffs and the Plaintiff Class, and each of them, represent and warrant that they have not assigned, sold, conveyed or otherwise transferred any of their rights, titles or interests in any of the Released Injunctive Claims.

12. INDIVIDUAL RELIEF FOR T.G and P.P.

- 12.1. School Defendants will provide Plaintiffs T.G. and P.P. each with an agreed upon amount of funding for compensatory education services to resolve their individual claims under the Individuals with Disabilities Education Act and related laws. The amount of compensatory education, terms of provision, and corresponding additional waivers of individual claims are memorialized in separate agreements between the Schools Defendants and Plaintiffs, individually. To protect the identities of the Plaintiffs, the Settling Parties agree that to request that those agreements be submitted to the Court for review under seal.

13. ATTORNEYS' FEES AND COSTS

- 13.1. Plaintiffs and Plaintiffs' Counsel, including the firms of Disability Rights Advocates and Disability Rights California, maintain a claim for attorneys' fees or costs in connection with the Lawsuit which the Settling Parties are in the process of negotiating for purposes of settlement.

With respect to attorneys' fees and costs that Plaintiffs incurred from the inception of this matter to Final Approval (excluding those fees and costs arising as a result of Plaintiffs' Counsel's duties during the monitoring period described in Section 6 and resolving any disputes pursuant to Section 7), and the payment thereof by the Schools Defendants, the Parties agree to the following as a complete resolution of the issue.

- 13.1.1. **Plaintiffs Are Prevailing Parties.** KCSOS agrees that, conditioned upon the District Court granting Final Approval of this Settlement Agreement and issuing a Judgment in accordance with section 9.6 that becomes Final, Plaintiffs are prevailing parties for purposes of awarding reasonable attorneys' fees, expenses, and costs.

- 13.1.2. Plaintiffs and Schools Defendants are continuing to negotiate the amount of reasonable attorneys' fees, expenses, and costs that Schools Defendants shall pay to Plaintiffs' Counsel. To that end, the Parties shall use the following procedure:

- 13.1.2.1. Within fourteen (14) days after the Court preliminarily approves this Agreement and certifies the settlement class, Plaintiffs' Counsel shall provide counsel for Schools Defendants with complete billing records that Plaintiffs' Counsel would submit to the Court pursuant to a motion for approval.
 - 13.1.2.2. Thereafter, Plaintiffs and Schools Defendants will continue to negotiate in good faith to attempt to agree upon the total amount of reasonable attorneys' fees, expenses and costs that Schools Defendants agrees to pay Plaintiffs' Counsel, subject to Court approval.
 - 13.1.2.3. Plaintiffs will move or apply for approval by the District Court of the reasonable attorneys' fees, expenses, and costs incurred by Plaintiffs' Counsel, pursuant to Rule 23(h) of the Federal Rules of Civil Procedure.
 - 13.1.2.3.1. In the event that Plaintiffs and Schools Defendants cannot agree upon an amount of reasonable attorneys' fees, expenses, and costs to be paid to Plaintiffs' Counsel, Schools Defendants reserve the right to oppose the amount of reasonable attorneys' fees, expenses, and costs to be awarded to Plaintiffs for work performed up to Final Approval.
 - 13.1.2.3.2. In the event that Plaintiffs and Schools Defendants agree upon an amount of reasonable attorneys' fees, expenses, and costs to be paid to Plaintiffs' Counsel, Schools Defendants waive any right to oppose the amount of reasonable attorneys' fees, expenses, and costs. Plaintiffs agree that they shall request that the Court approve the agreed to amount of reasonable attorneys' fees, expenses, and costs.
 - 13.1.3. Schools Defendants will pay the amounts awarded by the District Court after: (i) the District Court has issued a written order granting Final Approval of this Settlement Agreement; (ii) the Judgment has become Final; and (iii) the District Court has approved an award of attorneys' fees, expenses, and costs in response to Plaintiffs' motion or application for reasonable attorneys' fees, expenses, and costs. Plaintiffs and Schools Defendants reserve the right to appeal the District Court's order on attorneys' fees, expenses, and costs.
- 13.2. The School Defendants' payment of the amounts awarded by the District Court for reasonable attorneys' fees, expenses, and costs is in full and complete satisfaction of any and all claims for attorneys' fees, expenses, and costs incurred by Plaintiffs and Plaintiffs' Counsel in this action through the date of Final Approval.
- 13.3. Schools Defendants shall pay Plaintiffs' attorneys' fees and costs for future work performed during monitoring period pursuant to Section 6 as determined by the Parties through a negotiated fee resolution, subject to Court approval, or as ordered by the Court in the event that the Settling Parties do not reach a negotiated agreement.
- 13.4. Payment of attorneys' fees and costs pursuant to Sections 13.1 through 13.6 of this Agreement shall not prevent Plaintiffs from seeking additional fees by motion to the

Court in connection with fees incurred during monitoring this Agreement, or with any future disputes between the parties, as referenced in Section 7 of this Agreement.

13.5. Payment drafts shall be made payable to Disability Rights Advocates and shall be delivered to 2001 Center Street, Berkeley, California 94704 for appropriate distribution.

13.6. The obligation of Schools Defendants to make payment pursuant to Sections 13.1 through 13.6 of this Settlement Agreement shall be discharged upon the certified mailing or personal delivery of valid checks in the amounts indicated to the address of the payee designated in Section 13.5 of this Agreement and upon receipt, Plaintiffs' Counsel shall notify Schools Defendants' counsel when payment has been received within ten (10) business days.

14. **OTHER MATTERS**

14.1. **Entire Agreement.**

14.1.1. This Agreement and its exhibits contain all the agreements, conditions, promises, and covenants between Plaintiffs and Schools Defendants regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

14.2. **Modification.**

14.2.1. This Agreement and any exhibits can only be amended by written agreement of the Settling Parties. Following Final Approval of the Agreement by the District Court, no modification of this Agreement shall be effective unless it is made pursuant to court order.

14.3. **Drafting of this Agreement.**

14.3.1. This Agreement is deemed to have been drafted by the Settling Parties hereto, as a result of arm's length negotiations among the Settling Parties. Whereas all Settling Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Settling Party than another.

14.4. **Execution by Facsimile and in Counterparts.**

14.4.1. This Agreement may be executed by the Settling Parties hereto by facsimile and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

14.5. **Interpretation**

14.5.1. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Settling Parties. The headings in

this Agreement are solely for convenience and shall not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms “and” and “or” shall mean “and/or.” This Agreement is the product of negotiations and joint drafting so that any ambiguity shall not be construed against any Settling Party.

14.6. **Additional Documents**

14.6.1. To the extent any documents are required to be executed by any of the Settling Parties to effectuate this Agreement, each Settling Party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

14.7. **Severability**

14.7.1. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

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14.8. **Authority to Bind**

14.8.1. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Schools Defendants and Plaintiffs.

14.8.2. The Settling Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily, and with a full understanding of its terms. The Settling Parties acknowledge that they have consulted with counsel of their own choosing concerning this Agreement and that they were given reasonable time to review and consider the terms of this Agreement.

14.8.3. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, the Settling Parties of this Agreement.

Plaintiffs:

"T.G."

T.G.

Date: 8-30-19

Schools Defendants:

Kern County Superintendent of Schools

By: Mary C. Barlow (on behalf of KCSOS and
herself, in her official capacity)
Title: Superintendent of Schools

Date: _____

**"P.P.", signed on his behalf by his
Guardian "Rebecca P."**

Rebecca P.

Date: 8-30-19

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herself, in her official capacity)
Title: Superintendent of Schools

Date: 8/30/19

EXHIBIT A

Court School Implementation Plan

Recommendation	Central	Camp Owen	Redwood
1.1 Develop an intake classroom at Juvenile Hall to which all youth are assigned during their initial detention. Use the intake classroom to assess students' needs. Provide basic instruction in literacy, numeracy, and current events, and determine prior school history, special education eligibility, and identify English learners and respective instructional needs.	Description of implementation: - New students only - Research Special Education/504 eligibility - STAR Assessment - Rule Sessions Youth Handbook and school rules - Literacy & Numeracy instruction via online and direct instruction. - Medical Screening - Base Ed (SEL) - Room # TBD Additional Resources as needed: - Additional teacher - Additional paraprofessional - Curriculum and Technology Associated Costs: \$100,000 teacher \$50,000 para \$5000 curriculum/tech	Description of implementation: N/A Additional Resources Needed: Associated Costs: 	Description of implementation: N/A Additional Resources Needed: Associated Costs:
Benchmarks - Post Teacher/Para Position by May 2019 - Identify classroom physical space by June 2019 - July 2019 - Hire Teacher and Para - July 2019 - Plan and develop classroom			
Timeline August 2019 - Open Intake Classroom			
Person(s) Responsible - Program Administrator - Carlos Rojas - Site Principal - Kim Herrera			
Evidence - Establishment of the intake classroom - Establishment of written procedures, practices for the intake classroom - Hiring and/or restructure current personnel to staff the intake classroom (teacher and para) - Scope and sequence of instructional materials			

- Memo / meeting notes with probation regarding goals and purpose of intake class (e.g., to reduce interruptions in the regular classroom schedule)
- MOU from establishing the purpose and agreed upon practices of the intake classroom. (Written protocol establishing not MOU)

Notes (Description)

The purpose of the intake classroom is to provide a transition placement for students. During this temporary placement, students' services will focus on determining appropriate placement for instruction to include intervention or enrichment levels. Mental health, probation and medical staff will have access to students for assessments without interruption to the regular classroom schedule. Students will continue working with literacy and numeracy skills through current event resources. Maximum enrollment is 10 days.

