

# REGULAR MEETING OF THE KERN COUNTY BOARD OF EDUCATION

Board Room  
1300 17<sup>th</sup> Street, City Centre, Bakersfield  
May 9, 2023  
6:30 p.m.

## AGENDA

Any materials required by law to be made available to the public prior to a meeting of the Kern County Board of Education can be inspected during normal business hours at the Kern County Superintendent of Schools Office, 1300 17<sup>th</sup> Street, Seventh Floor, Bakersfield, CA 93301.

An individual who requires disability related accommodations or modifications, including auxiliary aids and service, in order to participate in the board meeting should contact the superintendent's office at (661) 636-4624 (Government Code 54954.2).

This meeting is being held in an in-person format. Members of the public wishing to provide comment to the Board can attend the meeting in person. Correspondence sent by mail or email to [kcboe@kern.org](mailto:kcboe@kern.org) before noon on the date of the board meeting on subjects within the Board's jurisdiction will be provided to the Board at the meeting and made available for public inspection. Members of the public may also observe the meeting via livestream at the following link: [\(1\) Kern County Board of Education - YouTube](#).

### I. GENERAL FUNCTIONS

### REPORT

### INFORMATION

- |                                     |                   |            |
|-------------------------------------|-------------------|------------|
| a. Call to Order                    |                   |            |
| b. Pledge of Allegiance to the Flag |                   |            |
| c. Roll Call                        |                   |            |
| d. Agenda Issues                    | Oral              | Action     |
| e. Minutes of April 11, 2023        | Written, Pgs. 1-5 | Action     |
| f. Student Awards                   |                   | Non-Action |

### II. HEARING OF CITIZENS

The Board of Education appreciates comments from members of the public, who have the opportunity to address the Board on agenda items (before the Board's consideration of the item) and on other matters within the Board's jurisdiction.

To move the meeting business along efficiently, individual speakers are allotted up to three minutes each, and the total time for comment on each agenda item or other topic within the

Board's jurisdiction will be limited to 20 minutes. In exceptional circumstances, the Board President may, with Board consent, reduce or increase the amount of time allowed for public input and/or the time allotted for each speaker, when such adjustment is necessary to ensure full opportunity for public input within the time allotted. Any such adjustment shall be done in an equitable manner, so as to allow a diversity of viewpoints. The President may also ask members of the public with the same viewpoint to select a few individuals to address the Board regarding that viewpoint.

To allow the Board to organize the public comments, persons wishing to speak will need to fill out a form before the meeting begins, providing a name and the agenda item or other topic within the Board's jurisdiction on which they wish to speak. Items not appearing on the agenda cannot, by law, be the subject of board action.

### III. CONSENT AGENDA

**Action**

All consent agenda items for the Kern County Board of Education are considered to be routine and will be enacted by one motion unless a board member requests separate action on a specific item. Approval recommended on all items listed.

- |  |                        |
|--|------------------------|
| a. Approval of Temporary Teaching Certificates | Written, Pgs. 6, 10-12 |
| b. Approval of Substitute Teachers List        | Written, Pgs. 6, 13    |
| c. Approval of Graduation Diplomas             | Written, Pgs. 6, 14    |

### IV. HEARINGS

- a. Appeal by Student C of Expulsion from Kern High School District

Oral/Written, Pg. 7

**Action**

Pursuant to the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, it may be necessary for the Board to adjourn to closed session in order to prevent the disclosure of student records or personally identifiable information unless the student or representative consents to public session.

### V. INFORMATIONAL ITEMS

**Non-Action**

- |   |                             |
|---|-----------------------------|
| a. Update on Leaders in Life Conference                                 | Oral, Pg. 7                 |
| b. Kern Education Pledge Update   | Oral, Pg. 7                 |
| c. Kern County Superintendent of Schools Support for Potential Flooding | Oral, Pg. 7                 |
| d. KCSOS Annual Summary Report of District LCAP Support                 | Oral/Written, Pgs. 7, 15-28 |

- |  |  |                   |
|--|--|-------------------|
| e. AB 1314-Proposed Legislation for Gender Identity Parental Notification                                | Oral/Written, Pgs. 7, 29-32                      | <b>Non-Action</b> |
| f. Proposed Board Letter Regarding AB 367: Stocking Feminine Hygiene Products In Public School Restrooms | Oral/Written, Pg. 7 and Emailed to board members | <b>Action</b>     |

**VI. NEW BUSINESS**

- |  |   |                   |
|--|---|-------------------|
| a. Resolution-Honoring Ronald Froehlich for 51 Years of Service        | Written/Oral, Pgs. 8, 33                    | <b>Action</b>     |
| b. Resolution-Retiring Personnel                                       | Written/Oral, Pgs. 8, 34-40                 | <b>Action</b>     |
| c. Central Academy of Arts and Technology Memorandum of Understanding  | Written/Oral, Pgs. 8, 41-63                 | <b>Action</b>     |
| d. Wonderful College Prep Academy-Delano-Charter Material Revision     | Written/Oral, Pgs. 8, 64-67                 | <b>Action</b>     |
| e. Public Hearing for 2023-24 Local Accountability Plan (LCAP)         | Written/Oral, Pg. 8 and Included Separately | <b>Non-Action</b> |
| f. Hearing for 2023-24 Budget Overview for Parents                     | Written/Oral, Pgs. 9, 68-71                 | <b>Non-Action</b> |
| g. Public Hearing for 2023-24 County School Service Fund (CSSF) Budget | Written/Oral, Pgs. 9, 72-90                 | <b>Non-Action</b> |

**VII. REPORT OF COUNTY BOARD MEMBERS**

**VIII. REPORT OF COUNTY SUPERINTENDENT**

**IX. AGENDA ITEMS FOR NEXT MEETING**

**X. TIME OF NEXT MEETING – JUNE 13, 2023**

**XI. ADJOURNMENT**

MINUTES OF THE KERN COUNTY BOARD OF EDUCATION  
April 11, 2023

The Kern County Board of Education met on Tuesday, April 11, 2022, at 6:30 p.m. in the Board Room of the Kern County Superintendent of Schools Office, 1300 17<sup>th</sup> Street, Bakersfield, California.

BOARD MEMBERS PRESENT Paula E. Bray, Lori J. Cisneros, Ronald G. Froehlich, Daniel R. Giordano, Jose E. Gonzalez, Jr., Mary M. Little and Joseph L. Marcano.

ALSO PRESENT Dr. Mary Barlow, superintendent, Dr. John Mendiburu, associate superintendent, Dr. Lisa Gilbert, deputy superintendent, Mr. Christian Shannon, assistant superintendent, Mr. Jonathan Medina, assistant superintendent, Mr. Steve Sanders, chief of staff, Ms. Melissa Allen, attorney, Schools Legal Service, Ms. Cathie Morris, charter school consultant.

CALL TO ORDER Board President, Mr. Froehlich, called the meeting to order.

MINUTES (74) Ms. Cisneros proposed a change to the minutes at page three, first paragraph, line thirteen which she said should read: Ms. Cisneros asked Ms. Morris if her observations in the classrooms were done during stages of the learning process. Ms. Cisneros asked how it was determined that the students were not learning and what data was used to come to that conclusion. Motion by Ms. Bray, seconded by Ms. Little, to approve the minutes of the March 14, 2023 meeting with the proposed correction. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

CONSENT AGENDA (75) Action was taken on the following consent items: temporary teaching certificates (Exhibit 22-23-92), substitute teaching list (Exhibit 22-23-93), and graduation diplomas (Exhibit 22-23-94). Motion by Mr. Gonzalez, seconded by Ms. Bray, to approve the consent items. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

STUDENT AWARDS RETIREE RECEPTION Dr. Barlow reported that a reception to give student awards will be held before the board meeting on May 9, 2023 and a reception to present retirees with a plaque will be held before the June 13, 2023 board meeting.

REALMS UPDATE REALMS board member, Elsa Hennings, and Mr. Don Beene, chief academic officer, gave a report regarding recent changes being implemented at the academy including after school tutoring, Saturday math and reading programs, summer school classes, and teacher staff development.

BOARD POLICY (76) KCSOS staff have written a policy (Exhibit 22-23-95) using a template from the California School Boards Association. Sample board policies from Riverside, San Diego, Ventura, county offices of education and WestEd were provided to board members. Ms. Little also provided a revision to some of the board policy language. Board members were provided a history of KCSOS review of charter petitions and KCBOE approval/denial of charter petitions Kern County. Discussion was held regarding adopting a board policy for charter schools and the consequences of not having a policy. Dr. Barlow pointed out that the Kern County Superintendent of Schools has a detailed administrative regulation and a checklist which have been used for many years and can be provided to charter petitioners in the absence of a Board level policy. Motion by Ms. Bray, seconded by Mr. Marciano, to not adopt a board charter policy. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marciano	yes
Mr. Froehlich	yes				

WONDERFUL (77) Dr. Gilbert reported that any time there is a significant change to a COLLEGE PREP charter petition, the change must go before the Board. Wonderful ACADEMY-DELANO representatives: Ms. Lupe Sanchez, director of Compliance, MATERIAL Operations & Family Affairs, and Mr. Bill Toomey, chief business officer, REVISION and Mr. Murrillo, chief facilities officer, gave background on the adoption of the charter school bylaws and the submission of the revision. They also extended an invitation to visit the campus. Materials are Exhibit 22-23-96. Mr. Froehlich opened the meeting at 7:32 p.m. to receive comments from the public and hearing none, the hearing concluded at 7:33 p.m. This item will return at the May board meeting for approval. Motion by Ms. Bray, seconded by Mr. Giordano, to accept and file the report. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marciano	yes
Mr. Froehlich	yes				

CA ED CODE (78) Mr. Froehlich asked for public comments regarding this item and Mr. 35292.6 Dennis McLean addressed the board in opposition to the Education Code HYGIENE 35292.6 requirement to provide feminine hygiene products in the boys' PRODUCTS restrooms at school. Mr. McLean also requested to have AB 1314 as a IN RESTROOMS board agenda item for discussion. Ms. Melissa Allen, attorney, Schools Legal Service, reported on the history, language, and intent for AB 367 Menstrual Equity Act and the consequences for failing to comply.

Mr. Shannon, assistant superintendent, Support Services, reported on how KCSOS facilities became compliant and stated that KCSOS does not install the hygiene dispensers in non-KCSOS sites. Dr. Barlow gave an example of how the hygiene products have been implemented in a school district and reported that there have been no reported issues to date from superintendents. Board discussion was held and Ms. Allen and Mr. Shannon answered board questions. Board members stated a desire to approve a letter or resolution to send to the Governor expressing the Board's opposition to this legislative requirement. Motion by Ms. Little, seconded by Mr. Giordano, to write a letter or resolution to the Governor stating the Board's opposition to the requirement of having feminine hygiene products available in the boys' restrooms at schools. Vote as follows:

Ms. Bray	no	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

RESOLUTION-  
 CLASSIFIED  
 EMPLOYEE  
 WEEK

(79) Dr. Barlow reported that this is an annual resolution that is used to recognize the valuable services provided to schools by classified staff and honor their contributions. The resolution is Exhibit 22-23-97. Motion by Ms. Bray, seconded by Mr. Giordano, to adopt the resolution. A roll call vote was taken:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

RESOLUTION-  
 SCHOOL  
 HEALTH  
 MONTH

(80) Dr. Barlow reported that this resolution honors school health workers and it is important to recognize this team of individuals. The resolution is Exhibit 22-23-98. Motion by Mr. Giordano, seconded by Mr. Gonzalez, to adopt the resolution. A roll call vote was taken:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

RESOLUTION-  
 RETIRING  
 EMPLOYEES

(81) Dr. Barlow reviewed the resolutions (Exhibit 22-23-99) honoring the following employees that are retiring:

Yvette Carillo	Rebecca Flury'Long	Laura Haywood
Steven Mattern	Priscilla Quinn	Kacie Saldana
Toni Smith	Cathy Victoria	

Motion by Ms. Little, seconded by Mr. Gonzalez, to adopt the resolutions of retirement. A roll call vote was taken:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

WILLIAMS QUARTERLY REPORTS (82) Dr. Barlow reported that the Williams Reports for the period January 1 to March 31, 2023 reflect that there were no complaints filed for the Special Education programs and Alternative Education programs. The reports are Exhibit 22-23-100. Motion by Mr. Giordano, seconded by Ms. Bray, to receive and file the reports. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

KCSOS AUDIT REPORT (83) Mr. Medina reported that Education Code requires that school districts engage an independent auditor to perform an audit. The report (Exhibit 22-23-101) for KCSOS has no findings. Motion by Ms. Bray, seconded by Ms. Little, to accept and file the report. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

WONDERFUL ACADEMY AUDIT REPORT (84) Mr. Medina reported that audit report for Wonderful College Prep Academy which includes both Delano and Lost Hills sites reflects no findings. The report is Exhibit 22-23-102. Motion by Ms. Cisneros, seconded by Mr. Gonzalez, to accept and file the report. Vote as follows:

Ms. Bray	yes	Mr. Giordano	yes	Ms. Little	yes
Ms. Cisneros	yes	Mr. Gonzalez	yes	Mr. Marcano	yes
Mr. Froehlich	yes				

EMERGENCY CONTACT LIST Mr. Sanders reviewed how the KCSOS Communications Department receives information regarding emergencies and the collaborative efforts that KCSOS participates in. Ms. Little asked if we are going to be following up with any type of policy or procedure and requested a text or call to receive information for an emergency.

BOARD REPORTS Mr. Gonzalez shared that he had a mishap that has affected his speech but he is working through it and everything is fine. He appreciates the prayers sent his way. He wished everyone a Happy Easter alongside family and friends.

Ms. Cisneros reported that in light of AB 367, it is important to let parents know that this is a place where you can come to express your opinion and extended an invitation to parents to come forward to express concerns.

Ms. Bray appreciated the conversations today and appreciates being able to discuss them. If you feel any law is not appropriate then you need to reach out to your representative because only so much can be done here. The legislature is the place to go and please reach out because it is important to you. Ms. Bray also reported that yesterday was International Safety Pin Day.

Ms. Little thanked everyone for participating today.

Mr. Froehlich thanked board members and staff for the condolences he received.

SUPERINTENDENT  
REPORT

Dr. Barlow thanked staff for their commitment to serving all students and ensuring all students have a safe and welcoming environment and a place to learn where they feel they belong and that each year one more thing is added to the list of requirements for education. Dr. Barlow asked that board members submit any proposed changes to the minutes to Gaye Edwards in advance of the meeting and if board members have any questions to please send them to her.

NEXT MEETING

The next regular meeting of the Kern County Board of Education will be held on Tuesday, May 9, at 6:30 p.m. in the Board Room at 1300 17<sup>th</sup> Street, City Centre, Bakersfield, California.

ADJOURNMENT

The meeting adjourned at 8:35 p.m.



**I. GENERAL FUNCTIONS**

- a. Call to Order
- b. Pledge of Allegiance to the Flag
- c. Roll Call
- d. Agenda Issues
- e. Minutes of April 11, 2023 Meeting.

Recommendation: That the Board approve the minutes of the regular meeting of April 11, 2023 (1) as presented or (2) as corrected.

- f. Student Awards and Recognition

**II. HEARING OF CITIZENS**

The Board of Education appreciates comments from members of the public, who have the opportunity to address the Board on agenda items (before the Board's consideration of the item) and on other matters within the Board's jurisdiction.

To move the meeting business along efficiently, individual speakers are allotted up to three minutes each, and the total time for comment on each agenda item or other topic within the Board's jurisdiction will be limited to 20 minutes. In exceptional circumstances, the Board President may, with Board consent, reduce or increase the amount of time allowed for public input and/or the time allotted for each speaker, when such adjustment is necessary to ensure full opportunity for public input within the time allotted. Any such adjustment shall be done in an equitable manner, so as to allow a diversity of viewpoints. The President may also ask members of the public with the same viewpoint to select a few individuals to address the Board regarding that viewpoint.

To allow the Board to organize the public comments, persons wishing to speak will need to fill out a form before the meeting begins, providing a name and the agenda item or other topic within the Board's jurisdiction on which they wish to speak. By law items not appearing on the agenda cannot normally be the subject of board action.

**III. CONSENT AGENDA**

- a. Approval of Temporary Teaching Certificates
- b. Approval of Substitute Teachers List
- c. Approval of Graduation Diplomas

A list of personnel who have met the requirements for employment as substitute teachers in classes operated by the County Superintendent of Schools Office for the 2022-2023 school year is on pages 10-12. On page 13 is a list of substitute teachers and on pages 14 is a list of students who have completed their course of study and are ready for graduation.

Recommendation: That the Board approves all items on the consent agenda.

#### IV. HEARING

a. Appeal by Student C of Expulsion from the Kern High School District

A parent requested to file an appeal for his daughter's expulsion from the Kern High School District and received the necessary forms. At the time this board packet was mailed to board members, the forms had not been returned to the office. This item has been placed on the agenda should the parent return the appeal forms in time for the board meeting as provided in Education Code.

#### V. INFORMATIONAL ITEMS

a. Update on Leaders in Life Conference

Mr. Morgan Clayton founder of the Leaders in Life Conference and Mr. Steve Sanders will Provide an update on what is planned for the conference.

b. Kern Education Pledge Update

Mr. Cy Silver, Superintendent, Norris School District will present the Kern Education Pledge efforts related to school safety.

c. Kern County Superintendent of Schools Support for Potential Flooding

Mr. Christian Shannon, assistant superintendent, Support Services will give an update on the county office's participation in coordinated efforts for emergency planning.

d. KCSOS Annual Summary Report of District LCAP Support

Dr. Barlow will present the annual summary of district supports provided by Kern County Superintendent of Schools. The report is found on pages 15-28.

e. AB 1314-Proposed Legislation for Gender Identity Parental Notification

Ms. Melissa Allen, attorney, Schools Legal Service will provide information about Assembly Bill 1314. A copy of the language contained in the bill is on pages 29-32.

f. Education Code Section 35292.6 Stocking Feminine Hygiene Products in School Restrooms

At the April board meeting, the Board voted to write a letter or resolution to the Governor stating the Board's opposition to the requirement of having feminine hygiene products available in the boys' restrooms at schools. Schools Legal Service drafted a letter that was emailed to board members.

Recommendation: That the Board discuss and determine next steps.

## VI. NEW BUSINESS

a. Resolution-Honoring Ronald Froehlich for 51 Years of Service

A resolution honoring Mr. Froehlich's 51 years of service to education is found on page 33 and a plaque will be presented to Mr. Froehlich.

Recommendation: That the Board shall adopt the resolution.

b. Resolutions-Retiring Personnel

On pages 34-40 are resolutions for staff that are retiring.

Recommendation: That the Board shall adopt the resolutions.

c. Central Academy of Arts and Technology (CAAT) Memorandum of Understanding

The MOU with the Central Academy of Arts and Technology (CAAT) is found on pages 41-63.

Recommendation: That the Board shall approve the MOU.

d. Public Hearing-Wonderful College Prep Academy-Delano Charter Material Revision

The charter revised its governance structure which is described in the material revision that was provided at the April board meeting. On pages 64-67 is a redlined copy of the changes being made to the governance structure. A public hearing was held at the April board meeting and the Board is asked to approve the material revisions at the May meeting.

Recommendation: That the Board approve the revisions.

e. Public Hearing for 2023-2024 Local Control and Accountability Plan (LCAP)

Each County Office of Education is required to submit a Local Control Accountability Plan (LCAP) to the State Board of Education annually. The 2023/2024 LCAP, LCAP annual update and expenditure report was included separately with the board packet. Ms. Desiree Von Flue, assistant superintendent, Educational Services, will present information about the LCAP development process.

The Board is required to hold a public hearing for the proposed LCAP prior to the board meeting in which they are adopted. Adoption of the LCAP must be held after, but not on the same day as the public hearing. The public hearing is intended to allow stakeholders and members of the community an opportunity to review and comment on proposals prior to Board action.

Recommendation: That the Board shall hold a public hearing to receive comments on the LCAP.

f. Public Hearing for 2023-2024 Budget Overview for Parents

California Education Code requires county offices of education to develop a Local Control Funding Formula Budget Overview for Parents in conjunction with the LCAP. The purpose of the document is to provide fiscal transparency to all educational partners, and the document is a requirement of the LCAP review and approval process. The document is found on pages 68-71.

Recommendation: That the Board shall hold a public hearing to receive comments at this board meeting, and the plan will be brought back to the Board for approval at the June board meeting.

g. Public Hearing for the 2023-2024 County Schools Services Fund Final Budget

The preliminary County Schools Service Fund (CSSF) budget for 2023-2024 is found on pages 72-90. Mr. Jonathan Medina, assistant superintendent, Fiscal Services, will present information about the budget development process. Education code provides that any taxpayer directly affected by the CSSF budget may appear before the County Board of Education and speak on the proposed budget or any item herein.

The County Office must hold a public hearing for the proposed budget prior to the board meeting in which they are adopted. Adoption of the budget must be held after, but not on the same day as the public hearing. The public hearing is intended to allow stakeholders and members of the community an opportunity to review and comment on proposals prior to Board action.

Recommendation: That the Board shall hold a public hearing to receive comments on the County Schools Service Fund budget for 2023-24.

**VII. REPORT OF COUNTY BOARD MEMBERS**

**VIII. REPORT OF COUNTY SUPERINTENDENT**

**IX. AGENDA ITEMS FOR NEXT MEETING**

**X. DATE OF NEXT MEETING: JUNE 13, 2023**

The next regular meeting of the Kern County Board of Education will be held on Tuesday, June 13, 2023 at 6:30 p.m. in the Board Room at 1300 17<sup>th</sup> Street, City Centre, Bakersfield, California.

**XI. ADJOURNMENT**



Kern County Superintendent of Schools

**2023-24**

**Annual Summary Report**

## Local Context

Home to more than 900,000 residents, Kern County is the eleventh most populous county in California and the third largest in physical size, sprawling a massive 8,100 square miles. The county spans the agriculture and oil rich southern San Joaquin Valley, Sierra Nevada Mountain communities, and the expansive high desert in the east part of the county.

The Kern County Superintendent of Schools (KCSOS) supports and serves the 46 school districts throughout the county, which are as unique as the communities they reside in. From a rural mountain school district with a mere 18 students, to two large urban school districts in the heart of Bakersfield serving more than 40,000 students each, nearly 200,000 K-12 students in all are served. 67 percent are Hispanic.

In Kern County, 33 percent of all children live in households with incomes below the federal poverty level and 74% of K-12 students are considered socioeconomically disadvantaged. Furthermore, educational attainment in Kern County lags behind economic peers. For example, only 17.1 percent of Kern County residents hold a bachelor's degree or above, compared to 34.7 percent statewide.

The 2022 release of the California Assessment of Student Performance and Progress (CAASPP) standardized assessment results in ELA and math affirmed the local challenges created by the pandemic. In Kern County, 37.9 percent of students met or exceeded standards in English Language Arts/Literacy (compared to 43.5 percent in 2019) and 21.3 percent met or exceeded standards in mathematics (compared to 28.8 percent in 2019). The CA School Dashboard results identified 34 out of our 46 (74 percent) Kern County districts as eligible for Differentiated Assistance as part of the state accountability system.

<sup>91</sup>In 2017, the Kern Education Pledge (KEP) was initiated and is composed of leaders from Kern's 46 school districts, partnering institutes of higher education, and the larger community, who have committed to working together as one system to improve outcomes for ALL students as they move through the cradle to career continuum. The Kern Integrated Data System (KiDS) is an integral part of the Kern Education Pledge and ensures the sharing of student outcome data to assist all stakeholders in making informed decisions about what is best for students, teachers, and schools. KiDS is a powerful and secure student data warehouse where educators have access to large data sets and a myriad of real-time reports.

## Summary

The Kern County Office of Education Superintendent of Schools will support all districts and schools within Kern County for Level 1 support by:

- Providing a Continuous Improvement Process and tools to districts and schools.
- Providing relevant and district-requested professional learning.
- Creating topic and/or job-alike networks for collaboration and learning.
- Sharing innovative and impactful practices across the county and state.
- Providing resources and information from the state and federal agencies.

- Providing connections to resources locally and statewide.
- Embedding continuous improvement process into all learning networks (Superintendent, Asst. Superintendent, Principal Learning Network, Coaches, etc....)

The Kern County Superintendent of Schools (KCSOS) office will support districts identified for technical assistance with Level 2 support beginning with a collaborative data analysis, resulting in the identification of the Local Educational Agencies (LEAs) strengths and areas of growth. This collaboration between the County Office of Education (COE) and the LEA will result in a targeted approach to the following supports designed for districts:

- Providing a Continuous Improvement Process and tools to districts and schools.
- Providing relevant and district-requested professional learning.
- Creating topic and/or job-alike networks for collaboration and learning.
- Sharing innovative and impactful practices across the county and state.
- Providing resources and information from the state and federal agencies.
- Providing connections to resources locally and statewide.

## **Definition of Terms**

**Goal:** A goal is an explicit description of desired outcomes. Goals are often written to be measurable and time specific.

17

**Continuous Improvement:** Continuous improvement is identified in statutes as the framework for improving outcomes for California students through the Local Control and Accountability Plan (LCAP). Continuous improvement is used to describe an ongoing effort over time that leads to the improvement of student outcomes. Distinguishing features of a continuous improvement approach include:

- Taking a systems perspective
- Being process-oriented
- Understanding problems and their root causes

**Differentiated Assistance:** Local Educational Agencies (LEAs) are eligible for Differentiated Assistance if:

- The County Superintendent does not approve the LEAs LCAP
- The governing board of the LEA requests technical assistance
- The LEA fails to improve pupil achievement across more than one state priority for one or more student groups

**Improvement Science:** Improvement Science is a systematic process explicitly designed to improve teaching and learning through a problem-centered approach.

**Instructional Leadership Network (ILN):** ILN is a network supporting instructional leaders from all of Kern County districts and charters through monthly meetings and regular communication, focused on closing performance gaps and improving outcomes for all students. The diversity of our districts and the diverse needs of large, small, rural, urban, elementary, or secondary districts are considered in the support provided.

**Multi-Tiered System of Support (MTSS):** MTSS is a framework aligning to Response to Instruction and Intervention with the Common Core State Standards and the systems necessary for academic, behavioral, and social success.

**Problem of Practice:** A problem of practice is an area of focus a school or school district identifies as an area of focus for improvement.

**Professional Learning Networks (PLN):** PLNs are support networks based on the concept of Professional Learning Communities and are intended to build capacity and support deeper learning in interpreting, using, and understanding data, the CA School Dashboard, and the LCAP as tools for continuous improvement.

**Root Cause Analysis:** Root Cause Analysis is a process for understanding the root causes of the current problem and may assist in understanding the system and user perspectives.

**Kern Integrated Data System (KiDS):** a powerful warehouse which consolidates multiple data sources from all Kern County districts.

18

The following plan to support districts in implementing Local Control Accountability Plans (LCAPs) adheres to the provisions/requirements of *California Education Code (EC) 52066* and will be submitted to the Board annually with the LCAP at the public meeting when the LCAP is adopted and shall be submitted to the California Department of Education (CDE) with the LCAP. This plan does not apply to a county superintendent of schools with jurisdiction over a single school district.

EC Section 52066, [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=EDC&sectionNum=52066](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=52066)



## Goal One: Approve all LCAPs.

**LCAP Support:** Completing the review of LCAPs submitted by school districts [EC Section 52070].

**Objectives:**

- Provide all districts with technical support and feedback on initial drafts prior to their LCAP Public Hearing.
- Provide ongoing informational updates and training to superintendents and other school/district leaders related to LCAPs, state priorities, and student groups.
- Complete review and approval of all LCAPs.

Metric	Action
<p>1. All districts receive some form of technical assistance (A, B, C, D, E) from the assigned Management Analyst &amp; Fiscal Analyst.</p> <p>2. LCAPs pre-approved prior to Public Hearings are subject to final fiscal approval with the Adopted Budget.</p>	<p>A. October- Management Analysts schedule one-on-one meetings with district leadership teams to discuss each LEA's goals, outcome data, and develop a support plan.</p> <p>B. Provide LCAP development and KiDS training.</p> <p>C. Provide opportunities for SELPA feedback on the current LCAP drafts.</p> <p>D. Provide individualized support to LEAs.</p> <p>E. Provide drop-in online technical assistance sessions for district leaders to attend and ask questions regarding LCAP components and requirements.</p> <p>F. Review LCAP drafts and provide feedback between March and June 2021.</p> <p>G. Management Analysts and district Fiscal Analysts meet several times to collaborate regarding LCAP requirements, calibration, and review practices.</p>
<p>1. Survey district leaders to measure the level of effectiveness of support and information.</p>	<p>A. Agendize LCAP items/updates for Superintendent Meetings, Instructional Leadership Network Meetings, Business Services Leader meetings, and PLN/APLN.</p> <p>B. July &amp; August-Assess CAASPP and local data results to determine county-wide trends and professional learning needs.</p> <p>C. May &amp; June- Provide feedback on the current draft of LCAPs.</p> <p>D. Provide district support around professional learning, accelerated learning, and expanded learning opportunities.</p> <p>E. August-Annually assess LCAPs to determine professional learning needed on a county-wide basis to improve LCAPs and outcomes for students.</p> <p>F. Provide professional learning opportunities focused on distance learning, blended, and in-person instruction.</p>

	G. Provide professional learning opportunities focused on State and Local Indicators, LCAP template components (i.e., Annual Update, etc.), county-wide identified needs, student groups, educational partner engagement, data analysis, and the continuous improvement process.
1. All LCAPs approved and uploaded to the county webpage by September 15.	A. Review board approved LCAPs in June, July, and August, and work with district leaders to ensure all LCAPs are approvable by the County Superintendent. B. Post on KCSOS web page. C. Ensure all LEAs have board approved LCAPs on each LEA website.

EC Section 52070, [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=52070.&lawCode=EDC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52070.&lawCode=EDC)

**Goal Two: Utilize the cycle of continuous improvement to provide technical assistance to schools and districts based on need. Technical assistance is provided to districts who are identified as needing assistance as well as those that volunteer for assistance.**

**Technical Assistance:** Providing technical assistance to school districts pursuant to subdivisions (a) and (b) of Ed Code 52071.

1. When the County Superintendent does not approve a LCAP.
2. When a district requests support.

**Objectives:**

- Support districts with initial data analysis and identification of strengths and growth areas.
- Support districts with systems analysis and identification of systems-level strengths and weaknesses.
- Support districts with identifying a problem of practice and completing a root cause analysis.
- Support districts with a synthesis of findings and action planning.