Recommendation	Central	Camp Owen	Redwood
1.2 Group students by ability levels. Amendment - Students will be placed in classrooms by grade level to ensure they are receiving grade appropriate content/coursework. Within the grade level classroom youth may be grouped by ability levels in order to receive supplemental instruction.	Description of implementation: • *Grade level grouping across the board in court schools • Differentiation of Instruction in all classrooms (UDL) • Math ◦ Algebra - core ◦ OWare - advanced ◦ Math 180 - intensive intervention • English ◦ Holt - core ◦ OWare - advanced ◦ L!L - intensive • Social Studies ◦ 9/10 - W History ◦ 11 - US History ◦ 12 - Gov't/Econ • Science ◦ 9/10 - Physical Sci ◦ 11/12 - Life Sci • CTE/Career Exploration ◦ 9-12 College/Career Readiness • WIN Period (What I Need) • Some modifications, combinations of grade level grouping depending on enrollment • To begin in fall 2019	Description of implementation: • Grade level grouping across the board in court schools • Differentiation of Instruction in all classrooms (UDL) • Math ◦ Algebra - core ◦ OWare - advanced ◦ Math 180 - intensive intervention • English ◦ Holt - core ◦ OWare - advanced ◦ L!L - intensive • Social Studies ◦ 9/10 - W History ◦ 11 - US History ◦ 12 - Gov't/Econ • Science ◦ 9/10 - Physical Sci ◦ 11/12 - Life Sci • CTE/Career Exploration ◦ 9-12 College/Career Readiness • WIN Period • Some modifications, combinations of grade level grouping depending on enrollment • To begin in fall 2019	Description of implementation: • Grade level grouping across the board in court schools • Differentiation of Instruction in all classrooms (UDL) • Math ◦ Algebra - core ◦ OWare - advanced ◦ Math 180 - intensive intervention • English ◦ Holt - core ◦ OWare - advanced ◦ L!L - intensive • Social Studies ◦ 9/10 - W History ◦ 11 - US History ◦ 12 - Gov't/Econ • Science ◦ 9/10 - Physical Sci ◦ 11/12 - Life Sci • CTE/Career Exploration ◦ 9-12 College/Career Readiness • WIN Period • Some modifications, combinations of grade level grouping depending on enrollment • To begin in fall 2019

	Additional Resources as Needed: - Curriculum and technology Associated Costs: - Para - \$50,000	Additional Resources as Needed: - Curriculum and technology - Teacher - Para Associated Costs: - Need to investigate (TBD) - Teacher - \$100,000 (CTE/Electives) - Para - \$50,000	Additional Resources as Needed: - Curriculum and technology - Teacher - Para Associated Costs: - Need to investigate (TBD) - Teacher - \$100,000 (CTE/Electives) - Para - \$50,000
Benchmarks - Post Teacher/Para Positions by May 2019 - Meetings by and with Probation to discuss the inclusion of security level 4 youth youth in the central school rotation - Update on exploration of the inclusion of Unit 200 in central school rotation by November 2019 - Decision about the inclusion of Unit 200 in central school rotation by January 2020			
Timeline - July 2019 - Identify students by grade level and create class rosters - August 2019 - Begin new classroom assignments			
Person(s) Responsible Site Principal - Kim Herrera			
Evidence - Training for all involved - Criteria for deciding what to teach will be the current scope and sequence of courses will be used. Social studies / Science to be developed - Para schedule (assigned students) and active engagement with students on Oware and Math 180 - Criteria used to assess skill levels and decision rules - Progress monitoring procedures for Oware and supplemental programs - Process for analyzing and acting upon data - Method to measure integrity of this approach - Student data – credits earned, grades			
Notes (Description) *Probation is in discussion of security level 4 youth joining this rotation. Until or unless youth are included in rotation, all services discussed in 1.2 will be delivered to security level 4 youth in a self-contained model. Within the 6-period day a WIN block can be built in. The reality of this model in a self-contained classroom is challenging at best. It is imperative that Probation and KCSOS continue discussion to consider including security level 4 youth in the central school rotation. Students will be placed in classrooms by grade level to ensure they are receiving grade appropriate content/coursework. To address the varying ability levels in each classroom, teachers will design lessons that provide for direct instruction in the core content areas and also provide time for direct instruction utilizing intervention curriculum for those students who are unable to access the core standards without supplemental support. Students who need enrichment will have the opportunity to work on advanced skill development through the use of Oddyseyware and other identified resources. Teachers and paras will split class as appropriate and provide small group instruction.			

According to STAR 70-80% (Lower 25th percentile) of youth need remediation in literacy and/or Math. Direct instruction will be provided to those youth in need of remediation. OWare will be used for youth eligible for acceleration. Other online tools may be used for extension opportunity. Teachers and para will check in with both groups of youth. The WIN class is premised upon youth receiving educational and learning opportunities based on need. If for example a student needs PE credit but has met all other high school credit requirements, that youth may work independently to fulfill that obligation.

Recommendation	Central	Camp Owen	Redwood
1.3 Provide students who have met graduation requirements with post-secondary college or vocational learning opportunities (e.g., resume building, online enrollment in college courses).	Description of implementation: - WIN Period - Placed in senior class rotation - College/Career Exploration via online, direct instruction, certifications Additional Resources as Needed: - Additional paraprofessional for 200-unit school Associated Costs: \$50,000 (para)	Description of implementation: - WIN Period - Placed in senior class rotation - College/Career Exploration via online, direct instruction, certifications Additional Resources as Needed: - Additional Chromebooks Associated Costs:	Description of implementation: - WIN Period - Placed in senior class rotation - College/Career Exploration via online, direct instruction, certifications Additional Resources as Needed: - Additional Chromebooks Associated Costs:
Benchmarks - Identify post-secondary youth upon intake and throughout school year - Brainstorm and discuss the co facilitative role and/or leadership role of the students who have completed graduation requirements with all teachers			
Timeline Within 180 day of the agreed upon action			
Person(s) Responsible - Site Principal (Central)- Kim Herrera - Site Principal (CO & Redwood) - Amanda Thomas			
Evidence - Specific delineated schedule and group rotation for each content class - Staff support schedule (e.g., who, with which youth, to do what?) - Progress Monitoring for fidelity – lessons plans and observations - Post-secondary students are in co-facilitative/leadership role to support other students in group work - Evidence of co-facilitative and/or leadership roles occurring for post-secondary students - Assessment (TBD) for post-secondary youth in critical literacy and numeracy skills in order to differentiate instruction and remediation - List of post-secondary youth enrolled in courses through the local community colleges.			

Notes (Description)

- During rotation, students will utilize online resources for college and career exploration. Students committed to long term placement programs will be enrolled in college courses through local community colleges.
- Students who have met graduation requirements will rotate with 12th grade students and may work online for career exploration, CTE courses, and life skill units.
- In Math and English classes, students may work on college placement courses or students will continue to improve and strengthen their own literacy and numeracy skills by taking on a tutorial or facilitator's role providing support to their peers. If post-secondary students feel they are more comfortable in the learner's role, they may participate as a student in the class. During WIN classes, postsecondary students will explore career fields, CTE courses, or life skills units.

Recommendation	Central	Camp Owen	Redwood
1.4 Implement Universal Design for Learning (UDL) across all classrooms. Create a PLC that enables education staff to be trained in the use and application of UDL principles across content.	Description of implementation: • Provide ongoing training to all staff • UDL practices will be reviewed in PLC collaborations Additional Resources Needed: • No additional resources at this time. Associated Costs: • Substitute coverage for trainings • Trainer costs	Description of implementation: • Provide ongoing training to all staff • UDL practices will be reviewed in PLC collaborations Additional Resources Needed: • No additional resources at this time. Associated Costs: • Substitute coverage for trainings • Trainer costs	Description of implementation: • Provide ongoing training to all staff • UDL practices will be reviewed in PLC collaborations Additional Resources Needed: • No additional resources at this time. Associated Costs: • Substitute coverage for training • Trainer costs
Benchmarks • May - July 2019: Research professional development in area of UDL. • 2019-2020: Provide professional development to instructional staff and administration • During this time teaching staff will begin to use UDL principles in planning lessons for the purpose of practice/application of professional learning • Fall 2020: Implement UDL strategies program wide			
Timeline • 2019 - 2020: Training all instructional staff and administration • 2020 - 2021: Full implementation			
Person(s) Responsible • Accountability Specialist - Molly Mier • Site Principal - Kim Herrera • Program Specialists			

Evidence • PD Calendar specific to UDL • Scope and sequence of training • Participant evaluation reflective of the PD series • Aggregate results of the evaluation • Schedule of implementation – Content lesson plans begin to show use of UDL principles in lesson design no later than second semester. • Fidelity checks – walk throughs, teacher support • Lesson plan design that includes UDL component
Notes (Description) One full year will be needed for thorough training and staff collaboration (PLC)

Recommendation	Central	Camp Owen	Redwood
1.5 Provide all students the opportunity for literacy instruction both remedial and enrichment.	Description of implementation: • WIN Period ○ Remedial - L!L, SPARKS, Math 180 ○ Enrichment - online coursework, career exploration, college courses Additional Resources as Needed: • No additional resources needed at this time Associated Costs:	Description of implementation: • WIN Period ○ Remedial - L!L, SPARKS, Math 180 ○ Enrichment - online coursework, career exploration, college courses Additional Resources as Needed: • No additional resources needed at this time Associated Costs:	Description of implementation: • WIN Period ○ Remedial - L!L, SPARKS, Math 180 ○ Enrichment - online coursework, career exploration, college courses Additional Resources as Needed: • No additional resources needed at this time Associated Costs:
Benchmarks • Hire and/or restructure current personnel to add an additional teacher for Camp Owen and Redwood. • Implementation of WIN period			
Timeline • August 2019			
Person(s) Responsible • Site Principal • Teachers			

Evidence - School schedule that provides youth access to literacy instruction - both enrichment and remediation (e.g., WIN - What I need - block of time) - Instructional period structure - what takes place during the time of instruction (e.g., small group, direct instruction, online reinforcement) - Standard protocol for grouping youth according to skill; progress monitoring tools identified, and schedule identified (e.g., every 5 weeks)
Notes (Description)

Recommendation	Central	Camp Owen	Redwood
1.6 Provide professional learning opportunities to reinforce and further develop the delivery of robust and engaging instruction.	Description of implementation: - SEL - Universal Design for Learning (UDL) - PD for literacy and numeracy instruction Additional Resources Needed: - Unknown additional resources at this time Associated Costs: - Substitute coverage - Conferences/Trainings	Description of implementation: - SEL - Universal Design for Learning (UDL) - PD for literacy and numeracy instruction Additional Resources Needed: - Unknown additional resources at this time Associated Costs: - Substitute coverage - Conferences/Trainings	Description of implementation: - SEL - Universal Design for Learning (UDL) - PD for literacy and numeracy instruction Additional Resources Needed: - Unknown additional resources at this time Associated Costs: - Substitute coverage - Conferences/Trainings
Benchmarks - July 2019 - research UDL and other PD opportunities - July 2019 - schedule PD sessions			
Timeline September 2019 and ongoing - Provide PD sessions on effective instruction and student engagement strategies			
Person(s) Responsible - Accountability specialist - Molly Mier - Principal - Kim Herrera - Teacher Specialists - Greg Ardoin (Math), Jill King (ELA), Michelle Kammeraad (EL), Tracy Sneed (Technology)			
Evidence - Calendar of PD - Goals and outcomes of PD plan - Personalized learning plan developed by each teacher based on their individually identified needs			

- TA/Support for on-site implementation
- Webinars attended
- For Teachers by Teachers support – peer observations and support
- The initiation of UDL professional development this summer that will provide teachers tool to actively engage youth and remove barriers to learning.

Notes (Description)

A suggested resource for active strategies for student engagement - Explicit Instruction by Anita Archer
For example, identify 1-2 instructional strategies per month for teachers to implement. Debrief in PLC. Observe each other implementing strategies etc.

Recommendation	Central	Camp Owen	Redwood
1.7 Implement web-based instructional technology. Create safeguards and appropriate software that enables teachers and students to access high quality instructional resources.	Description of implementation: • Go-Guardian/Impero • NetSupport • Currently being worked on by the Technology Specialist • Whitelisted Chromebooks • Google Classroom Additional Resources Needed: • No additional resources at this time Associated Costs: • TBD Go-Guardian/Impero	Description of implementation: • Go-Guardian/Impero • NetSupport • Currently being worked on by the Technology Specialist • Whitelisted Chromebooks • Google Classroom Additional Resources Needed: • No additional resources at this time Associated Costs: • TBD Go-Guardian/Impero	Description of implementation: • Go-Guardian/Impero • NetSupport • Currently being worked on by the Technology Specialist • Whitelisted Chromebooks • Google Classroom Additional Resources Needed: • No additional resources at this time Associated Costs: • TBD Go-Guardian/Impero
Benchmarks • 1100 Chromebooks purchased • Ensure student accounts are created and active			
Timeline • July 2019			
Person(s) Responsible • Teacher Technology Specialist - Tracy Sneed • Principals Kim Herrera			
Evidence • Written guidelines for IT use in classrooms (Acceptable Use Policy)			

- Utilize the Bright Bytes survey given twice a year to assess the increased access to IT and computer time
 - Results of survey
- Increased use of IT in classes and content areas via a lesson plan template
- Utilize Lesson plans to monitor the use of IT in classroom instruction
- Classroom observations utilized to monitor the implementation of lesson plans and the use of IT in classroom instruction

Notes (Description)

Teachers and Students will have the ability to access and utilize Google Classroom for teaching and learning resources.

Recommendation	Central	Camp Owen	Redwood
1.8 Provide youth regular and ample opportunity to work online and explore career vocational opportunities.	Description of implementation: • WIN Period - Post Secondary Students • CTE Courses • 200 Unit school • Medical Pathway course for female students Additional Resources Needed: • Additional paraprofessional for 200-unit school Associated Costs: • \$50,000 paraprofessional	Description of implementation: • WIN Period - Post Secondary Students • CTE courses Additional Resources Needed: • Additional teacher Associated Costs: • \$100,000 teacher	Description of implementation: • WIN Period - Post Secondary Students • CTE courses Additional Resources Needed: • Additional teacher • Additional paraprofessional Associated Costs: • \$50,000 paraprofessional • \$100,000 teacher
Benchmarks • Hire or restructure current personnel by fall 2019 • Research and establish curriculum, scope and sequence of CTE classes 9-12th by fall 2019			
Timeline • Begin implementation January 2019			
Person(s) Responsible • Site Principal - Kim Herrera			
Evidence • A scheduled and dedicated CTE classroom for all students providing them opportunities to explore career opportunity • Scope & Sequence of offerings for general population & 200- unit • Enhanced list of offerings for females			

- Gen Ed opportunities for all – both GE and Sped (Students with IEPs do not need to go to Learning Center per se to have opportunity to work online/explore career vocational education)
- School schedule that illustrates regular and ample opportunity to work online and explore career vocational opportunities
- Specific student examples of pathways youth are working on by choice

Notes (Description)

Students will have access to CTE courses in all court schools through the regular class rotation. Students will explore career options and develop and practice job readiness skills. CTE courses/certifications available at Redwood include NCCER Core Construction, OSHA Forklift Safety, Blue Cross CPR/First Aid, among others. Camp Owen provides OSHA Forklift Safety, CPR First Aid, Auto shop, Welding, ASE certifications. Central offers CPR First Aid, OSHA Forklift Safety, Medical Pathway.

Recommendation	Central	Camp Owen	Redwood
1.9 Implement the use of an instructional walk through protocol to provide support and feedback to education staff on the delivery of high impact teaching and learning strategies. Use the walk-through protocol as a framework to facilitate an engaged and relevant classroom environment.	Description of implementation: • Implement one walkthrough per semester • Teacher sign-up form giving them the ability to observe a teacher of their choice • Implement procedures for follow up with teachers Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No additional costs at this time	Description of implementation: • Implement one walkthrough per semester • Teacher sign-up form giving them the ability to observe a teacher of their choice • Implement procedures for follow up with teachers Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No additional costs at this time	Description of implementation: • Implement one walkthrough per semester • Teacher sign-up form giving them the ability to observe a teacher of their choice • Implement procedures for follow up with teachers Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No additional costs at this time
Benchmarks • Within 60 days of agreed implementation plan - ◦ develop walkthrough tool • Socialize the new walk through protocol with teachers • By November begin scheduling walkthroughs			
Timeline • Full implementation of walk through protocol January 2020			
Person(s) Responsible • Site Principal: Kim Herrera			

Evidence • Protocol used for walk-throughs that reflects effective instructional components and high impact teaching and learning strategies • Calendar of walk throughs with at least one per month • Principals at least 1x per week in each classroom • Peer observations 3x per year • Schedule & methodology for debriefing • Coordination of findings (e.g., strengths, needs) with PD efforts and need for additional support
Notes (Description)

Recommendation	Central	Camp Owen	Redwood
1.10 Hire at least one counselor at each site in addition to the existing transition counselors.	Description of implementation: • Strategically restructure counselors to provide additional support at all court schools • Recently added is an additional counselor at Central School 3 days a week • ASCA recommends a ratio of 250:1. Court school counselors are currently at a ratio of approximately 100:1. Additional Resources Needed: • No additional resources at this time Associated Costs: • No additional costs at this time.	Description of implementation: • Strategically restructure counselors to provide additional support at all court schools • Recently added is an additional day added to EOHS • ASCA recommends a ratio of 250:1. Court school counselors are currently at a ratio of approximately 100:1. Additional Resources Needed: • No additional resources at this time Associated Costs: • No additional costs at this time.	Description of implementation: • Strategically restructure counselors to provide additional support at all court schools • ASCA recommends a ratio of 250:1. Court school counselors are currently at a ratio of approximately 100:1. Additional Resources Needed: • No additional resources at this time Associated Costs: • No additional costs at this time.
Benchmarks • Re prioritized job task based on student needs by July 30, 2019			
Timeline • August 2019			

Person(s) Responsible • Site Principal - Kim Herrera • School Counselors
Evidence • Written re-prioritization of job tasks based on needs of youth • Counselors meet with youth during the intake classroom to establish their Education Plan • Counselors to meet with youth within 48 days of intake and no later than one week before their pre-release meeting to assess progress on their Education Plan. Thereafter, counselors are available to meet with youth upon completion of the request to see the counselor form. • Counselor log will be reviewed by the Principal monthly to ensure fidelity to the process described. Counselor log submitted for review by monitor. • Request to see the counselor form is explained to all youth in the intake classroom as well as other youth already at facilities ◦ Principal to monitor length of time between request and actual appointment for youth – evidence submitted to monitor for review. • Education Plan is reviewed at the pre-release meeting
Notes (Description) KCSOS is not considering hiring additional counselors at this time but is open to reprioritizing the job tasks of counselors. The American School Counselors Association recommends caseloads of 250:1. The current ratio in Court Schools is 100:1. However, KCSOS is willing to reprioritize counselor job tasks.