Metric	Action
<ol style="list-style-type: none"> <li>1. Completed and approved sections of the LCAP: Greatest Progress, Greatest Needs, and Performance Gaps.</li> <li>2. District progress on the CA Dashboard.</li> </ol>	<ol style="list-style-type: none"> <li>A. The Administrator of Continuous Improvement and the Management Analysts compile data from state platforms and KiDS for each eligible district and their teams to analyze.</li> <li>B. Management Analysts work with district leadership teams to review current year dashboard data, KiDS, and local data to determine strengths and growth areas within each state indicator.</li> <li>C. Management Analysts will work collaboratively with district staff to create or review current improvement plans and make necessary adjustments based on identified needs.</li> <li>D. COE will support each district to identify and provide professional learning based on district needs.</li> </ol>
<ol style="list-style-type: none"> <li>1. Completion and analysis of the Fidelity Integrity Assessment (FIA) or the LEA Self-Assessment (LEASA).</li> </ol>	<ol style="list-style-type: none"> <li>A. Management Analysts provide guidance and support as team members complete the FIA or the LEASA.</li> <li>B. Management Analysts facilitate the district teams through a collaborative FIA/LEASA to identify strengths and growth areas.</li> </ol>
<ol style="list-style-type: none"> <li>1. Identification of a Problem of Practice.</li> <li>2. Completion of Root Cause Analysis.</li> <li>3. Development of a Theory of Action.</li> <li>4. Alignment of LCAP goals to Root Cause Analysis.</li> <li>5. Support in the implementation of the action plan.</li> </ol>	<ol style="list-style-type: none"> <li>A. Work with the district Superintendent to identify a diverse stakeholder team to engage in the Continuous Improvement Process (CIP).</li> <li>B. Work with district teams to complete a Root Cause Analysis utilizing Improvement Science tools. (i.e., Fishbone Diagram, The 5 Whys Protocol, etc.).</li> <li>C. Introduce the Continuous Improvement Cycle to districts and PLN.</li> </ol>

	<p>D. Work with district leaders to draft LCAP goals or actions which align with eliminating identified root causes.</p>
<p>1. Alignment of LCAP actions and services to eliminate the problem of practice.  2. Alignment of Demonstration of Increased or Improved Services for Unduplicated Pupils within the LCAP to eliminate the Problem of Practice.  3. Surveys from districts participating in the Continuous Improvement Process measuring their satisfaction and the effectiveness of the process.</p>	<p>A. Work with district leaders to create a communication plan to receive feedback and confirm the district’s problem of practice, and root causes from key educational stakeholders, using strategies such as interviews, focus groups, and surveys.  B. Support district teams to create a theory of action, an action plan, outcomes, and metrics to eliminate the identified two or three root causes to improve student outcomes ultimately.  C. Support district leaders to embed these actions within the LCAP.  D. Provide customized support in the area(s) the district has identified as a need, based on root cause analysis.  E. Management Analysts schedule monthly contacts with districts to review implementation, monitor progress, and offer support.  F. Survey districts and meet regularly with district Management Analysts to share successes and challenges with implementation, review data, monitor outcomes and determine the next steps.</p>

EC Section 52071, [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=52071.&lawCode=EDC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52071.&lawCode=EDC)

**Providing Differentiated Assistance:** Providing technical assistance to school districts pursuant to subdivision (c) of EC Section 52071.

Actions	Source of Funding
<ol style="list-style-type: none"> <li>1. Work with the district Superintendent to identify a diverse stakeholder team to engage in the Continuous Improvement Process (CIP).</li> <li>2. Work with district teams to complete a Root Cause Analysis utilizing Improvement Science tools. (i.e., Fishbone Diagram, The 5 Whys Protocol, etc.).</li> <li>3. Introduce the Continuous Improvement Cycle to districts and PLN.</li> <li>4. Work with district leaders to draft LCAP goals or actions which align with eliminating identified root causes.</li> <li>5. Work with district leaders to create a communication plan to receive feedback and confirm the district’s problem of practice, and root causes from key educational stakeholders, using strategies such as interviews, focus groups, and surveys.</li> <li>6. Support district teams to create a theory of action, an action plan, outcomes, and metrics to eliminate the identified two or three root causes to improve student outcomes ultimately.</li> <li>7. Support district leaders to embed these actions within the LCAP.</li> <li>8. Provide customized support in the area(s) the district has identified as a need, based on root cause analysis.</li> <li>9. Management Analysts schedule monthly contacts with districts to review implementation, monitor progress, and offer support.</li> <li>10. Survey districts and meet regularly with district Management Analysts to share successes and challenges with implementation, review data, monitor outcomes and determine the next steps.</li> </ol>	<ul style="list-style-type: none"> <li>• <i>Local Control Funding Formula (LCFF) Revenues</i></li> <li>• <i>County Operations Grant</i></li> <li>• <i>Differentiated Assistance</i></li> <li>• <i>Other State Revenues</i></li> <li>• <i>Early Intervention Grants – Federal Revenues</i></li> <li>• <i>Other Federal Revenues</i></li> <li>• <i>Foster Youth – All Other State Revenues</i></li> <li>• <i>TUPE COE Technical Assistance Grants</i></li> </ul>

EC Section 52071, [http://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=52071.&lawCode=EDC](http://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52071.&lawCode=EDC)

**For COEs who have Local Educational Agencies who meet the eligibility criteria under Ed Code 52072(b)(1)**

Component	Metric	Action
<p><b>Optional Prompt for COEs with districts who meet criteria.</b> [EC Section 52072 (b)(1)]</p>	<p>1. Improved student outcomes resulting in no longer being eligible for technical assistance.</p>	<p>While we do not have any districts who meet the eligibility criteria described above, we anticipate the following actions for any Kern County district who become eligible:</p> <ol style="list-style-type: none"> <li>1. Complete a systems analysis of the districts' current improvement plan, efforts, and effectiveness of implementation.</li> <li>2. Provide customized support in any identified areas of improvement.</li> <li>3. Intentionally connect the districts with the Statewide System of Support Leads and resources, as appropriate.</li> </ol>

EC Section 52072(b)(1), [https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=52072&lawCode=EDC](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52072&lawCode=EDC)

**Goal Three: Provide support for continuous improvement to all districts.**

**Other Support:** Providing any other support to school districts and schools within the county in implementing the provisions of EC Sections 52059.5-52077.

**Objectives:**

- Refine and align professional learning offerings to district needs around academic, behavioral, and social-emotional student outcomes.
- Provide opportunities for school and district leaders to network and learn together.
- Provide district leaders with opportunities to understand and apply the continuous improvement framework and tools.
- Assist districts in implementing and monitoring the impact of actions identified in their LCAP.

Metric	Action
<p>1. Attendance at professional learning.</p> <p>2. Evaluations &amp; surveys will be provided following each professional development.</p>	<p>A. Analyze data (LCAP, CAASPP, CA School Dashboard) and feedback from districts to determine trends and needs to help guide professional learning.</p> <p>B. Provide district support with formative data to determine needs and measure the effectiveness of programs and/or actions through KiDS.</p> <p>C. Professional Learning &amp; Student Support (PLSS) and Special Education Local Plan Area (SELPA) staff provide professional learning based on county-wide student outcome trend data.</p> <p>D. Student Wellness Department (KCSOS), Kern County Network for Children (KCNC), and Foster Youth/Homeless Support (KCSOS) staff provide professional development related to behavioral and social-emotional outcomes.</p> <p>E. Student Wellness, SELPA, and PLSS staff provide professional learning related to the implementation and use of MTSS and UDL.</p> <p>F. PLSS, Student Wellness, KCNC, Foster Youth/Homeless Support, and SELPA staff collaborate to provide integrated professional learning opportunities.</p>
<p>1. Attendance at various site administrator network meetings.</p> <p>2. Attendance at Instructional Leadership Network meetings.</p> <p>3. Attendance at Principals' and Assistant Learning Network meetings.</p>	<p>A. Provide monthly opportunities for district Superintendents, CIA Leaders, Business Officials, Principals, and Instructional Coaches to come together for state and local updates related to curriculum, instruction accountability, and assessment, as well as structured opportunities, to share best practices and learn from each other.</p> <p>B. Include "Best Practices" as an agenda item for PLN meetings to provide opportunities for districts to share problems of practice and how they are addressed in their districts.</p>

	<p>C. Facilitate monthly site administrator network (PLN/APLN) meetings to provide opportunities for site administrators to network and learn together.</p> <p>D. Share with educational partners annually the innovative and impactful schools across Kern County with positive student outcome data around state priorities.</p>
<p>1. Attendance at continuous improvement professional development.</p> <p>2. Implementation surveys post-professional development.</p> <p>3. Continuous improvement evidence &amp; artifacts.</p>	<p>A. Provide professional learning on/around continuous improvement strategies during Superintendent Network, Instructional Leadership Network (ILN), and Principals' and Assistant Principals' Network (PLN &amp; APLN) meetings.</p> <p>B. Provide districts with a systematic continuous improvement training series.</p> <p>C. Model and practice using continuous improvement resources and tools during ILN, PLN, and APLN meetings.</p> <p>D. Provide opportunities for district leaders to share continuous improvement practices and processes utilized in their districts at monthly ILN and PLN meetings.</p> <p>E. Provide district support with formative data to determine needs and measure the effectiveness of programs and/or actions through KiDS.</p>
<p>1. Review of District Annual Updates.</p> <p>2. Support district analysis of the progress on the CA Dashboard.</p>	<p>A. The Administrator of Continuous Improvement and LCAP Review Team will review district LCAPs.</p> <p>B. Management Analysts will remain in contact with districts throughout each month to discuss progress and outcomes.</p> <p>C. Provide district support with formative data to determine needs and measure the effectiveness of programs and/or actions within the LCAP through KiDS.</p>

EC Sections 52059.5–52077, [https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?division=4.&chapter=6.1.&part=28.&lawCode=EDC&title=2.&article=4.5](https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=4.&chapter=6.1.&part=28.&lawCode=EDC&title=2.&article=4.5)



## Collaboration

The Kern County Superintendent of Schools will collaborate with the California Collaborative for Educational Excellence (CCEE), the CDE, other county superintendents, Geographic Lead Agencies (Geo Leads), as well as System of Support (SOS) Lead Agencies to support school districts within the county in the following ways:

Actions	CCEE	CDE	County Superintendents	Geo Leads	SOS Leads
The Kern County Superintendent of Schools participates in quarterly California County Superintendents meetings.	Y	Y	Y	Y	
The Kern County Superintendent of Schools participates in monthly California County Superintendents' board meetings.			Y		
The Kern County Superintendent of Schools participates in Statewide System of Support meetings.	Y	Y	Y	Y	Y
The Kern County Superintendent of Schools Associate Superintendent and Deputy Superintendent of Instruction attend Lead Agencies System of Support meetings.	Y	Y	Y	Y	Y
The Deputy Superintendent of Instruction, Administrator of Continuous Improvement Support, and Administrator of Professional Learning and Student Support meet bi-monthly with C&I leaders across the state at Curriculum and Instructional Steering Committee (CISC) meetings.	Y	Y	Y	Y	
The Deputy Superintendent of Instruction is a member of the CISC Accountability Subcommittee.	Y				
The Administrator of Continuous Improvement and Support, and/or a Management Analyst, attend State and Federal Program Meetings.		Y			
The Associate Superintendent, the Deputy Superintendent of Instruction, the Administrator of Continuous Improvement Support, and the Administrator of Professional Learning and Student Support participate in monthly Geographic Area Lead meetings with COE leaders from 6 counties.				Y	Y
The Deputy Superintendent facilitates monthly Geographic Lead Meetings				Y	Y

## Goal Four: Supports for Special Education

**While the Special Education Addendum is not applicable until the 2025–2026 LCAP Cycle per EC Section 52064.3, KCSOS is engaging in the following actions to improve outcomes for Students with Disabilities (SWD):**

1. All 46 Kern County school districts consult with their (the appointed/appropriate) SELPA for the Local Control & Accountability Plans (LCAPs) around outcomes for SWD and potential actions to support improvement efforts.
2. Collaboration between Instructional Services (who support Differentiated Assistance) and SELPA (who support Compliance & Improvement Monitoring) to align improvement efforts.
3. Monthly collaboration meetings with special education directors to provide support, information, legislative updates, etc.
4. SELPA provided network for new directors of special education.
5. Collaboration between instructional services and SELPA to ensure every professional learning offered through KCSOS provides educators with tools and supports for SWD.
6. Professional learning for administrators to ensure supports are in place for SWD.
7. Participation in the Valley to Coast Collaborative (Geo Lead) with six other COEs to focus on improving outcomes for SWD.

### Budget - COE

Differentiated Assistance & LCAP Support Plan	2023-2024 Estimated Costs
Certificated Staff-salaries and benefits	\$7,184,703
Classified Staff-salaries and benefits	\$4,514,293
<b>Total Estimated Cost</b>	<b>\$11,698,996</b>

### Budget - SELPA

Differentiated Assistance & LCAP Support Plan	2023-2024 Estimated Costs
Certificated Staff-salaries and benefits	\$1,251,228
Classified Staff-salaries and benefits	\$1,323,735
<b>Total Estimated Cost</b>	<b>\$2,574,963</b>



# California

## LEGISLATIVE INFORMATION

[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

### AB-1314 Gender identity: parental notification. (2023-2024)

SHARE THIS:  

Date Published: 03/09/2023 09:00 PM

AMENDED IN ASSEMBLY MARCH 09, 2023

CALIFORNIA LEGISLATURE— 2023-2024 REGULAR SESSION

## ASSEMBLY BILL

**NO. 1314**

Introduced by Assembly ~~Member~~ **Members Essayli and Gallagher**

February 16, 2023

An act to amend Section ~~33502~~ 51101 of the Education Code, relating to ~~state educational entities:~~  
pupils.

### LEGISLATIVE COUNSEL'S DIGEST

AB 1314, as amended, Essayli. ~~State educational entities: Educational Innovation and Planning Commission:~~  
Gender identity: parental notification.

*Existing law provides that parents and guardians of children enrolled in public schools have the right, and should have the opportunity, as mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children, as specified to include, among other things, having access to the school records of their child.*

*Existing law authorizes a minor who is 12 years of age or older to consent to mental health treatment or counseling services, notwithstanding any provision of law to the contrary, if, in the opinion of the attending professional person, the minor is mature enough to participate intelligently in those services, or to outpatient mental health treatment or counseling services if the foregoing is true and the minor would present a danger of serious physical or mental harm to self or to others without the mental health treatment or counseling or residential shelter services, or is the alleged victim of incest or child abuse. Existing law requires the mental health treatment or counseling of a minor authorized by these provisions to include involvement of the minor's parent or guardian unless, in the opinion of the professional person who is treating or counseling the minor, the involvement would be inappropriate.*

*This bill would, notwithstanding the consent provisions described above, provide that a parent or guardian has the right to be notified in writing within 3 days from the date any teacher, counselor, or employee of the school becomes aware that a pupil is identifying at school as a gender that does not align with the child's sex on their birth certificate, other official records, or sex assigned at birth, using sex-segregated school programs and activities, including athletic teams and competitions, <sup>29</sup> or using facilities that do not align with the child's sex on*

their birth certificate, other official records, or sex assigned at birth. The bill would state legislative intent related to these provisions. By imposing additional duties on public school officials, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law establishes in the state government the Educational Innovation and Planning Commission. Existing law authorizes the Speaker of the Assembly, the Senate Committee on Rules, and the State Board of Education to appoint members to the commission, as prescribed.~~

~~This bill would make nonsubstantive changes to this provision.~~

Vote: majority Appropriation: no Fiscal Committee: **noyes** Local Program: **noyes**

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### **SECTION 1.** *Section 51101 of the Education Code is amended to read:*

**51101.** (a) Except as provided in subdivision (d), the parents and guardians of pupils enrolled in public schools have the right and should have the opportunity, as mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children, as follows:

- (1) Within a reasonable period of time following making the request, to observe the classroom or classrooms in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled in accordance with the requirements of any intradistrict or interdistrict pupil attendance policies or programs.
- (2) Within a reasonable time of their request, to meet with their child's teacher or teachers and the principal of the school in which their child is enrolled.
- (3) To volunteer their time and resources for the improvement of school facilities and school programs under the supervision of district employees, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher. Although volunteer parents may assist with instruction, primary instructional responsibility shall remain with the teacher.
- (4) To be notified on a timely basis if their child is absent from school without permission.
- (5) To receive the results of their child's performance on standardized tests and statewide tests and information on the performance of the school that their child attends on standardized statewide tests.
- (6) To request a particular school for their child, and to receive a response from the school district. This paragraph does not obligate the school district to grant the parent's request.
- (7) To have a school environment for their child that is safe and supportive of learning.
- (8) To examine the curriculum materials of the class or classes in which their child is enrolled.
- (9) To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child.
- (10) To have access to the school records of their child.
- (11) To receive information concerning the academic performance standards, proficiencies, or skills their child is expected to accomplish.
- (12) To be informed in advance about school rules, including disciplinary rules and procedures in accordance with Section 48980, attendance policies, dress codes, and procedures for visiting the school.
- (13) To receive information about any psychological testing the school does involving their child and to deny permission to give the test.