Recommendation	Central	Camp Owen	Redwood
1.11 Hire librarians and library assistants to improve access to books, promote literacy, and coordinate special activities.	Description of implementation: • Will seek volunteers to promote literacy • Jill King's Literacy groups • Seek partnership with county library • Probation is currently establishing a library at Central. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • Community volunteer literacy support • Currently in the process of purchasing books from the Scholastic website. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • \$500	Description of implementation: • Reading intervention teacher • Phoenix House has an established library at Redwood that students can use. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No additional costs at this time
Benchmarks – to be coordinated with Probation • Discussion with Probation regarding practice of books accessible in living units (not considered contraband) • Developed opportunities to engage in activities that promote literacy and activities • Youth provided time for independent reading during ELA class • Ensure the library provided at the Phoenix is accessible to all youth			

Timeline 360 days from agreed upon implementation plan
Person(s) Responsible - Site Principal - Kim Herrera - ELA Teacher - Probation - TBD
Evidence - Evidence of literacy special activities accessible by all youth - School schedule of youth/class access to library/books - Codified use of book room and reading room or allocated space (both during the school day and in living units) - Organized book rooms across all sites/living units with sign out system
Notes (Description) Probation and education staff are working collaboratively in order to meet this recommendation. Probation will establish and maintain libraries to be accessed by students at Juvenile Hall and Crossroads during thr school day.

Recommendation	Central	Camp Owen	Redwood
1.12 Develop and implement an intensive reading instruction support program at each site for all students whose reading ability on standardized measures falls below the 25th percentile. Ensure the school schedule provides sufficient time for youth to receive reading instruction.	Description of implementation: - Language Live! curriculum - SPARKS reading curriculum Additional Resources Needed: - No additional resources needed at this time Associated Costs:	Description of implementation: - Language Live! curriculum - SPARKS reading curriculum Additional Resources Needed: - No additional resources needed at this time Associated Costs:	Description of implementation: - Language Live! curriculum - SPARKS reading curriculum Additional Resources Needed: - No additional resources needed at this time Associated Costs:
Benchmarks The establishment of the WIN block			
Timeline Within 90 days of agreed upon implementation plan			
Person(s) Responsible Site Principal - Kim Herrera			

Evidence • Screening criteria and decision rules for placement • School schedule that builds in an intensive literature class for all youth that meet the above screening and decision rule (WIN) • Classroom schedule that illustrates instruction differentiated by time (e.g., more time needed to gain a skill/s), type (e.g., explicit, opportunity for practice, errorless, immediate feedback etc.) and focus of instruction (narrower and skill based) • Progress monitoring schedule for student data review that allows for fluid movement between instructional groups • Protocol for analyzing, reviewing and adjusting instructional groups
Notes (Description)

Recommendation	Central	Camp Owen	Redwood
1.13 Expand the CTE program to ensure that all youth in detention placement for more than 30 days have access to CTE programs and courses. Provide equity in opportunities for girls.	Description of implementation: • CTE/Career/Life Skills teacher • CTE/Odysseyware opportunities for security level 4 youth • Medical Pathways for female program • Intake class Additional Resources Needed: • Additional paraprofessional for security level 4 youth Associated Costs: • \$50,000 paraprofessional	Description of implementation: • CTE teacher Additional Resources Needed: • Additional teacher Associated Costs: • \$100,000	Description of implementation: • CTE teacher Additional Resources Needed: • Additional teacher • additional paraprofessional Associated Costs: • \$100,000 teacher • \$50,000 paraprofessional
Benchmarks • August and October 2019 status checks to ensure progress toward full implementation in January 2020. • Status check to consist of written progress update on the establishment of accessible CTE program for all youth, including females.			
Timeline • January 2020			

Person(s) Responsible

- Administrator: Carlos Rojas
- Principals: Kim Herrera and Amanda Thomas

Evidence • Course offerings at each facility • Increased offerings for female youth • Schedule that builds in youth access to CTE programs and courses. • Process for youth choosing CTE courses/programs to enroll in
Notes (Description) All court schools will have a CTE program that all students will access through their daily schedule.

Recommendation	Central	Camp Owen	Redwood
1.15 Review and reallocate instructional time of special education teaching staff to provide push-in services and support for students with disabilities.	Description of implementation: • Implementation of co-teaching model combined with current Learning Centers • Co-teaching model training provided by SELPA or other agencies. Additional Resources Needed: • No additional resources needed at this time (see notes) Associated Costs: • Trainers	Description of implementation: • Implementation of co-teaching model combined with current Learning Centers • Co-teaching model training provided by SELPA or other agencies. Additional Resources Needed: • No additional resources needed at this time (see notes) Associated Costs: • Trainers	Description of implementation: • Implementation of co-teaching model combined with current Learning Centers • Co-teaching model training provided by SELPA or other agencies. Additional Resources Needed: • No additional resources needed at this time (see notes) Associated Costs: • Trainers
Benchmarks • Special Education Teachers' schedule that reflects the reworking special education teaching staff from half day of student contact to full day with push in services and/or student group (general education and special education) work within general education setting			
Timeline • Within 60 days of agreed upon implementation plan			
Person(s) Responsible • Special Education Principal - Shirden Prince • Site Principal - Kim Herrera • Administrator - Carlos Rojas			

Evidence

- Description of push in support model
- Reallocation of current special education support (from half day to do IEPs to in classroom support)
- Daily schedule of allocated time for activities both pull out and push in

Notes (Description)

KCSOS is open to reviewing schedules of Special Education staff in order to optimize services provided to students. Based on the special education caseload, the special education teacher and special education paraprofessional may push into WIN or other content area classes for up to 2 periods per day.

Recommendation	Central	Camp Owen	Redwood
2.3 Create a break room or “chill out” room at each facility that allows youth to take a time out from classroom instruction per their IEP accommodations.	Description of implementation: - Due to limited space, KCSOS will designate a variety of “chill out” options to meet the individual needs of students. - Classroom and/or breaks are implemented per student IEP/504 or as appropriate. - Sensory break tools will be made available for all students during educational programming. Additional Resources Needed: - Sensory break tools Associated Costs: - TBD	Description of implementation: - Due to limited space, KCSOS will designate a variety of “chill out” options to meet the individual needs of students. - Classroom and/or breaks are implemented per student IEP/504 or as appropriate. - Sensory break tools will be made available for all students during educational programming. Additional Resources Needed: - Sensory break tools Associated Costs: - TBD	Description of implementation: - Due to limited space, KCSOS will designate a variety of “chill out” options to meet the individual needs of students. - Classroom and/or breaks are implemented per student IEP/504 or as appropriate. - Sensory break tools will be made available for all students during educational programming. Additional Resources Needed: - Sensory break tools Associated Costs: - TBD
Benchmarks - Obtain sensory break tools - Communication with staff about the proper use of sensory break tools and resources			
Timeline Within 60 days of agreed upon implementation plan			
Person(s) Responsible Education Staff			

Evidence

- Identification of “chill out” options to meet the individual needs of students.
- Purchase of sensory break tools will be made available for all students during educational programming.
- Staff meeting agendas

Notes (Description)			
Recommendation	Central	Camp Owen	Redwood
2.4 Create and maintain a formal tracking system of school exclusion that records the daily removal incidents (e.g., by youth, date, reason, number of minutes, personnel requesting removal) for all students, especially for students with disabilities. Ensure that this information is shared with both education and probation staff on a regular basis (e.g., bi-weekly, monthly).	Description of implementation: - School exclusion process implemented at all court schools. The system tracks every exclusion and data can be disaggregated by youth, reason, time, and personnel. - School sites maintain site specific data. Reviewed by principal and program admin. - Collected information reviewed at Special cases meeting collaboration with mental health, probation and school staff weekly - Probation, Education, and Mental Health staff are notified on a regular basis. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - School exclusion process implemented at all court schools. The system tracks every exclusion and data can be disaggregated by youth, reason, time, and personnel - School sites maintain site specific data. Reviewed by principal and program admin. - Collected information reviewed at Special cases meeting collaboration with mental health, probation and school staff weekly - Probation, Education, and Mental Health staff are notified on a regular basis. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - School exclusion process implemented at all court schools. The system tracks every exclusion and data can be disaggregated by youth, reason, time, and personnel - School sites maintain site specific data. Reviewed by principal and program admin. - Collected information reviewed at Special cases meeting collaboration with mental health, probation and school staff weekly - Probation, Education, and Mental Health staff are notified on a regular basis. Additional Resources Needed: - No additional resources needed at this time Associated Costs: No associated costs at this time
Benchmarks Creation of spreadsheets that record daily removal incidents (e.g., by youth, date, reason, number of minutes, personnel requesting removal) for all students, especially for students with disabilities			
Timeline Within 30 days of agreed upon implementation plan Immediately			
Person(s) Responsible School secretary enters data on spreadsheet			

Special Education Principal: Enters and reviews data (See description below)
Evidence - Written practice guidelines for tracking exclusions and sharing data to be socialized with education staff and probation staff - Copy of formal tracking system/log for classroom exclusions that records the daily removal incidents (e.g., by youth, date, reason, number of minutes, personnel requesting removal) - Schedule of regular sharing of data on site (e.g., CASE meeting) and with KCSOS administration - Monthly aggregate report reviewed at CASE meeting and by KCSOS administration
Notes (Description) Site specific data regarding student exclusions is updated and maintained by the school secretary at each facility. Information regarding the exclusion of a student with an IEP is updated and maintained by the Special Education Principal.

Recommendation	Central	Camp Owen	Redwood
2.6 Create a system to ensure all service providers, including ERMHS clinicians are made aware of pending release dates of students so that planning and transition services can be coordinated.	Description of implementation: - Add the ERMHS supervisor to the pending releases email list Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Add the ERMHS supervisor to the pending releases email list Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Add the ERMHS supervisor to the pending releases email list Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks Memo of understanding or protocol developed to define the process for notifying ERMHS personnel of pending release dates			
Timeline Within 30 days of agreed upon implementation plan			
Person(s) Responsible Site Principal - Kim Herrera			

Evidence - Written procedure/protocol put in place - Sample emails containing prerelease information sent to ERMHS providers that follow established protocol
Notes (Description)

Recommendation	Central	Camp Owen	Redwood
2.7 Develop written guidelines and protocols for mental health providers that address the California Association of Marriage and Family Therapists Code of Ethics regarding youth seeing more than one therapist.	Description of implementation: - Collaborate with SELPA to establish a protocol for mental health providers Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Collaborate with SELPA to establish a protocol for mental health providers Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Collaborate with SELPA to establish a protocol for mental health providers Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks Mental health, ERMHS providers, and KCSOS staff to meet to problem solve the issue stated in 2.7			
Timeline Within 30 days of agreed upon implementation plan			
Person(s) Responsible Site Principal - Kim Herrera in collaboration with SELPA staff			
Evidence - Establish a procedure/protocol to ensure there is no duplication of services. - Implement the protocol upon intake. - Open lines of communication between ERMHS providers and other mental health providers of court schools/facilities.			
Notes (Description)			

Recommendation	Central	Camp Owen	Redwood
2.8 Invite designated mental health clinicians, in addition to ERMHS providers, to IEP meetings of youth on their caseloads and participate in the development of the goals and objectives for mental health and related services on youths' IEP's.	Description of implementation: - Each provider is invited to attend the IEP meetings. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Each provider is invited to attend the IEP meetings. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Each provider is invited to attend the IEP meetings. Additional Resources Needed: - No additional resources needed at this time. Associated Costs: - No associated costs at this time
Benchmarks Memo of understanding or protocol developed to define the process to invite designated mental health and ERMHS providers to IEPs on their respective caseloads as well as the collaborative development of IEP goals and objectives where deemed appropriate.			
Timeline Within 30 days of agreed upon implementation plan			
Person(s) Responsible - Special Education principal - Shirden Prince - IEP Teacher			
Evidence - Establish a protocol of responsibility for ensuring mental health clinicians are consistently and regularly invited to IEP meetings of youth on their respective caseloads. - Meeting held with Mental Health leads or providers to discuss and share the protocol (Evidence - Date of meeting and those in attendance) - Protocol established for mental health, ERMHS providers, and KCSOS staff to collaboratively develop goals and objectives for mental health and related services on youths' IEPs (regardless if provider is in attendance). - Random review of IEPs to assess the attendance of mental health and ERMHS providers at IEPs of youth they service.			
Notes (Description)			

Recommendation	Central	Camp Owen	Redwood
2.9 Ensure that mental health clinicians meet monthly to coordinate services and exchange information for students with IEPs.	Description of implementation: • Probation will discuss with their contracted providers • Mental Health and ERMHS providers to meet monthly to review caseloads, progress, goals and objectives as appropriate Additional Resources Needed: • No additional resources needed at this time Associated Costs:	Description of implementation: • Probation will discuss with their contracted providers • Mental Health and ERMHS providers to meet monthly to review caseloads, progress, goals and objectives as appropriate Additional Resources Needed: • No additional resources needed at this time Associated Costs:	Description of implementation: • Probation will discuss with their contracted providers • Mental Health and ERMHS providers to meet monthly to review caseloads, progress, goals and objectives as appropriate Additional Resources Needed: • No additional resources needed at this time Associated Costs:
Benchmarks • Schedule of meetings			
Timeline • Within 30 days of agreed upon implementation plan			
Person(s) Responsible • Probation and mental health clinicians			
Evidence • Monthly calendar of joint meetings with mental health clinicians and ERMHS providers. Indicate those that were actually held and those in attendance for the first 6 months.			
Notes (Description) Although KCSOS is supportive of mental health clinicians meeting regularly to exchange information about students with IEP's, these staff members are contracted through probation and this must be coordinated through them.			

Recommendation	Central	Camp Owen	Redwood
2.10 Screen all youth with IEP's for the need for ERMHS upon entry into the intake classroom. Ensure teaching staff are knowledgeable in how to refer youth for ERMHS. Provide adequate service frequency and duration of services.	Description of implementation: - This is currently done when a need is observed by instructional staff - Establish a written protocol for instructional staff to follow when it is believed ERMHS are needed. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - This is currently done when a need is observed by instructional staff - Establish a written protocol for instructional staff to follow when it is believed ERMHS are needed. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - This is currently done when a need is observed by instructional staff - Establish a written protocol for instructional staff to follow when it is believed ERMHS are needed. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks - Meeting/s with ERMHS providers to discuss and develop a screening document for the intake classroom and - Develop a written protocol for teachers to follow when there is a concern for the need for ERMHS - Planning for how to provide professional development on the protocol with teaching staff and ensure they know the difference between and purpose for ERMHS and mental health clinicians			
Timeline Within 30 days of agreed upon implementation plan			
Person(s) Responsible - Special Education principal - Shirden Prince - Site principal - Kim Herrera in collaboration with SELPA staff			
Evidence - Create and implement an ERMHS screening procedure for youth upon enrollment in intake classroom - Establish a written protocol for instructional staff to follow when it is believed ERMHS are needed - Meeting with instructional staff and ERMHS providers to socialize the written protocol - Professional development for teaching staff on the difference in roles and responsibilities and service delivery of mental health clinicians and ERMHS providers. - Quarterly review of ERMHS service delivery to ensure adequate service frequency and duration of services (e.g., 30 minutes vs. 15 minutes)			

Notes (Description)

KCSOS is not considering assessing each student with an IEP for the need for ERMHS. KCSOS is open to an initial screening upon intake and ensuring all staff are knowledgeable in how to refer youth for ERMHS when there is a suspected need.

Recommendation	Central	Camp Owen	Redwood
2.11 Provide mental health and ERMHS providers the weekly Special Cases/ADA Compliance logs.	Description of implementation: - Special cases are already provided to mental health and ERMHS providers Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Special cases are already provided to mental health and ERMHS providers Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - Special cases are already provided to mental health and ERMHS providers Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks Probation's listserv of Special Cases distribution that includes ERMHS providers			
Timeline Within 30 days of agreed upon implementation plan			
Person(s) Responsible Probation			
Evidence Probation's listserv of Special Cases distribution that includes ERMHS providers			
Notes (Description) Probation generates this list. KCSOS is agreeable to the sharing of the Special Cases List with ERMHS providers.			

Recommendation	Central	Camp Owen	Redwood
2.12 Provide regular orientation and training for probation staff on mental health diagnoses and the impact on behavior. Build the skill and repertoire in the use of de-escalation strategies.	Description of implementation: • Training to be provided by probation • KCSOS to attend at Probation's invitation • See addendum 1 Recommendation 4.10 Additional Resources Needed: • No additional resources Associated Costs: • No associated costs at this time	Description of implementation: Training to be provided by KCSOS to attend at Probation's invitation See addendum 1 Recommendation 4.10 Additional Resources Needed: Associated Costs: No associated costs at this time	Description of implementation: • Training to be provided by probation • KCSOS to attend at Probation's invitation • See addendum 1 Recommendation 4.10 • Additional Resources Needed: Associated Costs: • No associated costs at this time
Benchmarks • Schedule of PD by topic, presenter, time and place of training			
Timeline • Within 30 days of agreed upon implementation plan			
Person(s) Responsible • Site principal in collaboration with SELPA staff, and probation staff			
Evidence • Sign in sheets from the joint professional development with Education staff and Probation staff • Calendar of trainings – provided by who, topic, follow up • Evidence of the use of de-escalation strategies – self report of effectiveness, observation during incidents • Survey of education and probation staff around the use of de-escalation strategies and their effectiveness			
Notes (Description) KCSOS agrees that this is valuable training.			