(14) To participate as a member of a parent advisory committee, schoolsite council, or site-based management leadership team, in accordance with any rules and regulations governing membership in these organizations. In order to facilitate parental participation, schoolsite councils are encouraged to schedule a biannual open forum for the purpose of informing parents about current school issues and activities and answering parents' questions. The meetings should be scheduled on weekends, and prior notice should be provided to parents.

(15) To question anything in their child's record that the parent feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school.

(16) To be notified, as early in the school year as practicable pursuant to Section 48070.5, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appeal a decision to retain or promote their child.

(17) (A) Notwithstanding any other law, including Section 6924 of the Family Code and Section 124260 of the Health and Safety Code, to be notified in writing within three days from the date any teacher, counselor, or employee of the school becomes aware that their child is doing either of the following:

(i) Identifying at school as a gender that does not align with the child's sex on their birth certificate, other official records, or sex assigned at birth.

(ii) Using sex-segregated school programs and activities, including athletic teams and competitions, or using facilities that do not align with the child's sex on their birth certificate, other official records, or sex assigned at birth.

(B) It is the intent of the Legislature, in enacting subparagraph (A), to do all of the following:

(i) Provide procedures designed to maintain and, in some cases, restore, trust between school districts and parents and guardians of pupils.

(ii) Bring parents and guardians into the decisionmaking process for mental health and social-emotional issues of their children at the earliest possible time in order to prevent or reduce potential instances of self-harm.

(iii) Promote communication and positive relationships with parents and guardians of pupils that promote the best outcomes for pupils' academic and social-emotional success.

(iv) Ensure timely notification to parents or guardians if, during the school day or at school-related activities, their pupil is being referred to by school employees as a gender that is different than the gender listed on the pupil's birth certificate or other official records.

(b) In addition to the rights described in subdivision (a), parents and guardians of pupils, including those parents and guardians whose primary language is not English, shall have the opportunity to work together in a mutually supportive and respectful partnership with schools, and to help their children succeed in school. Each governing board of a school district shall develop jointly with parents and guardians, and shall adopt, a policy that outlines the manner in which parents or guardians of pupils, school staff, and pupils may share the responsibility for continuing the intellectual, physical, emotional, and social development and well-being of pupils at each schoolsite. The policy shall include, but is not necessarily limited to, the following:

(1) The means by which the school and parents or guardians of pupils may help pupils to achieve academic and other standards of the school.

(2) A description of the school's responsibility to provide a high quality curriculum and instructional program in a supportive and effective learning environment that enables all pupils to meet the academic expectations of the school.

(3) The manner in which the parents and guardians of pupils may support the learning environment of their children, including, but not limited to, the following:

(A) Monitoring attendance of their children.

(B) Ensuring that homework is completed and turned in on a timely basis.

(C) Participation of the children in extracurricular activities.

(D) Monitoring and regulating the television viewed<sup>31</sup> by their children.

- (E) Working with their children at home in learning activities that extend learning in the classroom.
- (F) Volunteering in their children's classrooms, or for other activities at the school.
- (G) Participating, as appropriate, in decisions relating to the education of their own child or the total school program.

(c) All schools that participate in the High Priority Schools Grant Program established pursuant to Article 3.5 (commencing with Section 52055.600) of Chapter 6.1 of Part 28 and that maintain kindergarten or any of grades 1 to 5, inclusive, shall jointly develop with parents or guardians for all children enrolled at that schoolsite, a school-parent compact pursuant to Section 6319 of Title 20 of the United States Code.

(d) This section does not authorize a school to inform a parent or guardian, as provided in this section, or to permit participation by a parent or guardian in the education of a child, if it conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

**SEC. 2.** *If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.*

~~SECTION 1. Section 33502 of the Education Code is amended to read:~~

~~33502.(a) There is in the state government the Educational Innovation and Planning Commission consisting of a Member of the Assembly appointed by the Speaker of the Assembly, a Member of the Senate appointed by the Senate Committee on Rules, one public member appointed by the Speaker of the Assembly, one public member appointed by the Senate Committee on Rules, one public member appointed by the Governor, and 15 public members appointed by the state board upon the recommendation of the Superintendent or the members of the state board:~~

~~(b) The 15 public members appointed by the state board shall be broadly representative of the cultural and educational resources of the state and the public, including at least one individual from each of the following categories:~~

~~(1) Classroom teachers at the elementary level:~~

~~(2) Classroom teachers at the secondary level:~~

~~(3) Principals, superintendents, and other professional employees of local educational agencies and private schools:~~

~~(4) Teachers from institutions of higher education:~~

~~(5) School librarians, personnel involved in operating media programs in local schools, and guidance counselors:~~

~~(6) Individuals from fields of professional competence in dealing with children needing special education because of physical or mental handicaps, specific learning disabilities, severe educational disadvantages, and limited English proficiency or because they are gifted or talented, and individuals from fields of professional competence in guidance and counseling:~~

~~(7) Parents, senior class high school pupils and other interested members of the public:~~

~~(8) Leaders from private industry:~~

~~(c) The state board upon recommendation from the Superintendent may add to the 15 public members of the commission as required to fully conform to federal legislation and regulations:~~

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Today, May 9, 2023, we celebrate the service of an exemplary father, grandfather, great-grandfather, veteran, businessman, farmer and educator, Mr. Ronald (Ron) G. Froehlich, who has served an incredible 51 years in support of public education in Kern County, California; and*

*WHEREAS, Ron was born in Rosedale on the Froehlich Ranch in Rosedale. Throughout their time in Kern County, the Froehlich family has made a meaningful and lasting impact on the community and on the lives of community residents; and*

*WHEREAS, Ron served the United States of America with his service in the U.S. Navy from 1955 to 1957. After an honorable discharge, Ron returned to Kern County and the love of his life Janice to tend to his family's cattle and related businesses; and*

*WHEREAS, In 1972 Ron joined the Rosedale Union School District Board of Trustees, serving until 1977. In 1977 Ron was appointed to the Kern County Board of Education. Since then Ron has been re-elected seven times by the constituents in Area 1 to the Board of Education, providing a steady and consistent voice in support of students and families; and*

*WHEREAS, While serving on the Kern County Board of Education, Ron also served as the Designated Trustee for the Belridge School District. He has past service with the Kern County Fair, the County Board of Zoning Adjustment; and as an advisor with 4-H. Ron is a man of integrity whose handshake and word mean everything. He proudly represented the working men and women of his Trustee Area with honor and dedication.*

*WHEREAS, Under his leadership KCSOS significantly expanded services to the most vulnerable students in Special Education, Court & Community Schools and Early Childhood Education and supported community efforts to provide other educational opportunities for students and families; now therefore be it*

*RESOLVED, that the Kern County Superintendent of Schools does sincerely thank Ronald G. Froehlich for his many years of community & board leadership and dedication as an advocate for children and families in Kern County.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Jose Gonzalez, Jr.  
Past-President  
Kern County Board of Education*

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Maria Esthela Brewer joined the office in 1988 as a Classroom Teacher with the Division of Special Education, the position she held upon her retirement. Esthela served students at a variety of school sites; and*

*WHEREAS, Esthela took her job very seriously, always focusing on the needs of students and families. She always went above and beyond for her students, showing her genuine care and interest in their success. Esthela is serious about her work yet has a wonderful sense of humor, and her knitted/crocheted items are a reminder of her generosity; and*

*WHEREAS, Esthela is respected by her co-workers for her kindness, positive attitude, knowledge and tenacity. Esthela served as a Master Teacher and was a nominee for Teacher of the Year. As a Master Teacher, Esthela brought her years of experience in mentoring new teachers for our visually impaired students; and*

*WHEREAS, after working for the office for 35 years, she elected to retire effective June 2, 2023 to enjoy the next phase in her life journey; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Maria Esthela Brewer for her many years of service and wish her a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*



**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Karen Coleman joined the office in 2006 as an Instructional Aide with the Division of Alternative Education and was promoted to Paraprofessional in 2014, the position she held upon her retirement; and*

*WHEREAS, Kim was respected by her co-workers for ALWAYS putting students first. She goes above and beyond to serve the Alternative Education students who need support the most, often supporting them with her own gifts, snack and unique crafts from her own pocket; and*

*WHEREAS, Karen has a quick wit and a positive demeanor, who can lighten a tense situation with a great joke or positive comment. Karen has supported many new teachers by modeling exceptional classroom management, relationship building and de-escalation techniques. She was instrumental in the initial pilot and development of Positive Behavior Intervention & Supports (PBIS) for Community Schools; and*

*WHEREAS, after working for the office for over 16 years, she elected to retire effective May 1, 2023 to enjoy family and friends; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Karen Coleman for her many years of service and wish her a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Deanna Harvey joined the office in 2000 as a School Bus Driver with the Division of Transportation, the position she held upon her retirement; and*

*WHEREAS, Deanna had a love for the students she transported, and it was always present. She created a caring and calm environment on the bus that students and their parents respected. Deanna teamed well with the Transportation Aides that assisted her over the years, becoming good friends with many of them; and*

*WHEREAS, Deanna dedicated her career as a School Bus Driver to KCSOS, never missing a beat. Her dedication was evident every day, and her caring demeanor was a true asset for the Transportation Division; and*

*WHEREAS, Deanna is a fabulous cook who often shared her culinary treats with her co-workers (no special holiday necessary). She also had a keen eye for great bargains and a wonderful sense of humor and personality; and*

*WHEREAS, after working for the office for over 23 years, she elected to retire effective January 21, 2023 to move to Colorado and spend time enjoying her new life; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Deanna Harvey for her many years of service and wish her a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Brian Rauser joined the office in 1994 as a Mechanic I with the Division of Transportation in the Department of Vehicle Maintenance. He was promoted to Mechanic II in 1995, and to Shop Foreman in 2001, the position he held upon his retirement; and*

*WHEREAS, Brian is an exceptional communicator, an essential trait in the Vehicle Repair Department, ensuring that all instructions were clearly understood by shop personnel. Brian made cleanliness of the shop and punctuality top priorities, which created a culture of accountability and professionalism; and*

*WHEREAS, Brian has an incredible memory and vast knowledge (including that of carbureted engines), which he freely shared as a mentor to a newer generation of shop mechanics. He also has a wonderful sense of humor, once joking that the only thing that upset him about promoting to Shop Foreman was that he had to cut off his mullet (aka bi-level hairstyle); and*

*WHEREAS, Brian volunteered to help North High students build a race car to participate in the Mesa Marin High School Division, even driving the KCSOS car in the 911 Division at Mesa Marin; and*

*WHEREAS, after working for the office for over 29 years, he elected to retire effective July 5, 2023 to spend time relaxing and restoring old cars; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Brian Rauser for his many years of service and wish him a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Jayme Stuart joined the office in 1994 as a Child & Family Services Facilitator with the Joint Powers Authority Kern County Network for Children, after being redirected from the County of Kern to the KCNC in 1992 and following a successful career with the Department of Human Services. Jayme's legacy will live on in the thousands of people she has helped during her career; and*

*WHEREAS, Jayme is a Kern County native who worked her entire career serving children and families throughout Kern County. Her passion, commitment and dedication to improving lives are at the foundation of her success. Jayme helped to transform the service delivery system in Kern County, creating a culture of collaboration and shared accountability that sets Kern County apart to this day; and*

*WHEREAS, Jayme is credited as the "Architect" behind the KCNC and collaborative services in Kern County. She is a mastermind at policy and strategic budgeting, and her vision helped create the Dream Center and all that it provides to foster and homeless youth, serving hundreds of youth each week with a variety of services aimed at helping them be successful; and*

*WHEREAS, after working for the office for over 28 years, she elected to retire effective April 29, 2023 to enjoy time with her family and to hopefully take some time to reflect on her impactful career and just how much she has meant to this community; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Jayme Stuart for her many years of service on behalf of children and families and wish her a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Dana Tyson joined the office in 1990 with the Division of Special Education, retiring as an Instructional Aide III serving special education students and families; and*

*WHEREAS, Dana was a hard worker who genuinely cares about the students and staff in her classroom and can be counted on to complete needed tasks. During the pandemic Dana learned to adapt to new technologies in order to effectively serve students. She is knowledgeable about the assistive technology used by students and works to ensure that technology is available to them; and*

*WHEREAS, Dana is respected by her co-workers for her no-nonsense approach and her willingness to do whatever is necessary to help students succeed; and*

*WHEREAS, after working for the office for over 32 years, she elected to retire effective April 29, 2023 to enjoy her family, grandkids and hopefully lots of horseback riding; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Dana Tyson for her many years of service and wish her a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*

**RESOLUTION  
OF THE  
KERN COUNTY BOARD OF EDUCATION**

*WHEREAS, Linda Ynostroza joined the office in 1988 as a Classroom Teacher with the Division of Special Education, the position she held upon her retirement; and*

*WHEREAS, Linda is highly respected for her many years of experience in serving students with special needs. She worked with Linda Bidabe, the founder of the MOVE International, and continues to serve as a MOVE trainer, willingly sharing her training and ideas with the Special Education Program; and*

*WHEREAS, Linda altered her teaching methods during the pandemic to ensure that the virtual component was reaching her students. She was always willing to learn new skills in support of her students and families; and*

*WHEREAS, although softspoken, Linda is a wonderful presence in the classroom and an individual who worked well with everyone. Her easy-going nature was appreciated by her co-workers and students; and*

*WHEREAS, after working for the office for 35 years, she elected to retire effective June 2, 2023 to enjoy her family and dogs; now therefore be it*

*RESOLVED, that the Kern County Board of Education does sincerely thank Linda Ynostroza for her many years of service and wish her a full and rewarding retirement.*

**BY ORDER OF THE KERN COUNTY BOARD OF EDUCATION**

*Dated: May 9, 2023*

---

*Mary C. Barlow, Ed.D.  
Ex Officio Secretary  
Kern County Superintendent of Schools*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE KERN COUNTY BOARD OF EDUCATION AND  
THE OFFICE OF THE KERN COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
LINKED PUBLIC SCHOOLS, A NONPROFIT PUBLIC BENEFIT CORPORATION  
OPERATING THE CENTRAL ACADEMY OF ARTS AND TECHNOLOGY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is made and entered into as of the last date reflected, below, by and between the Kern County Board of Education (“County Board”) and Kern County Superintendent of Schools (“Superintendent” or “KCSOS”), collectively the Kern County Office of Education (“County”), on one hand, and LinkEd Public Schools, a nonprofit public benefit corporation duly organized under the laws of the State of California that is operating the Central Academy of Arts and Technology (Collectively “CAAT” or “Charter School”), on the other, (collectively, “the Parties”).

**RECITALS:**

- A. The Kern County Board of Education is a County Board of Education existing under the laws of the State of California. The Kern County Superintendent of Schools is a County Superintendent existing under the laws of the State of California and serves as authorized representative of the County Board for purposes of this MOU.
- B. CAAT developed and submitted a petition for a charter school, the Central Academy of Arts and Technology, located in Bakersfield, CA (the "Charter School"). The petition was initially submitted to the Bakersfield City School District, was denied by that district, was then submitted to the County Board on appeal and was conditionally granted by the County Board on January 10, 2023, with an initial term from July 1, 2024 through June 30, 2029.
- C. The parties to this Agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system and improving student learning through performance-based accountability.
- D. By granting the charter petition, the County Board became the authorizer of the Charter School, and KCSOS will perform oversight functions on behalf of the County Board.