Recommendation	Central	Camp Owen	Redwood
2.13 Develop written guidelines for release of information by ERMHS providers. Ensure that ERMHS providers communicate with mental health providers to promote therapeutic delivery of mental health services for youth with IEPs.	Description of implementation: - ERMHS and Mental Health providers communicate as appropriate and only when permission has been granted by the student's parent/guardian. Additional Resources Needed: - No additional resources needed Associated Costs: - No associated costs at this time	Description of implementation: - ERMHS and Mental Health providers communicate as appropriate and only when permission has been granted by the student's parent/guardian. Additional Resources Needed: - No additional resources needed Associated Costs: - No associated costs at this time	Description of implementation: - ERMHS and Mental Health providers communicate as appropriate and only when permission has been granted by the student's parent/guardian. Additional Resources Needed: - No additional resources needed Associated Costs: - No associated costs at this time
Benchmarks - Meeting with KCSOS, mental health, and ERMHS providers to discuss release of information - Develop as needed written guidelines for release of information by ERMHS and mental health providers			
Timeline Within 30 days of agreed upon implementation plan.			
Person(s) Responsible - ERMHS providers/SELPA staff - Site Principal - Kim Herrera - Special Ed Principal - Shirden Prince			
Evidence - Written guidelines for release of information between ERMHS providers and mental health clinicians - A protocol that delineates how and the frequency with which ERMHS providers and mental health clinicians will communicate on current, new and existing youth.			
Notes (Description) Director of mental Health / Redwood indicated there is a waiver/ release form (that parents/guardians sign upon entry) that exists and eliminates the conflict.			

Recommendation	Central	Camp Owen	Redwood
3.1 Develop or adopt a screening instrument as part of an intake assessment process to identify youth with disabilities who are entitled to accommodations, support, and protection while in custody. Those with IEP's may have already been identified.	Description of implementation: • Develop an additional screening instrument to help identify youth with disabilities. • This tool will be utilized in the Intake Classroom. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • Develop an additional screening instrument to help identify youth with disabilities. • This tool will be utilized in the Intake Classroom. Additional Resources Needed: • No additional resources Associated Costs: • No associated costs at this time	Description of implementation: • Develop an additional screening instrument to help identify youth with disabilities. • This tool will be utilized in the Intake Classroom. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time
Benchmarks • A meeting with mental health clinicians, ERMHS providers and other appropriate personnel to develop a screening instrument that is used upon intake that identifies youth with disabilities under ADA and IDEA who are entitled to accommodations, support and protection while in custody. • A meeting to jointly develop a protocol to ensure youth with disabilities in custody are provided protections and accommodations under ADA and IDEA			
Timeline • Within 120 days of agreed implementation plan			
Person(s) Responsible • Site principal - Kim Herrera • Special Ed principal - Shirden Prince • Mental Health clinicians			
Evidence • A screening instrument to be used upon intake that identifies youth with disabilities under ADA and IDEA who are entitled to accommodations, support and protection while in custody. • A written protocol that codifies how mental health clinicians, ERMHS and other appropriate personnel will screen youth in custody to ensure those with disabilities under ADA and IDEA are identified and accommodations and protections are provided. • Written evidence of discussions for youth with concerns and/or disabilities at Special Cases Meetings			
Notes (Description) KCSOS is agreeable to developing a screening tool to assist in the identification of students in need of special accommodations.			

Recommendation	Central	Camp Owen	Redwood
3.2 Carefully review procedures in the behavior management system to ensure that youth with disabilities are not at a disadvantage in completing levels in the program. Probation, with support from KCSOS should develop material and procedures better matched to the literacy and comprehension skills of youth at the facilities.	Description of implementation: • Probation is rewriting the Youth Handbook • Probation to research and revise after 60 days • KCSOS will ensure that any materials provided to youth describing school based behavior management will be available at their developmental level. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • Probation is rewriting the Youth Handbook • Probation to research and revise after 60 days • KCSOS will ensure that any materials provided to youth describing school based behavior management will be available at their developmental level. • Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • Probation is rewriting the Youth Handbook • Probation to research and revise after 60 days • KCSOS will ensure that any materials provided to youth describing school based behavior management will be available at their developmental level. • Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time
Benchmarks • Meeting schedule for collaborative review (probation and KCSOS) of BMS and development of materials and procedures better matched to literacy and comprehension skills			
Timeline • Within 90 days of agreed upon implementation plan			
Person(s) Responsible • Site Principal - Kim Herrera • Special Education Principal - Shirden Prince • Probation Staff			

Evidence

- KCSOS to work with Probation to jointly review revised youth handbook – and the behavior management system to ensure that the readability index and comprehension levels required to understand both are better matched to the literacy and comprehension skills of youth at the facilities.
- A revised youth handbook and BMS that is commensurate with the literacy and comprehension skills of youth in custody.
- Revised school based behavior materials to be available in a youth friendly way and at a readability index commensurate with the general population of youth
- Graphic displays of school based behavior management materials.
- Sample accommodations for students with disabilities
- Written policy that accommodations are available for students with disabilities.

Notes (Description)

Work with the county ADA coordinator at Central (and Redwood and Camp Owen when hired) and other appropriate staff to create and implement a protocol for fidelity checks that regularly monitor provision of accommodations, protections and support of youth under ADA and IDEA

Recommendation	Central	Camp Owen	Redwood
3.3 Develop a protocol for use by the ADA coordinator/s to review policies and practices that might have an adverse impact on youth with disabilities.	Description of implementation: • ADA Coordinator currently staffed at Central Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • Probation is researching the possibility of adding an ADA Coordinator. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time.	Description of implementation: • Probation is researching the possibility of adding an ADA Coordinator. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time
Benchmarks • Meeting schedule to develop protocol			
Timeline • Within 90 days of agreed implementation plan			
Person(s) Responsible • Probation staff			
Evidence • Jointly (e.g. KCSOS, Probation, mental health etc.) identify policies and practices that potentially may have a negative impact on youth with disabilities. • Develop a protocol that systematically reviews current policies and practices that may negatively impact youth with disabilities.			
Notes (Description) KCSOS' position is that this is a function of probation staff. However, KCSOS is agreeable to assist in this process under the guidance of probation.			

Recommendation	Central	Camp Owen	Redwood
3.4 Analyze critical incidents* to ensure that youth with disabilities receive accommodations and supports.	Description of implementation: • This is done at the special cases meeting Additional Resources Needed:	Description of implementation: • This is done at the special cases meeting Additional Resources Needed:	Description of implementation: • This is done at the special cases meeting Additional Resources Needed:

	- No additional resources needed at this time Associated Costs: - No associated costs at this time	- No additional resources needed at this time Associated Costs: - No associated costs at this time	- No additional resources needed at this time Associated Costs: - No associated costs at this time
TBD Possible Benchmarks Create a calendar of periodic reviews (e.g., Special Case Meetings) of behavior incidents, at school and living units, to assess trends, patterns, youth involved and the need for accommodations needed to deescalate/reduce occurrences.			
Timeline Within 90 days of agreed implementation plan			
Person(s) Responsible - Probation staff - Site principal - Kim Herrera - Special Ed principal - Shirden Prince			
Evidence - Based on the analysis and findings create or amend 504 plans and/or IEPs to ensure and plan for the provision of needed accommodations. - Provide document of evidence (e.g., Special Case meeting document) of who is discussed and how adjustments and accommodations will be implemented.			
Notes (Description) Probation to define criteria for how youth are put on Special Cases list. Need definition of critical incidents.			

Recommendation	Central	Camp Owen	Redwood
4.1 Create a suite of data reports that are used by administration and education staff to manage, coordinate services and monitor performance for all students including students with disabilities.	Description of implementation: The following data reports are already being created and shared at staff and administrative meetings: IEP quarterly benchmarks, Aeries Gradebook, STAR, Language Live!, Math 180, Brigrance/Woodcock-Johnson	Description of implementation: The following data reports are already being created and shared at staff and administrative meetings: IEP quarterly benchmarks, Aeries Gradebook, STAR, Language Live!, Math 180, Brigrance/Woodcock-Johnson Additional Resources Needed:	Description of implementation: The following data reports are already being created and shared at staff and administrative meetings: IEP quarterly benchmarks, Aeries Gradebook, STAR, Language Live!, Math 180, Brigrance/Woodcock-Johnson

	Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	- No additional resources needed at this time Associated Costs: - No associated costs at this time	Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks - Explore options for enhancing usage of Aeries in Fall 2019 - Explore other options for data collection (e.g. PROMIS system developed San Joaquin) in Fall 2019			
Timeline Within 360 days of agreed implementation plan			
Person(s) Responsible Administrator - Carlos Rojas			
Evidence Create a student dashboard accessible to all ed. staff that integrates attendance, classroom exclusions, credits, areas of concern, skill levels, assessment results, accommodations, IEP/504, EL, grades, benchmarks etc.			
Notes (Description) KCSOS is open to exploring ways to better the current data reporting system. KCSOS will explore how to enhance and have full usage of Aeries as well as looking at other potential options. Note: KCSOS, from the Superintendent's office, is currently exploring system KIDS (Kern Integrated Data Sharing) for county wide use.			

Recommendation	Central	Camp Owen	Redwood
4.2 Provide professional development on the use of data to drive instructional decision making for administration, teaching staff, and paras.	Description of implementation: - Collaborate with the Division of Instructional Services to provide training on the use of data to drive instruction. - PLC meetings to review student's data and share best practices. Additional Resources Needed:	Description of implementation: - Collaborate with the Division of Instructional Services to provide training on the use of data to drive instruction. - PLC meetings to review student's data and share best practices. Additional Resources Needed: - No additional resources needed at this time	Description of implementation: - Collaborate with the Division of Instructional Services to provide training on the use of data to drive instruction. - PLC meetings to review student's data and share best practices. Additional Resources Needed:

	- No additional resources needed at this time Associated Costs: - No associated costs at this time	Associated Costs: No associated costs at this time	- No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks PD Calendar provided for school year by August 2019			
Timeline Within 60 days of agreed upon implementation plan			
Person(s) Responsible Accountability Specialist - Molly Mier			
Evidence - Calendar of sustained PD for instructional data-based decision making for both administrators and teachers/Paras - Use of data reports, including student outcomes across multiple measures (e.g., Language Live!, Math 180, classroom assessments, STAR, credit accumulation) - Evidence of integrated use of PD and follow up on-site and use of data to drive instruction (e.g., PLC, walk throughs, admin meetings)			
Notes (Description)			

Recommendation	Central	Camp Owen	Redwood
4.3 Regularly review data at administrative and staff meetings to progress monitor youth performance across multiple measures.	Description of implementation: - Investigate possible multiple measures to be reviewed at administrative and staff meetings. - PLC meetings will include regular review of student data. Additional Resources Needed: - No additional resources needed at this time Associated Costs:	Description of implementation: - Investigate possible multiple measures to be reviewed at administrative and staff meetings. - PLC meetings will include regular review of student data. Additional Resources Needed: - No additional resources needed at this time Associated Costs:	Description of implementation: - Investigate possible multiple measures to be reviewed at administrative and staff meetings. - PLC meetings will include regular review of student data. Additional Resources Needed: - No additional resources needed at this time Associated Costs:

	No associated costs at this time	No associated costs at this time	No associated costs at this time
Benchmarks Agendas of administrative staff meetings			
Timeline Within 60 days of agreed implementation plan			
Person(s) Responsible - Administrator - Carlos Rojas - Site principals - all			
Evidence - Based on prioritized areas of concern or in need of growth/improvement, regularly review data (e.g., behavior incidents, growth in literacy/numeracy, credits, exclusions, use of special education personnel etc.) - Use data to drive instructional/improvement decision making. - Principals and instructional staff identify areas in need of growth (e.g., academic or behavior) and collectively monitor data. - Monthly admin meeting agendas that show data review across multiple for the purpose of assessing improved student outcomes.			
Notes (Description)			

Recommendation	Central	Camp Owen	Redwood
4.4 Provide professional learning to ensure the SST process and referral for special education eligibility are understood and implemented with integrity.	Description of implementation: - Annual SST training will be provided to all staff Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs needed at this time	Description of implementation: - Annual SST training will be provided to all staff Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs needed at this time	Description of implementation: - Annual SST training will be provided to all staff Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs needed at this time
Benchmarks - Year 1 (2019-2020) conduct 3 PDs to ensure the SST process and referral for special education eligibility are understood and implemented with integrity. - Year 2 (2020-2021) conduct 2 PDs ensure the SST process and referral for special education eligibility are understood and implemented with integrity. - Year 3 and on-going conduct a minimum of 2 PDs on the SST process and the referral for special education eligibility process to ensure knowledge and understanding by teaching staff and admin, on the differences between them and robust implementation of both as appropriate.			

Timeline
Begin PD Fall 2019
Person(s) Responsible
Special Ed principal - Shirden Prince
Evidence
- Establish a robust SST process including forms, frequency of meetings, how to request assistance and consistent electronic and up to date on-going record keeping system - Explicit PD on the SST process (e.g., not an on ramp for special education), inclusive of purpose, roles and responsibilities of personnel.
Notes (Description)

Recommendation	Central	Camp Owen	Redwood
4.5 Create a comprehensive electronic log that actively documents the process and outcome of youth referred to the SST.	Description of implementation: - SST process done at each site when initiated, records are kept with the Special Education principal and placed in the student's file. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - SST process done at each site when initiated, records are kept with the Special Education principal and placed in the student's file. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time	Description of implementation: - SST process done at each site when initiated, records are kept with the Special Education principal and placed in the student's file. Additional Resources Needed: - No additional resources needed at this time Associated Costs: - No associated costs at this time
Benchmarks Development of an online electronic system that provides for documentation of SST data			
Timeline Within 30 days of agreed implementation plan			
Person(s) Responsible Special Ed principal - Shirden Prince			

Evidence Electronic log of SST activity – youth referred, discussion summary, action plan and progress etc. that documents the process			
Notes (Description)			
Recommendation	Central	Camp Owen	Redwood
4.6 Architect and education system that is premised on project-based learning and allows youth to be grouped by skill level, and credits needed.	Description of implementation: - Research PBL curriculum and how it can be implemented in to our current Scope and Sequence. Additional Resources Needed: - No additional resources at this time Associated Costs: - TBD	Description of implementation: - Research PBL curriculum and how it can be implemented in to our current Scope and Sequence. Additional Resources Needed: - No additional resources at this time Associated Costs: - TBD	Description of implementation: - Research PBL curriculum and how it can be implemented in to our current Scope and Sequence. Additional Resources Needed: - No additional resources at this time Associated Costs: - TBD
Benchmarks - Begin exploration of PBL upon final agreement of implementation plan - Begin socializing the use of PBL with Admin and school staff starting January 2020 - Begin focus of PBL in PLCs Summer 2020 (e.g., Saturday unit develop opportunities based upon funding)			
Timeline Implementation of first PBL project Fall 2021			
Person(s) Responsible - Administrator - Carlos Rojas - Accountability Specialist - Molly Mier			
Evidence - Explore resources for implementing PBL (for example https://www.edutopia.org/project-based-learning-guide-implementation) - Planned calendar of professional development and learning opportunities provided to staff on PBL beginning in Jan 2020 to and through Fall 2021 - Collaboratively develop one PBL activity per quarter - Share end result of PBL projects			

Notes (Description)

- Based on conversations with other COE's (LACOE) implementing PBL, this is a 2-year research and development process.
- PBL allows for youth of varying skill and ability levels to access grade appropriate content standards and accrue credits commensurate with their grade level.

Recommendation	Central	Camp Owen	Redwood
4.10 Develop and deliver professional learning opportunities for probation and education staff around mental health diagnoses and behavior, de-escalation strategies and restorative practices.	Description of implementation: • Probation receives training in the areas of mental health including Trauma Informed Care. • Subsequent training will be determined by Kern County Probation. • Education staff receive training in Crisis Prevention (CPI), PREA and Trauma Informed Care. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • TBD	Description of implementation: • Probation receives training in the areas of mental health including Trauma Informed Care. • Subsequent training will be determined by Kern County Probation. • Education staff receive training in Crisis Prevention (CPI), PREA and Trauma Informed Care. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • TBD	Description of implementation: • Probation receives training in the areas of mental health including Trauma Informed Care. • Subsequent training will be determined by Kern County Probation. • Education staff receive training in Crisis Prevention (CPI), PREA and Trauma Informed Care. Additional Resources Needed: • No additional resources needed at this time Associated Costs: • TBD
Benchmarks • Calendar of collaborative PD including date, time, topic, and presenter/facilitator			
Timeline • Within 60 days of the agreed implementation plan			
Person(s) Responsible • Site Principal - Kim Herrera • Probation staff • Mental health clinicians			
Evidence • Implementation of PD calendar; attendees • Evaluation reflective of the PD series • Aggregate results of the evaluation			
Notes (Description) • Probation will retain training opportunities and will invite KCSOS staff. KCSOS will attend as appropriate.			

Recommendation	Central	Camp Owen	Redwood
4.11 Provide professional development for education and probation staff on Behavior Intervention Plans (BIP's).	Description of implementation: • The special education program specialist will provide this training annually • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources needed at this time Associated Costs: • TBD	Description of implementation: • The special education program specialist will provide this training annually • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources needed at this time Associated Costs: • TBD	Description of implementation: • The special education program specialist will provide this training annually • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources needed at this time Associated Costs: • TBD
Benchmarks • Mutually agreed upon (education and probation staff) PD calendar of PD for education and probation			
Timeline • Within 90 days (and on-going) of the agreed upon implementation plan			
Person(s) Responsible • Special Ed principal - Shirden Prince			
Evidence • Integrate with the PD in 4.10 knowledge and understanding of the role, function, purpose of BIPs for youth with disabilities. • Calendar of collaborative PD including date, topic, and presenter/facilitator • Develop an appropriate participant evaluation reflective of the PD series • Aggregate results of the evaluation			
Notes (Description) PD calendar will be mutually agreed upon by KCSOS and probation staff.			