- E. The Charter School will commence serving students in the 2024-2025 school year and perform required startup operations before July 1, 2024 in order to be prepared to serve students on that date.
- F. Written modification of this Agreement may be made by mutual agreement as set forth below.
- G. Guidelines regarding the Charter School's program, operation, structure and obligations in operating the school are set forth in the Charter Petition, incorporated herein by reference.
- H. The operations of the Charter School shall be in compliance with the laws and regulations of the State of California and the California Department of Education as they pertain to charter schools.
- I. The fundamental interests of the County are, on a continuing basis, to be reasonably assured the Charter School is:
  - 1) Implementing the provisions of the Charter and this MOU as approved.
  - 2) Obeying all applicable requirements of federal, state and local laws and regulations.
  - 3) Operating prudently in all respects.
  - 4) Providing a sound education for all of its students on an ongoing basis.
- J. The County recognizes that there are a number of matters related to the operation of the Charter School and to the effective oversight of the Charter School that go beyond the provisions included in the charter. The County also acknowledges that the general operation of the charter is appropriately carried out by the Charter School's Board of Directors, administrators, faculty, and staff. This MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of the County, as carried out by the Superintendent. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the County and Charter School hereby agree the foregoing Recitals are correct and further agree as follows:



1. Term. This MOU shall be for a term of six (6) years to commence on July 1, 2023 and ending on June 30, 2029. However, the administration of County or the Charter school may at its discretion require a review, re-adoption, or renegotiation of this MOU every year, every other year, or as the County or the Charter School deems necessary. This MOU is subject to termination for cause, as specified in Paragraph 43, below, including revocation of the charter.

2. Renewal. If the Charter is renewed, this MOU shall be automatically renewed for an additional fiscal year commencing on July 1, 2028 and on each July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any MOU renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the County pursuant to the Education Code.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, as set forth in the Charter and subject to the terms and conditions set forth in this MOU, the Charter Schools Act of 1992, and any other applicable federal and/or State law. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School. The Charter School shall ensure that its name is correctly spelled in all notifications to the State and in its corporate documents.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU shall have the power and authority consistent with federal and State law and subject to other terms and conditions of this MOU to, among others: (1) contract for goods and services with the County and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the County pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with any qualified third party for the use of facilities for school purpose and the operation and maintenance thereof, subject to territorial limitations; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other action as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Charter School's Board of Directors pursuant to its Charter and bylaws. At its election, the County's Board of Trustees may appoint a representative to be determined by the County, to serve as a voting member of the Board of Directors and/or as the County's contact person with the Charter School in accordance with Education Code § 47604(c).

6. Board of Directors Meeting. The Board of Directors of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective board policies and procedures. Board of Directors meetings shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Government Code §54950-54962) as required by SB 126 (2019). Board of Directors adopted policies, meeting agendas, and minutes shall be maintained and available for public inspection and during site visits. For all regular and special meetings of the Board of Directors and all standing committee meetings the Charter School shall provide the County with written notification of the meeting, including a copy of the posted agenda and all documents being sent to the Board of Directors no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting and by posting on the school's website. Notice is deemed to be provided once the Charter School posts the meeting agenda on its website. Once approved by the Charter School's Board of Directors, the Charter School shall provide the County (if requested by the County) with a copy of the minutes of the meeting within five (5) calendar days. Board Members will be permitted to attend board meetings by teleconference or videoconference, as permitted by law. Additionally, the Charter School will supply all agendas, notices, and board materials to KCSOS for posting (if upon request by KCSOS).

7. Facilities. The Charter School recognizes that its facilities must conform with any federal or State requirements that may be applicable to charter schools.

The Charter School has indicated an intent to secure and pay for required facilities for administration and other purposes from a private party and will not be requesting Prop 39 facilities from either Bakersfield City School District or the County. The Parties understand the Charter School's proposed facility is or may become unavailable to the Charter School, in which case the Charter School will identify and secure an alternative location within the jurisdictional boundaries of the Bakersfield City School District. This will be accomplished as quickly as possible but no later than December 31, 2023. Proposed alternative facilities will be identified to the County and submitted for County approval which will not be unreasonably withheld. The Charter School shall be responsible for the upkeep, maintenance, operations, and insurance of its facilities.

8. Equipment and Material. All equipment and materials purchased by the Charter School with Average Daily Attendance ("ADA") funding generated by students enrolled in the Charter School shall remain the property of the Charter School while the Charter School is operational and until closure of the Charter School. If the Charter School is required to liquidate such equipment or materials to repay or return State funds upon closure of the Charter School, or to repay creditors, all remaining net assets of the Charter School (after payment of all creditors) including equipment and materials purchased with ADA funding generated by students enrolled in the Charter School shall be distributed following the dissolution procedures outlined in the Charter and/or as amended by this MOU.

9. Independent Study. The Charter School warrants that its educational program meets the legal definition for classroom-based instruction. The Charter School shall request a

material revision of the charter if it intends to offer non-classroom-based instruction for students that exceeds a duration of two (2) weeks, and will comply with all written agreement and other requirements and applicable California statutory and regulatory requirements for independent study programs for any such short-term instruction provided to students.

10. Transportation. The Charter School shall be solely responsible for the direct cost of all transportation services, if any are provided, including for field trips provided by the Charter School for its pupils. The County shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time.

11. Administrative Services. The Charter School may contract with the County, or with a reputable, bonded, and insured payroll contractor ("Vendor"), to prepare payroll checks, tax and retirement withholding, tax statements, and to perform other payroll support functions. This provision of the MOU applies to administrative services including but not limited to payroll, State Teachers' Retirement System ("STRS") and contributions. accounting and fiscal services including accounts payable billing, accounts receivable, and other duties as set forth in the Charter. The Charter School shall be solely responsible for the direct cost of all other administrative services provided by the County to the Charter School, including but not limited to the following: STRS county wide reporting as set forth herein; Special Education Administrative Oversight; Staff Development; Fiscal Services (beyond oversight), miscellaneous consulting services, as needed and requested by Charter School, and the County's oversight fees.

The Charter School will establish and oversee a system to prepare attendance reports. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies, and (2) the correct tax, retirement, disability and the withholding have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be documented on checks that are separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll related documentation including a federal I-9 form, tax withholding form, retirement data and use of sick and vacation leave.

12. Fiscal Services. The County and the Charter School agree that the County shall not act as a fiscal agent for the Charter School. It is understood that the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting, and state budget forms, but may contract with the County for services unspecified herein by way of a separate mutually exclusive written agreement. To the extent that the County is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the County in a timely manner and in a format acceptable to the County and in accordance with this MOU. The Charter School agrees to follow processing schedules and any other County business office procedures.

13. Pupil Records. The Charter School shall at all times maintain Charter School pupil records including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school facilities located

within Kern County. Charter School pupil records maintained by the Charter School shall be made available for inspection by the County at any time for purpose of verifying that the Charter School is in compliance with all state and federal laws in its Charter and the MOU. Charter School designates County staff responsible for such verification as "school officials" as that term is used in FERPA and regulations thereunder.

14. Notice to Parents/Guardians. Annually and upon County's request, the Charter School shall provide to the County a copy of the annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act ("FERPA").

15. Complaint Procedure. Any complaint/concerns received by the County about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the County to the Charter School in a timely manner. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the County may request that the Charter School inform the County of how such concerns/complaints have been addressed and the Charter School agree to provide such information.

16. Family Educational Rights and Privacy Act. Employees of the Charter School who have a legitimate educational interest are entitled to access student's education records under 20 U.S.C. section 1232g, the Family Educational Rights and Privacy Act and Education Code section 49076(b)(6). The Charter School, its officers, and employees shall comply with FERPA at all times. In addition, it is agreed that the County has an educational interest in the education records of the Charter School such that the County shall have access to those records for reasons that include, but are not limited to, records requests, complaints, attendance and enrollment verification, and school closure. Records, at a minimum, shall include emergency contact information, health and immunization date, attendance summaries, and academic performance data from the statewide student assessments required pursuant to Education Code sections 60605.

17. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all subcontractors and vendors whose duties require more than limited contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall notify the County in writing of its compliance with this paragraph. The Charter School shall make Charter School employee fingerprint verification information available to the County upon request.

18. Indemnity. Except for claims arising from the County's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the County and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly

arise in any manner from the Charter School's operations or use and occupancy of the Site. The County, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the County's contractual or legal obligation under this MOU or its sole and separate negligence or willful misconduct. It is the express intent of the Parties to provide the County the broadest indemnity protection available, consistent with applicable laws, and any doubts shall be resolved in favor of indemnifying the County. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

19. Insurance Coverage. The Charter School shall procure from an insurance carrier licensed to do business in the State of California, and maintain in full force during the term of the charter, at its own expense, at least the following insurance coverage:

A. Property Insurance: Property insurance shall cover replacement costs, if offered by the insurance carrier, including coverage for all assets listed in the Charter School's property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.

B. General Liability: General liability insurance shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, personal injury, civil rights claims (including employment discrimination), and property damage.

C. Workers' Compensation: Workers' compensation insurance adequate to protect the Charter School from claims under Workers' Compensation laws and within statutory limits.

The Charter School will also institute risk management policies and practices to address reasonably foreseeable occurrence and provide the County with a copy of the policies and a certification that such policies and practices have been instituted.

The Charter School's insurance policies shall include the following: (1) a clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice stating the date of cancellation or reduction has been mailed to the Kern County Superintendent of Schools. Date of cancellation or reduction may not be less than thirty (30) calendar days after date of mailing notice," (2) language stating in particular who is insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the County and its officers, employees and agents are named as additional insureds by way of endorsement to the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the County. The certificates shall also include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance program or self-insurance carried or maintained by the County or its Governing Board. Each

insurance company shall be an insurer admitted to do business in California with a “VIII” or better rating according to the current edition of Best’s Insurance Reports.

The certificates shall provide for thirty (30) days written notice to the County of any modification, change, or cancellation of any of the above insurance coverage. The County may request to see evidence of insurance coverage during the site visits. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of the Charter School.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Charter School, and any approval of said insurance by the County, or its insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Charter School pursuant to this MOU, including but not limited to, the provisions concerning indemnification.

20. Special Education Services and Section 504.

A. The Charter School will become a member of a SELPA and will operate as its own Local Education Agency (“LEA”) status for the purpose of receiving special education funding and providing special education and related services. The Charter School will attain LEA status prior to commencing operations with pupils. If unable to attain LEA status, the Charter School will request a material amendment to the charter and if approved the Parties agree to negotiate amendment of this MOU to cover actual circumstances, including County operation of special education and services and the required equitable contribution toward Countywide special education costs.

B. The Charter School shall be solely responsible for the Charter School’s compliance with the Individuals with Disabilities Education Improvement Act (20 U.S.C. sections 1400 et seq.) (hereinafter “IDEIA”), including but not limited to any and all costs to provide special education and related services to the Charter School’s students including transportation and contracting with qualified service providers. As such, the Parties understand and agree that the Charter School shall at all times be solely responsible for compliance with the IDEIA in all aspects and for providing students with exceptional needs who attend the Charter School a free and appropriate public education in compliance with the IDEIA. The Charter School shall comply with all policies and procedures adopted by the SELPA. The Charter School shall defend and indemnify the County and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claim demands, and losses, and shall pay all costs including the County’s attorneys’ fees associated with any due process hearing or legal action arising out of the Charter School’s provision of special education and/or related services to former students of the Charter School, students attending the Charter School, or students seeking to enroll in the Charter School.

C. The Charter School shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including but not limited to, holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office of Civil Rights as a function of the general education program.

D. Any potential funding from Assembly Bill 602 for special education shall be based on the SELPA's funding allocation plan and be passed through in the same manner as any LEA within the SELPA.

21. Oversight Monitoring. Oversight monitoring of Charter School shall be in compliance with applicable law, County Board policy and the terms of the approved Charter. At the County's request, the Charter School and County personnel shall meet monthly to discuss areas of concern, review and monitor records and student progress.

22. Admission. In accordance with Education Code section 47605(e)(2) and the Charter, in the event enrollment demand exceeds capacity, students shall receive an enrollment preference as specified in the charter.

23. Supervisory Oversight, Facilities, and other Fees. In consideration for the actual costs of supervisory oversight by the County, the Charter School shall pay for the 2024-2025 school year the amount of one percent (1.0%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"), as "revenue" is defined in Education Code section 47613(f). "Supervisory oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5e), only (as it may be amended). "Revenue" for purposes of these calculations shall not include Charter School fund raising activities, private donations, or any other source of income developed by the Charter School. The parties recognize that the County will incur costs in connection with the performance of such supervisory oversight and non-oversight activities, and that it is not in the best interests of either party to require a mechanical assessment, accounting, billing and payment process to compensate County for such matters. For this reason the parties agree the reasonable value of the services shall be deemed to be the percentage stated hereinabove. County shall use reasonable efforts to maintain auditable records of such costs and expenses. Should the foregoing provisions be deemed by a court of competent jurisdiction to violate the law or otherwise be unenforceable, the parties agree the oversight fee shall be set at a reimbursement cap of up to one percent (1%) of revenue for each school year. Payment by the Charter School shall be made in accordance with the provisions of Paragraph 25 below.

24. Direct Funding, Use of Funds, and Reserves.

A. To the extent that Charter School is required to submit records or information to the County or to the Kern County Office of Education in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient (agreement not reasonably withheld) and in accordance with the law.

B. The Charter School shall elect to receive its apportionment funds directly, in accordance with Education Code section 47651(a). These funds shall be forwarded to an account established for the Charter School at a federally-insured commercial bank or credit union. In addition, the Charter School may maintain an account with the County Treasurer as soon as such an account is available by the County. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its accounts in the County treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The chief financial officer and/or finance committee of the Charter School Board will regularly review these statements, and a copy of the monthly statements will be provided to the County. The Charter School will deposit all funds received as soon as practicable upon receipt. A petty cash fund may not exceed \$1,000.00, may be established with an appropriate ledger to be reconciled twice monthly by a Charter School administrator, who shall not be authorized to expend petty cash. The Charter School recognizes that the County shall have no responsibilities for funding the Charter School beyond the actual funding received for the Charter School.

C. To safeguard the Charter School's financial stability, the Charter School may maintain annual reserves of no less than three percent (3%) of the total expenditures and uses of the Charter School's most recent adopted budget for the fiscal year. An explanation of any projected drop in reserves below the three percent level must be included in the Budget Assumptions and Narratives.

D. SELPA payments, if any, to the Charter School shall follow the SELPA's funding allocation plan. The Charter School understand that any delay in state or federal special education funding shall not delay services provided by the Charter School in any way. The Charter School agrees to provide funding above and beyond state and federal special education funding should it be necessary and not depend on the County for any advanced payments, reimbursements or other costs towards the Charter School's Special Education services in any manner.

25. Payment Schedule. The Charter School shall pay the required oversight fees in quarterly installments due, respectively, for each school year. The County shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the County to the Charter School within thirty (30) calendar days during the year and by September 15 (Unaudited Actuals deadline per CA Ed Code) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the County. In the event payment is not received within five business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the County to offer and deduct any such fees or payments from in lieu property tax revenues next payable to the Charter School, in which case the County shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset.



26. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU.

27. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to school or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the County, the County agrees to pass through all such funds to the Charter School within five (5) days of receipt provided that the Charter School has complied with all requirements, restrictions and/or conditions attached to those funds by the funding source or agency, if any.

28. Grants. The Charter School and the County may cooperate to identify and apply for grants that meet the mutual goals of the County and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the County or the Charter School.

29. Charter School Budget, Expenditures, Reports and Audits. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion, and in compliance with LCFF, LCAP and/or other required plans. Such policies will include, but are not limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the rate as required by the County, or California Department of Education.

The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. State required financial reports shall be forwarded to the County by the date specified in this MOU.

The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

The Charter School shall prepare and submit to the County the following financial information reports using the state software (SACS 20-ALL) or the Charter School Alternative Reporting Form, according to the following schedule:

- A. On or before July 1 of each year, a preliminary budget.
- B. On or before December 15, an interim financial report that reflects

changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. LCAP as and when adopted.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services.

The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

The Charter School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-budgeted expenditures. All proposed expenditures must be reviewed and approved by the Charter School's Executive Director/Principal or designee to determine whether the proposed expenditure is consistent with the Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or by a contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

30. Bonds. In the event that the County seeks and receives voter-approved bond(s), parcel taxes, etc., the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Charter School agrees that it has no entitlement to funds being currently received, if any, by the County under former parcel tax or bond elections.

31. Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. The County shall have no obligation for repayment.

32. Cash Flow. By mutual agreement and separate MOU that outlines conditions, term, and rates, the County may enter into arrangements to advance funds to the Charter School, or may, provide a line of credit for the Charter School as long as such agreements do not reduce or delay the resources assigned to the students of the County.

33. Personnel and STRS/PERS Reporting Requirements.

A. All applicants for positions with the Charter School will be considered through an open process, and if hired, will enter into an employment agreement with the Charter School. The Charter School is independent from the County and any County employees who choose to work at the Charter School shall resign their status as employees of the County and all

of their rights and benefits thereof. All persons employed by the Charter School shall not be deemed to be employees of the County for any purpose whatsoever. The Charter School's employees shall have no employment rights of any kind with the County.

B. The Charter School will develop and maintain an Employee Handbook detailing the rights and responsibilities of all Charter School employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation in the 2024-2025 school year, and by July 1 of each subsequent year, the Charter School shall provide the County with a copy of the Employee Handbook. The Charter School may annually update and revise the Employee Handbook to reflect changes in the law and/or policies. The Charter School shall be solely responsible for the hiring and compensation of Charter School employees, including but not limited to, salary health benefits, sick leave, vacation, and retirement benefits. The County shall have no obligation to provide beginning teacher support or assessment to any Charter School teacher employee.

C. No later than September 1, of each school year, the Charter School shall provide the County proof of employment of appropriately credentialed, full-time equivalent teachers at the Charter School for that school year consistent with the qualification requirements for "Teachers" set forth in the Charter and applicable law. The Charter School shall comply with applicable credentialing laws such as Education Code sections 47605(l) and 51747.5(a).

D. Since the Charter School elects to participate in the STRS program, the Charter School shall enter into a contract with STRS and provide the County written notification and a copy of such agreement prior to the hiring of any Charter School employee. The County shall receive the Charter School's STRS school level reporting, and create any final county-wide reports required by STRS and submit such final reports to the retirement system on behalf of the Charter School. The Charter School shall pay the County the actual costs for these reporting services, pursuant to Education Code section 47611.3. The Charter School shall timely upload its preliminary STRS payroll file and/or information required by the STRS systems, making correction as indicated by the respective systems, and thereafter shall submit to the County all such necessary information to file final county-wide reports with STRS. The Charter School shall be solely responsible for the content and accuracy of the information provided to the County. The Charter School is required to participate in STRS, pursuant to the terms of its charter.

34. Suspensions and Expulsions. In addition to the procedures set forth in the Charter, the Charter School shall ensure that pupils suspended from the Charter School are provided with an appropriate alternative educational program (class work and homework assignments etc.) during the period of the pupil's suspension from school. Whenever a pupil is expelled from the Charter School, the Charter School shall notify the pupil and the pupil's parents or guardians in writing of the pupil's duty to attend another school or the public school district in which the residency of either the parent or legal guardian is established. The Charter School shall also notify the public school district in which the residency of either the parent or legal guardian is established whenever a pupil is expelled from the Charter School.

35. Mandated Reports. The County agree to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the County and/or Charter School. The Charter School shall promptly provide the County with any information, data, or documentation necessary for the County to timely file such report in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the County. The Charter School shall be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data. The Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School shall provide all data and reports required by the County in hard copy and electronic data file. Electronic data file shall be in the CDE Required Principal Apportionment software format (e.g., PASR) and signed certifications will accompany hard copies of documents by given due dates.

An enrollment database will be developed and maintained by the Charter School, which identifies all students enrolled in the Charter School by grade level including students who do not complete the school year for any reason, students who are expelled or otherwise removed, and students who transfer during or in between school years. The database will be available to the County on request.

In addition to submission of the electronic data files, upon County's request, the Charter School shall submit to the County hard copies of all back up attendance documents (e.g., monthly summary reports that support the reported ADA).

The Charter School shall submit enrollment and demographic information to the California Basic Education Data System (CBEDS), or its successor, the California Student Information System (CSIS) to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request the Charter School shall provide the County with documentation of the teacher/student ratio for the Charter School.

36. Educational Program. The Charter School shall comply with all applicable state and federal laws pertaining to the Charter School, including but not limited to, California Education Code sections 47600 et seq. and Title 5 of the California Code of Regulation, sections 11960 et seq. as these laws and regulations may be amended periodically during the term of this Agreement.

37. Assessments and CAASPP Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote success. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State curricular competencies as required by law.

The Charter School shall annually notify the County in writing at least thirty (30) calendar days in advance of the date and location of CAASPP testing and the total number of CAASPP tests to be administered to Charter School pupils. The Charter School shall institute measures to ensure the security of all testing materials.

38. Annual Report. Beginning with the second year of operation, by February 1 each year the Charter School shall prepare a written School Accountability Report Card ("SARC") that includes the specific items required by federal and state law including demographic information, school safety and climate for learning, academic data, school completion, class size, teacher and staff information, curriculum and instruction, postsecondary preparation, and fiscal and expenditure data:

39. Financial Records. Upon the County's request, the Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the County pursuant to Education Code section 47604.3.

40. Compliance with Other External Source Funding Requirements. The County and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the County on behalf of the Charter School, if any. Upon reasonable advance written request by the County, the Charter School shall provide evidence to the County that the Charter School is in compliance with all such requirements, and shall provide the County, with all reports, data, and information reasonably necessary for the County to meet any reporting, certification, or other requirement for such funding.

41. Legal Services/Other Service. The Charter School will be responsible for procuring its legal counsel and the costs of such services.

42. Termination for Cause. The County may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a County demand for payment and notice of intent to terminate services. Charter School may suspend performance under or terminate this MOU for cause upon sixty (60) days advance written notice to the County of a violation by the County of the terms of this MOU. If terminated, the Parties shall negotiate a new MOU or the charter school shall be deemed to be in violation of the terms of its charter requiring an MOU.

43. Annual Review and Miscellaneous. The Charter School shall participate in an annual review conducted by the County if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Nothing herein shall preclude the Parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

44. Independent Contractor Status. The Parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The County shall deem no agent, employee or servant of the Charter School

to be an employee, agent or servant of the County, except as expressly acknowledged in writing. No agent, employee, or servant of the County shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged herein or in writing by the Charter School.

45. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of Kern, State of California.

46. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the Parties hereto.

47. Annual Review of MOU. The Parties agree to review this Agreement annually. By February 1 of the then-current year, both Parties may present proposed revisions to the MOU (if any). If there is no agreement to the proposed revision(s) by March 30 of the current year, then the existing MOU will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the charter.

48. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the County's duly authorized representative. The writing shall indicate the intent of the Parties to alter the MOU and contain specific reference to the Charter and to this MOU which it alters, amends or modifies. The Agreement may be amended by the Parties at any time during the school year.

49. Charter Material Revisions. Changes to the charter deemed to be material revisions may not be made without County consideration and County Board approval. Amendments to the charter considered to be material revisions include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
- Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program.
- Proposed changes in enrollment that differ by more than 20 percent +/- of the enrollment originally projected in the charter, or as approved by the County in a subsequently revised charter.
- Addition or deletion of grades or grade\_levels to be served.
- Expulsion or involuntary removal offenses/process, except when made to align with changes in law.
- Changing the location of facilities and/or adding new sites.
- Admissions preferences.
- Substantial changes to the governance structure.

51. Invalidity of Provisions of this MOU. If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

52. Nondiscrimination. The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220.

53. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the County.

54. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

55. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

56. Charter/MOU Disagreements. Notwithstanding anything to the contrary, if there are any disagreements or inconsistencies between the MOU and the charter petition, the provisions of this MOU shall apply and amend the terms of the charter unless specifically noted otherwise herein. Both parties shall meet to amend the Agreement or the charter to achieve consistency as necessary.

57. Amendments to Charter. Attached hereto as Exhibit A and incorporated herein as though set forth verbatim is a list of items that amend the charter as approved by the County Board.

58. Notices. All notices, consents, demands or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopy or a facsimile or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

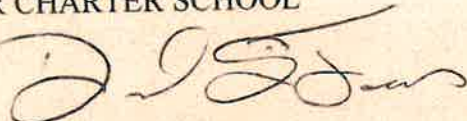
To the Charter School: Central Academy of Arts and Technology (CAAT)

To County:

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date and year first above written.

FOR CHARTER SCHOOL

By:



Board President  
Central Academy of Arts &  
Technology, Charter School

FOR COUNTY

By:

President, Kern County Board of  
Education



## **EXHIBIT A TO CHARTER MOU**

### **CAAT MOU Items: Specific Requirements**

1. The Charter School will provide proof of an MOU/contract with one or more agencies to ensure that the school will be prepared to provide ALL related special education services (i.e. speech, OT, psych, APE, ERMHS, nursing, audiological, deaf and hard of hearing, teacher for visually impaired, etc.) to students, as determined by their IEP.
2. The Charter School will enter into an MOU/contract with a public/private agency to ensure that, a student with a disability who enrolls in the charter and whose IEP provides for transportation, will receive it upon determination of need.
3. The Charter School will ensure that it becomes a member of a SELPA at least three months prior to its first opening of the school to students.
4. The Charter School will ensure that dually-identified students have access to all accommodations and/or designated supports for assessment.
5. The Charter School will seek to be accredited by the Western Association of Schools and Colleges (WASC) before the end of the first year the Charter School serves students.
6. The Charter School will ensure that all teachers will be appropriately credentialed for their assignment(s) and will provide proof of same to the County prior to a teacher teaching students or upon request.
7. The Charter School will ensure that all students in grades TK-12 receive physical education as required by the charter.
8. The Charter School will ensure that all student externship/mentorship programs held on or off campus comply with charter board-approved policies which ensure compliance with applicable legal student supervision and student safety requirements, attendance accounting standards (if applicable), and course credit requirements (if applicable). The Charter School will ensure that all students, regardless of economic status and transportation availability, will have equal access to any externship programs offered by the Charter School.
9. The Charter School will develop and implement a Professional Development Strategic Plan for the many and varied professional development programs outlined in its Petition. The Plan should include a continuum of implementation options including workshops, trainings (on and off campus), coaching support, and teacher collaboration/planning time.

10. The Charter School will develop a board-approved Policy for graduation requirements that includes the total credits required for graduation, as well as the number of credits required for each of the academic and elective courses to be offered by the high school program. Graduation requirements must be at least equal to the minimum state graduation requirements outlined in Education Code 51225.3.
11. The Charter School will create policies and procedures to ensure that the English Language Learner Program complies with all California Education Code requirements applicable to charter schools, for English Language Learners, including identification, EL Parent Notifications, reclassification criteria/guidelines and EL instruction (Designated and Integrated ELD). Procedures should provide for at least 30 minutes of Designated ELD daily, as outlined in the California ELA/ELD Framework.
12. The Charter School will ensure that any instructional time used to claim Average Daily Attendance will be claimed only for those teachers who are appropriately credentialed and only for students who are under the immediate supervision and control of appropriately credentialed staff.
13. The Charter School will define the programs to be used for mental health supports and will ensure that only appropriately-qualified/certificated staff provide mental health counseling.
14. The Charter School will ensure that it identifies and includes in its academic achievement reporting, all numerically significant subgroups per Education Code Section 52052(a)(3) (A).
15. The Charter School will ensure that the School Site Council is properly composed for the purposes it is commissioned and the grade levels served by the charter.
16. Art. VII Sec. 5 of the Nonprofit's Bylaws will be revised to include protections against nepotism in board decisions.
17. The Charter School will revise the Nonprofit's Bylaws to align with Education Code Section 47604.1(c) and will hold all board meetings within the County of Kern.
18. The Charter will revise Art. VII Sec. 14 of its Bylaws to include a statement that board meeting notices will be posted at the school site to comply with Government Code Section 54954.2.
19. The Charter School will revise Art. VII Sec. 15 (Notice of special meetings) within its Bylaws to comply with the 24-hour public notice/posting pursuant to Government Code Section 54956 and will ensure that board members receive the notice at least 24 hours prior to the special board meeting.

20. The Charter School will ensure that it has board-approved policies and procedures related to the prevention of fraud, embezzlement and conflict of interest.
21. The Charter School will revise Article VII, Section 24 of its Bylaws to prohibit contracts between the corporation and a board member, in any amount. The implied consent for such contracts from the current language in the bylaws should be removed, or the obligation changed to report and pursue reimbursement from the interested board member and referral of the board member to the local district attorney under Government Code Section 1090.
22. The Charter School will create and publish job descriptions for all staff positions of the Charter School.
23. The Charter School will ensure that it fulfills all applicable requirements related to AB 130 (2021), including two free meals for all students who request them.
24. The Charter School will ensure that it has board-approved policies and procedures related to discrimination and harassment, including employee-employee, employee-student, student-employee, and student-student discrimination or harassment.
25. The Charter School will use all means practical to ensure that its student demographics (race, ethnicity, special education, and English Learners) reflect the diversity of the general population residing within the jurisdiction of BCSD. The Charter School's enrollment and demographics will be reported to the KCBE annually and the Charter School will report annually about its efforts to ensure all students have access to the Charter School.
26. The Charter School will ensure that the concept of and requirement for due process in student discipline under both federal and state laws, as applicable, is adopted by board policy and procedures (Education Code Section 48919), including the right of expulsion appeal to the Kern County Board of Education.
27. The Charter School will ensure that its suspension and expulsion policies comply with Education Code Section 48901.1 in regard to willful defiance.
28. The Charter School will ensure that it has a policy in place related to Education Code Section 48918.1 and the rights of foster youth in regard to expulsion and the provision of notice of the hearing to Foster Youth Students' Attorneys and representatives of the county child welfare agency.
29. The Charter School will comply with all laws and regulations related to involuntary removals and will clearly define in its policies what constitutes an involuntary removal.

30. The Charter School will ensure, upon closure, that all remaining assets are distributed as set forth in the Articles of Incorporation, which will be revised to reflect remaining assets are to be distributed to a California public education agency, including public schools and/or charter schools.
31. The Charter School will ensure that Charter School restricted and unrestricted budgets are reported separately to confirm unrestricted budget balances to determine the Charter School's minimum reserve percentage.
32. The Charter School will provide all insurance and hold-harmless agreements to the County for review.
33. Uniform Complaint Procedure: The Charter School will be responsible for establishing and maintaining a Uniform Complaint Procedure which will be distributed to parents/guardians at the time of student enrollment. Except in the instance of complaints that allege student safety issues, or other matters which constitute possible grounds for charter revocation, the Superintendent and County Board will promptly refer all complaints it receives back to the Charter School for investigation and processing. The Charter School shall provide documentation to the County of the results of the Charter School's investigation and processing of any complaint referred by the County.
34. The Charter School will conform to the laws regarding background checks, TB testing and fingerprinting. The Charter School will obtain a fingerprint report for all Charter School employees; volunteers who will be performing services that are not under the direct supervision of a Charter School employee; and onsite vendors having unsupervised contact with students (as outlined in Education Code Section 45125.1). The Charter School shall provide a written list of its employees one week prior to the start of the school term. The list shall be updated within one week of any changes. The Charter School shall certify that the individuals on the list have met required background checks and TB testing. In addition, the list shall specify the credentials/certificates held by the individual (if any) and their assignment. These requirements shall apply to both full-time and part-time employees.
35. Upon request by the Superintendent, the Charter School shall provide, to the extent that they are in place, to the Superintendent:
  - a. Memorandums of Understanding with any college or university that intends to provide credit to Charter School students that includes, at a minimum, 1) when these courses will be taught and how these courses integrate into the Charter School schedule, 2) who will be the instructors and those instructors' employers, 3) any fees charged to the Charter School or students of the Charter School, 4) the number of students in the Charter School who will be allowed to earn credits, and 5) the number of courses/credits that will be provided each year.

b. A projected schedule of courses that clearly delineates 1) high school and college courses (to the extent they are offered), 2) required minimum instructional day for each student, 3) instructor, including employer and credential, 4) the source of any college credit, and 5) instructional minutes associated with all courses.