Recommendation	Central	Camp Owen	Redwood
4.12 Provide professional learning opportunities for probation and education staff that integrate ADA weekly meetings, IEP's including those with BIP's, ERMHS, and other related services, mental health, and the new behavior management system.	Description of implementation: • Sharing of Special cases meeting information with pertinent staff • Coordination of ADA, IEP, BIP, ERMHS and other related services for identified youth • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • Sharing of Special cases meeting information with pertinent staff • Coordination of ADA, IEP, BIP, ERMHS and other related services for identified youth • See addendum 1 recommendation 4.16 Associated Costs: • No associated costs at this time	Description of implementation: • Sharing of Special cases meeting information with pertinent staff • Coordination of ADA, IEP, BIP, ERMHS and other related services for identified youth • See addendum 1 recommendation 4.16 Associated Costs: • No associated costs at this time
Benchmarks • Establish a series of meetings that work toward the coordination and integration of ADA weekly meetings, IEP's including those with BIP's, ERMHS, and other related services, mental health, and the new behavior management system.			
Timeline • Timeline 120 days and ongoing			
Person(s) Responsible • Site Principal - Kim Herrera • Special Ed Principal - Shirden Prince • Probation staff			

Evidence

- Develop a way of work that integrate the efforts and systems around supporting students with disabilities including ADA weekly meetings, IEP's including those with BIP's, ERMHS and other related services, mental health, and the new behavior management system
- Develop and implement a communication strategy that informs appropriate personnel of pertinent information relative to youth (as a result of the integrated system)
- Share the integrated way of work and the communication strategy that addresses recommendation 4.12

Notes (Description)			
Recommendation	Central	Camp Owen	Redwood
4.13 Provide initial and ongoing training on identification and characteristics of youth with disabilities.	Description of implementation: • SST process • Special education will provide staff training • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources at this time Associated Costs: • No associated costs at this time	Description of implementation: • SST process • Special education will provide staff training • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources at this time Associated Costs: • No associated costs at this time	Description of implementation: • SST process • Special education will provide staff training • See addendum 1 recommendation 4.16 Additional Resources Needed: • No additional resources at this time Associated Costs: • No associated costs at this time
Benchmarks • Calendar of collaborative PD			
Timeline • Within 90 days, and on-going, of the agreed implementation plan (TBD with Probation)			
Person(s) Responsible • Special Ed principal - Shirden Prince			
Evidence • Calendar of collaborative PD including date, topic, and presenter/facilitator • Develop an appropriate participant evaluation reflective of the PD series • Aggregate results of the evaluation • Consider developing a PD matrix that integrates all the PD in the Implementation plan			
Notes (Description)			

Recommendation	Central	Camp Owen	Redwood
4.14 Share information from critical incident reviews and ADA protocol reviews with probation and KCSOS staff during staff development sessions. SEE ADDENDUM 1 RECOMMENDATION 4.10	Description of implementation: • This is done at the special cases meeting Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • This is done at the special cases meeting Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time	Description of implementation: • This is done at the special cases meeting Additional Resources Needed: • No additional resources needed at this time Associated Costs: • No associated costs at this time
Benchmarks			
Timeline			
Person(s) Responsible			
Evidence			
Notes (Description) This recommendation is captured in 3.1 3.3, and 3.4.			

Recommendation	Central	Camp Owen	Redwood
4.16 Plan and deliver sustained professional learning opportunities for probation and education staff that builds common language, common understanding of practices and policies being revised or created.	Description of implementation: See addendum 1 Recommendation 4.16 Additional Resources Needed: Associated Costs:	Description of implementation: See addendum 1 Recommendation 4.16 Additional Resources Needed: Associated Costs:	Description of implementation: See addendum 1 Recommendation 4.16 Additional Resources Needed: Associated Costs:
Benchmarks			
Timeline			
Person(s) Responsible			
Evidence			
Notes (Description)			

Recommendation	Central	Camp Owen	Redwood
4.17 Schedule regular meetings between education staff and probation staff that include mutually set agendas and are facilitated as necessary in order to problem solve areas of need and address recommendations in this report.	Description of implementation: Schedule periodic meetings with Probation leadership to review implementation of recommendations. Additional Resources Needed: Associated Costs:	Description of implementation: Schedule periodic meetings with Probation leadership to review implementation of recommendations. Additional Resources Needed: Associated Costs:	Description of implementation: Schedule periodic meetings with Probation leadership to review implementation of recommendations. Additional Resources Needed: Associated Costs:
Benchmarks A master calendar of regular meetings scheduled with probation staff and education staff			
Timeline Within 30 days of agreed implementation plan			
Person(s) Responsible - Administrator - Carlos Rojas - Site Principal - Kim Herrera - Probation staff			
Evidence - An established process for submitting agenda items - Sample agendas and meeting minutes			
Notes (Description)			

ADDENDUM 1

Recommendations that Articulate Joint Professional Development with KCSOS and Probation

4.10

Develop and deliver professional learning opportunities for probation and education staff around mental health diagnoses and behavior, de-escalation strategies and restorative practices.

- Build the skill and repertoire in the use of de-escalation strategies (2.12)
- Share information/data from critical incident reviews and ADA protocol reviews with probation and KCSOS staff during staff development sessions (4.14). **NOTE: This recommendation is captured in 3.1 3.3 and 3.4.**

Benchmarks 2.12 Schedule of PD by topic, presenter, time and place of training
Timeline - Within 45-90 days of agreed upon implementation schedule - PD Calendar that is mutually agreed upon will be available in Fall of 2019 - TBD/Probation involvement
Person(s) Responsible - Site Principal - Kim Herrera - SELPA staff - TBD Probation
Evidence - Calendar of specific PDs on mental health issues, including signs, triggers, and how they manifest themselves behaviorally; de-escalation strategies - Delivery of integrated PD with Ed staff and Probation on mental health issues, including signs, triggers, and how they manifest themselves behaviorally; de-escalation strategies - Sign in sheets from the joint professional development with Education staff and Probation staff - Qualitative data via staff and counselors regarding the handling of mental health issues with PO (e.g., survey)

• Evidence of the use of de-escalation strategies – self report of effectiveness, observation during incidents • Survey of education and probation staff around the use of de-escalation strategies and their effectiveness • Develop an appropriate participant evaluation reflective of the PD series • Aggregate results of the evaluation
Notes (Description) KCSOS agrees that this is valuable training and done in collaboration with probation PD calendar will be mutually agreed upon between KCSOS and Probation and available in the Fall 2019

4.16

Plan and deliver sustained professional learning opportunities for probation and education staff that builds common language, common understanding of practices and policies being revised or created.

- Provide professional development for education and probation staff on Behavior Intervention Plans (BIP's) (4.11)
- Provide professional learning opportunities for probation and education staff that integrate ADA weekly meetings, IEP's including those with BIP's, ERMHS, and other related services, mental health, and the new behavior management system (4.12)
- Provide initial and ongoing training on identification and characteristics of youth with disabilities (4.13)

Benchmarks - 4.11, 4.12, 4.13 • Mutually agreed upon (education and probation staff) PD calendar of PD for education and probation • Establish a series of meetings that work toward the coordination and integration of ADA weekly meetings, IEP's including those with BIP's, ERMHS, and other related services, mental health, and the new behavior management system. (4.12)
Timeline • Within 90 - 120 days, and on-going, of the agreed implementation plan
Person(s) Responsible • Site Principal - Kim Herrera • Special Ed Principal - Shirden Prince • Probation staff
Evidence • Calendar of collaborative PD including date, topic, and presenter/facilitator ○ (Consider developing a PD matrix that integrates all the PD in the Implementation plan) • Develop a way of work that integrate the efforts and systems around supporting students with disabilities including ADA weekly meetings, IEP's including those with BIP's, ERMHS and other related services, mental health, and the new behavior management system • Develop and implement a communication strategy that informs appropriate personnel of pertinent information relative to youth (as a result of the integrated system) • Develop an appropriate participant evaluation reflective of the PD series • Aggregate results of the evaluation

Notes (Description)

PD calendar will be mutually agreed upon by KCSOS and probation staff.

Glossary of Abbreviated Terms

ADA	Americans with Disabilities Act
ASCA	American School Counselor Association
ASE	Automotive Service Excellence
BIP	Behavior Intervention Plan
BMS	Behavior Management System
COE	County Office of Education
CPI	Crisis Prevention Institute
CPR	Cardiopulmonary Resuscitation
CTE	Career Technical Education
EL	English Learner
ELA	English Language Arts
EOHS	Erwin Owen High School
ERMHS	Educationally Related Mental Health Services
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
IT	Instructional Technology
JCO	Juvenile Correctional Officer
KCPD	Kern County Probation Department
KCSOS	Kern County Superintendent of Schools
KIDS	Kern Integrated Data Sharing
L!L	Language!Live
LACOE	Los Angeles County Office of Education
MH	Mental Health
MOU	Memorandum of Understanding
NCCER	National Center for Construction Education & Research
OSHA	Occupational Safety and Health Administration
OWare	Odysseyware
PBL	Project Based Learning
PD	Professional Development
PLC	Professional Learning Community
PO	Probation Officer
PREA	Prison Rape Elimination Act
PROMIS	Pupil Records Online Management Information System
SEL	Social Emotional Learning
SELPA	Special Education Local Plan Area
SPARK	Odysseyware Intervention Curriculum
SST	Student Support Team
STAR	Standardized Adaptive Assessments by Renaissance
TBD	To Be Determined
TIC	Trauma Informed Care
UDL	Universal Design for Learning
WIN	What I Need