36. The Charter School shall work with families who are migrant workers to ensure a space is held for any federally-identified migrant student who must leave the Charter School to return in the same school year for purposes of a parent or parents' migrant occupation.

37. The Charter School shall extend preferences to pupils as described in the Charter petition and hold public lotteries, if demand for a grade exceeds space available.

Wonderful  
Maternal  
Resnick

#### Element 4: Governance Structure

*Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(~~bc~~)(5)(D).*

#### Nonprofit Public Benefit Corporation

The Academy ~~will be~~ is a directly-funded independent charter school operated by Wonderful College Prep Academy, a California nonprofit public benefit corporation, pursuant to California law, with 501(c)(3) status.

~~The Resnick Foundation (“Foundation”) serves as the sole statutory member, as defined in Corporations Code Section 5056, of Wonderful College Prep Academy.~~

~~The Academy will operate~~ operates autonomously from the County, with the exception of ~~the~~ supervisory oversight as required by statute. Pursuant to California Education Code Section 47604(~~ed~~), the County shall not be liable for the debts and obligations of the Academy, operated by a California nonprofit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Academy as long as the County has complied with all oversight responsibilities required by law.

#### Board of Directors

The Academy ~~will be~~ is governed by a corporate Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, as amended, which ~~shall be~~ are consistent with the terms of this charter. A copy of the Wonderful College Prep Academy’s bylaws is attached as Appendix B.

The Board of Directors will have at least seven (7) members with expertise among its members in the areas of education, law, real estate/facilities, business/finance, and organization. The qualifications for the Board members generally include the ability to attend Board meetings, a willingness to actively support and promote the Wonderful College Prep Academy, and a dedication to its charitable endeavors, consistent with this charter. ~~The Board will consist of individuals from The Wonderful Company LLC and/or its affiliates (“Wonderful Company”), along with~~ community representatives and other stakeholders. The Board composition will be determined in accordance with the corporate bylaws and consistent with this charter. If the County places a representative on the Board, the total number of Board members may be increased by one to maintain an odd number of Board members.

Each member of the Board ~~will~~ shall be ~~nominated and appointed~~ elected by a majority vote of the ~~Foundation~~ Board members then in office. The Board of Directors will be, at the very least, composed as follows:

- ~~1. Appointee of the Foundation.~~
- ~~2. Appointee of the Foundation.~~
1. ~~3.~~ A parent of an Academy student, a concept supported by Education Code Section 47605(b)(5)(D).
2. ~~4. Member~~ A member of the Delano community who is prominently involved in civic or community affairs.
3. ~~5.~~ A parent of a WCPA Lost Hills student.
4. ~~6. Member~~ A member of the Lost Hills community who is prominently involved in civic or community affairs.
5. ~~7.~~ A representative of the County, pursuant to Education Code Section 47604(b).
6. A director who meets the qualifications set forth in the corporate bylaws and this charter.
7. A director who meets the qualifications set forth in the corporate bylaws and this charter.

Board members shall ~~serve three year terms~~ hold office, unless otherwise removed from office in accordance with the corporate bylaws, for three (3) years and until a successor Board member has been elected.

The Academy's Board of Directors has adopted a ~~conflict~~ Conflict of ~~interest code~~ Interest Code which complies with the Political Reform Act (Government Code Sections 87100 *et seq.*) and Corporations Code conflicts of interest rules, as well as IRS requirements for nonprofit corporations. A copy of the Academy's Conflict of Interest Code is attached as Appendix C. The Academy will also comply with the Public Records Act, Government Code Sections 1090 *et seq.*, and the ~~Academy Board of Directors meetings will comply with the Brown Act~~ Ralph M. Brown Act (Government Code Sections 54950 *et seq.*), as set forth in Education Code section 47604.1.

The Board of Directors attends an annual in-service for the purposes of training individual Board members on their responsibilities with topics that include, at minimum, conflicts of interest, the Brown Act, and the Public Records Act.

The Academy posts meeting notices in advance of all Board meetings in accordance with the Brown Act. The Academy posts agendas, meeting times, and minutes prominently on its website. The Academy Board schedules regular meetings every month, and may schedule additional meetings as needed. All meetings shall be held in accordance with the applicable requirements set forth in Education Code section 47604.1(c), and any applicable requirements for virtual meetings as permitted by law.

The Board holds ultimate responsibility for the operation of the Academy, its compliance with applicable laws and regulations, its financial soundness, and the execution of its mission. The Board focuses its work on:

- Upholding the mission and vision of the Academy.
- Providing strategic vision and performing long-range planning.
- Hiring and evaluating the Superintendent.
- Creating external or sub-committees as needed, including but not limited to, a nominating committee and an audit committee.
- Approving and monitoring the Academy's budget and fiscal practices, including solicitation and receipt of grants and donations.
- Approving personnel policies and all hiring and dismissal of the school's administrators.
- Approving and monitoring management of school liabilities, insurance, health, safety and risk-related matters.

The Board may initiate and carry out any program or activity that is not in conflict ~~with~~ or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The Board may execute any powers delegated to it by law, ~~and~~ shall discharge any duty imposed by law upon it, and may delegate to an employee of the corporation any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

### **Sole Statutory Member**

~~The Foundation is a California nonprofit corporation with 501(c)(3) status that will serve as the Sole Statutory Member of the Wonderful College Prep Academy nonprofit public benefit corporation. The Foundation is a registered 501 (c)(3) nonprofit organization with offices in Los Angeles, California. The Foundation's sole directors are Lynda and Stewart Resnick. Founded in 1997 as the Resnick Family Foundation, in recent years the Foundation has principally supported education programs, health care, and the arts with a focus on programming located in California's Central Valley.~~

~~The Foundation is responsible for identifying and appointing the individuals who serve as members of the Academy Board. Additional rights of the Foundation may include, but are not limited to, the following: (1) the election of the corporation's directors; (2) filling vacancies on the corporation's Board of Directors; (3) removal of the corporation's directors; (4) any merger and its principal terms and any amendment of those terms; (5) amendment to the corporation's bylaws; (6) any election to dissolve the corporation; and (7) as otherwise required under the California Nonprofit Public Benefit Corporation Law and/or set forth in the bylaws of the Academy.~~

### **The Superintendent**

The Superintendent of the Academy oversees the strategic and operational plans of the Academy and has overall day-to-day management responsibilities of the school. The Superintendent ensures the Academy operates in fulfillment of the mission as spelled out in the charter and in compliance with applicable laws and the bylaws. The Superintendent works with the Board and its committees to ensure the Academy makes sound strategic



decisions. The Superintendent serves as a spokesperson for the Board to further the ~~school~~Academy's prominence within the local, state, and national educational and charter school communities.

The responsibilities of the Superintendent or his/her designee in relation to the Board may include, but are not limited to, the following:

- Serve as the direct contact with the County regarding school operations changes, progress, etc.
- Develop Board meeting agendas in conjunction with the Board President.
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the Board.
- Communicate with school legal counsel and any outside consultants related to Board items.
- Stay abreast of school laws and regulations.
- Participate in the dispute resolution procedures and the complaint procedures when necessary.
- Propose and administer the approved budget in accordance with generally accepted accounting principles.
- Present a monthly financial report to the Board.
- Attend all Board meetings and attend County Board meetings, as necessary, as the charter representative.
- Establish procedures designed to carry out Academy Board policies.
- Ensure timely performance evaluations of all Academy employees.
- Ensure student disciplinary matters handled in accordance with Board policies and procedures.
- Ensures the Academy partners with ~~family's~~families to work together on their child's path to college through formal and informal communication, trainings, and school events.

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

**BOARD AGENDA REQUEST FORM**

This form must be used for all requests for agenda items to be presented at meetings of the Kern County Board of Education and submitted to Gaye Edwards on the last Friday of the month. The County Board meets the second Tuesday of each month.

NAME OF DIVISION Student Services

CONTACT PERSON Molly Mier


MEETING DATE TO BE PRESENTED May 9, 2023

AGENDA ITEM(S) (explain in detail):

Budget Overview for Parents

California Education Code requires county offices of education, school districts, and charter schools to develop a Local Control Funding Formula Budget Overview for Parents in conjunction with the Local Control Accountability Plan (LCAP). The purpose of the Budget Overview for Parents is to provide fiscal transparency to all educational partners. This document is required to be included in the LCAP review and approval process.

Approved by:

  
\_\_\_\_\_

Division Administrator

Rev. 02/2017

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Kern County Superintendent of Schools

CDS Code: 15 10157 0000000

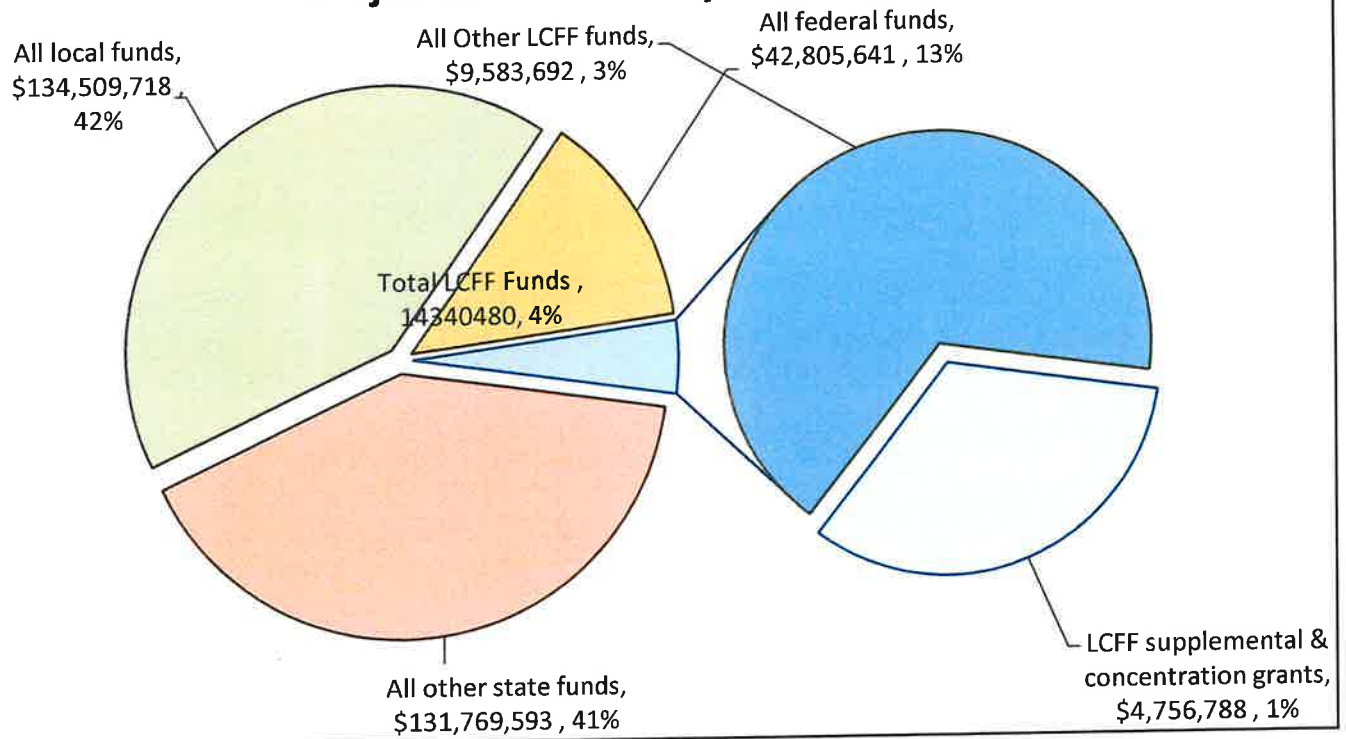
School Year: 2023-24

LEA contact information: Molly Mier (momier@kern.org)

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2023-24 School Year

### Projected Revenue by Fund Source

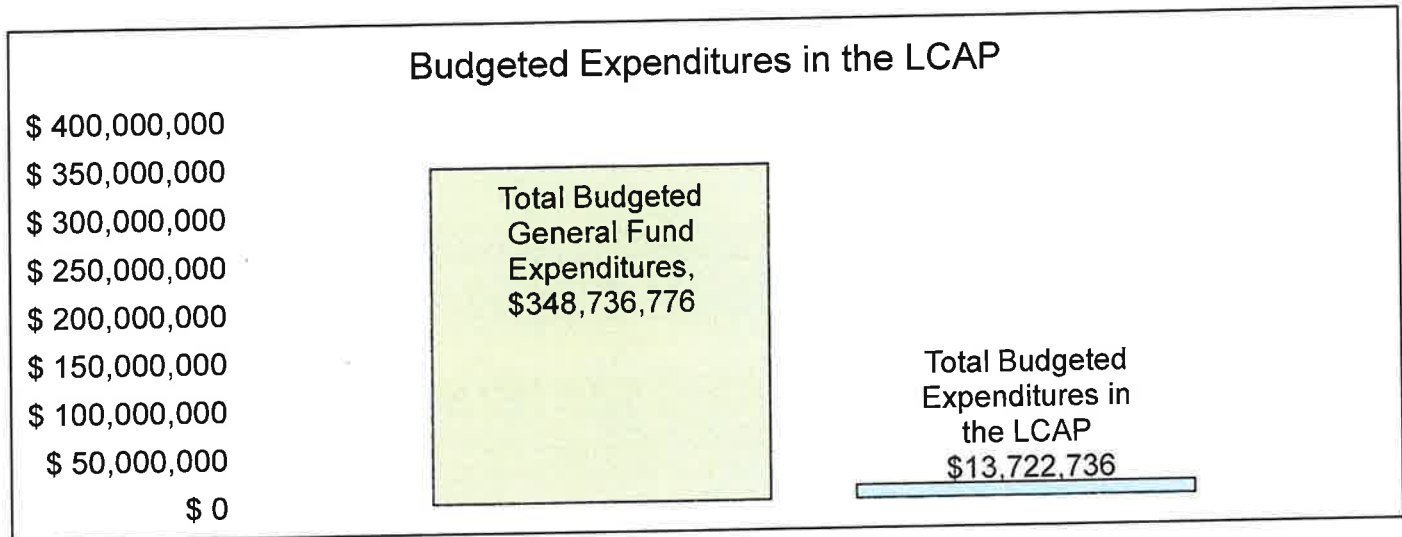


This chart shows the total general purpose revenue Kern County Superintendent of Schools expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Kern County Superintendent of Schools is \$323,425,432.00, of which \$14,340,480.00 is Local Control Funding Formula (LCFF), \$131,769,593.00 is other state funds, \$134,509,718.00 is local funds, and \$42,805,641.00 is federal funds. Of the \$14,340,480.00 in LCFF Funds, \$4,756,788.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Kern County Superintendent of Schools plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Kern County Superintendent of Schools plans to spend \$348,736,776.00 for the 2023-24 school year. Of that amount, \$13,722,736.00 is tied to actions/services in the LCAP and \$335,014,040.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

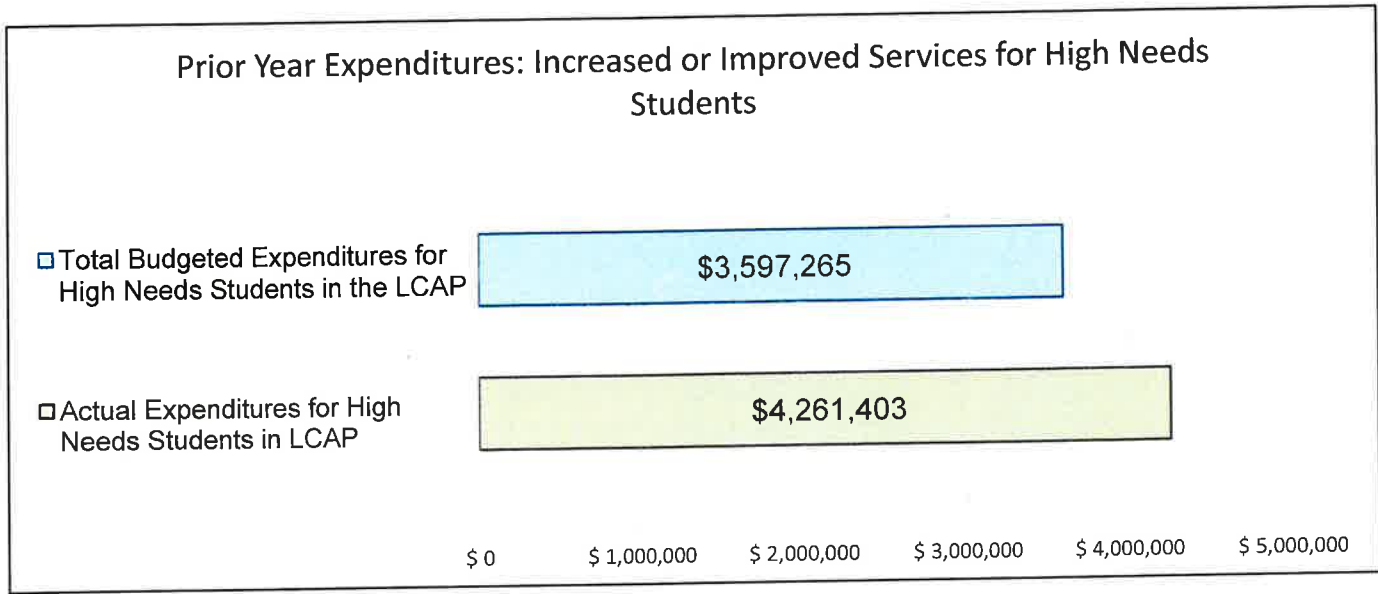
KCSOS provides fiscal and instructional support services to 46 districts in Kern County; operates Alternative Education, Foster Youth, Special Education, and Child Development programs; supports transportation, technology, and human resources programs; and serves as administrative agent for the Fiscal Crisis and Management Assistance Team, Self Insured Schools of California, and Schools Legal Service. Total General Fund Expenditures for the 2023-24 school year include salaries and operating expenditures as well as capital outlay for the entire KCSOS organization.

## Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Kern County Superintendent of Schools is projecting it will receive \$4,756,788.00 based on the enrollment of foster youth, English learner, and low-income students. Kern County Superintendent of Schools must describe how it intends to increase or improve services for high needs students in the LCAP. Kern County Superintendent of Schools plans to spend \$5,169,634.00 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Kern County Superintendent of Schools budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Kern County Superintendent of Schools estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Kern County Superintendent of Schools's LCAP budgeted \$3,597,265.00 for planned actions to increase or improve services for high needs students. Kern County Superintendent of Schools actually spent \$4,261,403.00 for actions to increase or improve services for high needs students in 2022-23.

KERN COUNTY SUPERINTENDENT OF SCHOOLS

COUNTY SCHOOL SERVICE FUND

GENERAL FUND

PROPOSED FINAL BUDGET

2023-2024

**GENERAL FUND  
CSSF Year to Year Comparison**

**Revenue**

	<b>2022-2023 ESTIMATED ACTUALS</b>	<b>%</b>	<b>2023-2024 PROPOSED FINAL BUDGET</b>	<b>%</b>
LCFF Sources	56,601,719	17.6%	63,515,741	19.6%
Federal Revenue	34,108,537	10.6%	42,805,641	13.2%
Other State Revenue	89,875,465	27.9%	82,594,332	25.5%
Other Local Revenue	141,842,890	44.0%	134,509,718	41.6%
	<b>\$322,428,611</b>	<b>- 100.0%</b>	<b>\$323,425,432</b>	<b>100.0%</b>

**Expenditure**

	<b>2022-2023 ESTIMATED ACTUALS</b>	<b>%</b>	<b>2023-2024 PROPOSED FINAL BUDGET</b>	<b>%</b>
Alternative Education	18,109,968	5.4%	20,640,434	5.9%
Special Education & SELPA	179,989,346	53.7%	191,729,965	54.9%
Administrative Agencies	58,865,811	17.6%	58,038,945	16.6%
County Operated	78,058,603	23.3%	78,327,432	22.5%
	<b>\$335,023,728</b>	<b>100.0%</b>	<b>\$348,736,776</b>	<b>100.0%</b>

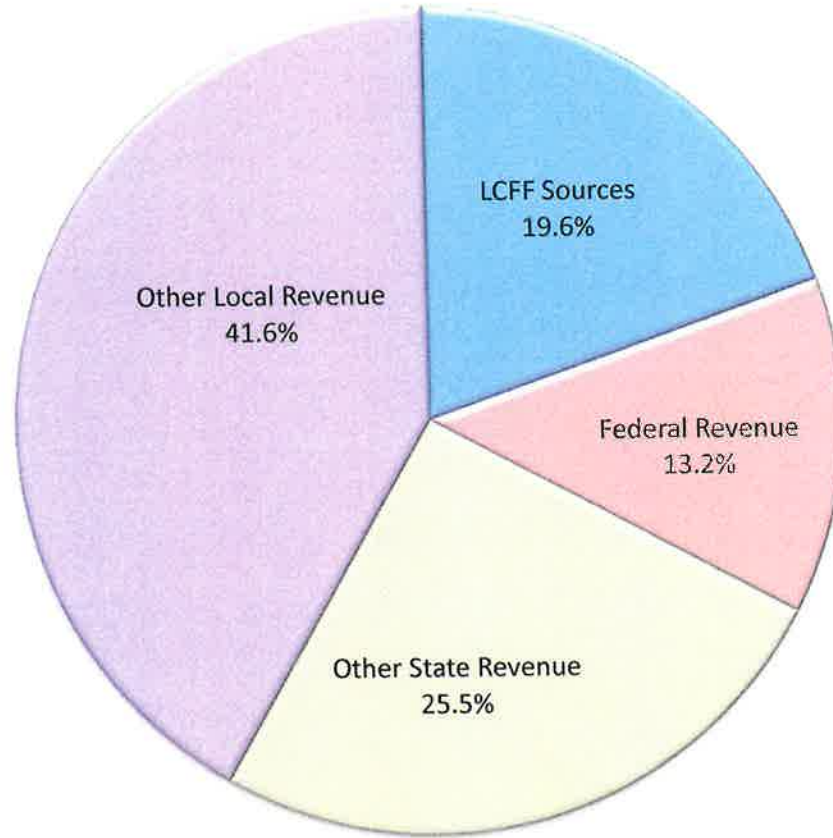
**2% Required Reserve**

6,790,693

7,022,532

(2)

**2023-2024 PROPOSED BUDGET**  
**General Fund Revenue**



(2a)

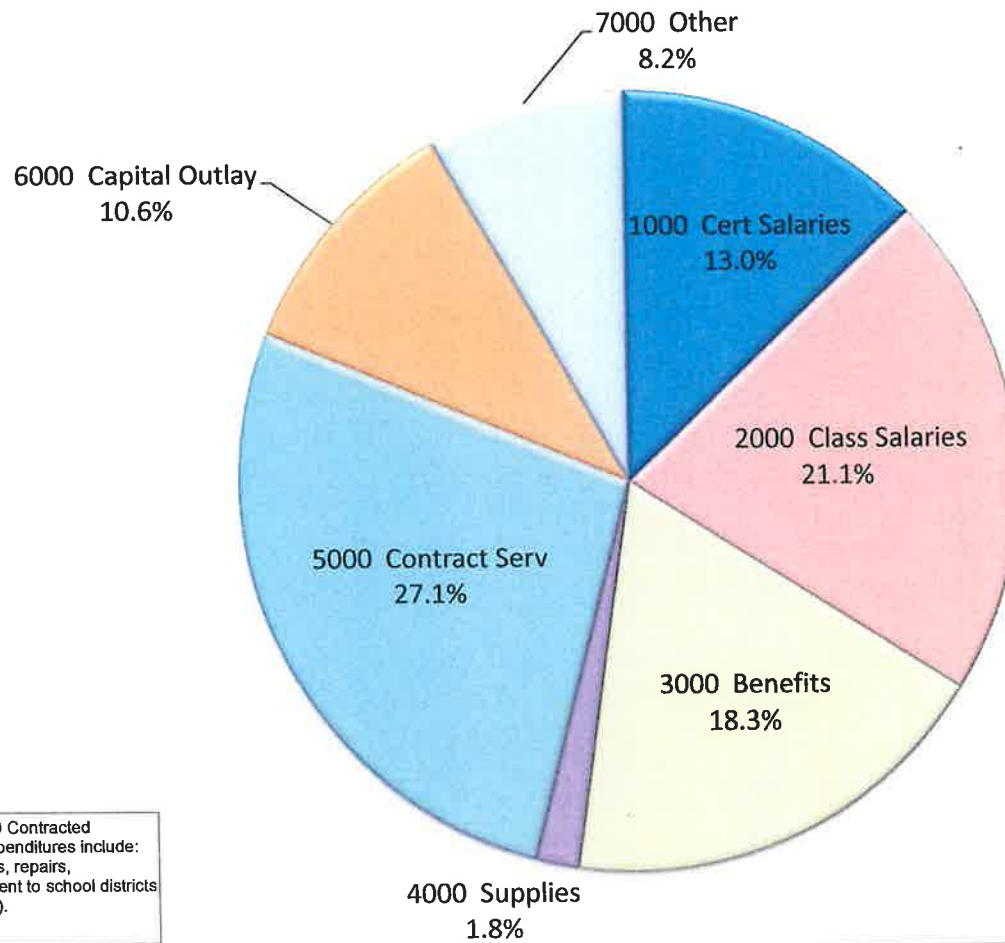


**GENERAL FUND**

**OBJECT CODE COMPARISON**

	<b>2022-2023 ESTIMATED ACTUALS</b>	<b>%</b>	<b>2023-2024 PROPOSED FINAL BUDGET</b>	<b>%</b>
1000 Cert Salaries	43,031,122	12.8%	45,226,017	13.0%
2000 Class Salaries	75,918,594	22.7%	73,587,682	21.1%
3000 Benefits	61,474,409	18.3%	63,731,263	18.3%
4000 Supplies	8,317,731	2.5%	6,177,112	1.8%
5000 Contract Serv	84,469,873	25.2%	94,442,435	27.1%
6000 Capital Outlay	29,233,853	8.7%	36,818,995	10.6%
7000 Other	32,578,146	9.7%	28,753,272	8.2%
	<b>\$335,023,728</b>	<b>100.0%</b>	<b>\$348,736,776</b>	<b>100.0%</b>

### 2023 - 2024 General Fund Expenditures by Object



NOTE: 5000 Contracted Services expenditures include: rents, leases, repairs, reimbursement to school districts (i.e. Migrant).

**COUNTY SCHOOL SERVICE FUND**

**ALTERNATIVE EDUCATION**

	<b>2022-2023 ESTIMATED ACTUALS</b>	<b>%</b>	<b>2023-2024 PROPOSED FINAL BUDGET</b>	<b>%</b>
<b>Cert Salaries</b>				
Juvenile Court Sch	1,748,401	27.4%	2,924,564	35.6%
Community School	3,209,028		4,419,020	
<b>Class Salaries</b>				
Juvenile Court Sch	1,350,499	16.9%	1,397,332	15.2%
Community School	1,701,407		1,740,494	
<b>Employee Benefits</b>				
Juvenile Court Sch	1,717,027	23.3%	2,194,791	24.1%
Community School	2,507,334		2,781,846	
<b>Materials/Supplies</b>				
Juvenile Court Sch	74,393	1.7%	66,500	1.5%
Community School	236,056		240,932	
<b>Contract Services</b>				
Juvenile Court Sch	579,818	17.8%	543,525	13.9%
Community School	2,647,815		2,321,208	
<b>Travel</b>				
Juvenile Court Sch	26,500	0.4%	12,500	0.2%
Community School	44,571		27,500	
<b>Capital Outlay</b>				
Juvenile Court Sch	5,500	0.0%	3,000	0.0%
Community School	3,500		-	
<b>Direct Support Costs/Debt Service/Payments to Districts</b>				
Juvenile Court Sch	318,562	12.5%	258,264	9.5%
Community School	1,939,557		1,708,958	
	<b>\$18,109,968</b>	<b>100.0%</b>	<b>\$20,640,434</b>	<b>100.0%</b>

**COUNTY SCHOOL SERVICE FUND**

**SPECIAL EDUCATION & SELPA**

	<b>2022 - 2023</b>		<b>2023 - 2024</b>	
	<b>ESTIMATED</b>	<b>%</b>	<b>PROPOSED FINAL</b>	<b>%</b>
	<b>ACTUALS</b>		<b>BUDGET</b>	
Cert Salaries	19,008,732	10.6%	20,363,664	10.6%
Class Salaries	13,653,089	7.6%	12,486,416	6.5%
Employee Benefits	15,350,368	8.5%	16,566,431	8.6%
Materials/Supplies	2,042,158	1.1%	984,845	0.5%
Food Services	95,825	0.1%	94,200	0.0%
Contract Services	9,893,665	5.5%	25,113,487	13.2%
Travel	430,024	0.2%	475,862	0.2%
Transportation	15,759,585	8.8%	15,699,754	8.2%
Capital Outlay	4,476,693	2.5%	126,910	0.1%
Direct Support Costs/ Paid to Districts	99,279,207	55.2%	99,818,396	52.1%
	<b>179,989,346</b>	<b>100.0%</b>	<b>\$191,729,965</b>	<b>100.0%</b>

**COUNTY SCHOOL SERVICE FUND**

**ADMINISTRATIVE AGENCIES**

	<b>2022 - 2023</b>		<b>2023- 2024</b>	
	<b>ESTIMATED ACTUALS</b>	<b>%</b>	<b>PROPOSED FINAL BUDGET</b>	<b>%</b>
Cert Salaries	281,605	0.5%	290,105	0.5%
Class Salaries	22,398,589	38.1%	22,471,320	38.7%
Employee Benefits	10,417,733	17.7%	11,028,545	19.0%
Materials/Supplies	897,190	1.5%	786,925	1.4%
Contract Services	20,397,443	34.7%	19,980,861	34.5%
Travel	580,100	1.0%	483,000	0.8%
Capital Outlay	283,000	0.5%	-	0.0%
Direct Support Costs/ Paid to Districts	3,610,151	6.1%	2,998,189	5.2%
	<b>\$58,865,811</b>	<b>100.0%</b>	<b>\$58,038,945</b>	<b>100.0%</b>

Includes:

FCMAT/CSIS/SISC/Legal Services

**COUNTY SCHOOL SERVICE FUND  
COUNTY OPERATED PROGRAMS - OBJECT CODE**

	<b>2022-2023 ESTIMATED ACTUALS</b>	<b>%</b>	<b>2023-2024 PROPOSED FINAL BUDGET</b>	<b>%</b>
Cert Salaries	18,783,356	24.1%	17,228,664	22.0%
Class Salaries	30,695,500	39.3%	29,408,236	37.5%
Brd/Comm Salaries	7,720	0.0%	7,620	0.0%
Employee Benefits	27,034,405	34.6%	26,673,161	34.1%
Materials/Supplies	4,566,509	5.9%	3,575,913	4.6%
Food Services	(111,057)	-0.1%	238,000	0.3%
Contract Services	46,554,869	59.5%	42,054,419	53.6%
Travel	1,158,222	1.5%	897,638	1.1%
Bldg/Improvements	12,277,317	15.7%	16,678,346	21.3%
Capital Outlay	23,027,279	29.5%	35,216,633	45.0%
Paid Other Programs/ Funds/Districts	(85,935,517)	-110.1%	(93,651,198)	-119.6%
	<b>78,058,603</b>	<b>100.0%</b>	<b>\$78,327,432</b>	<b>100.0%</b>

KERN COUNTY SUPERINTENDENT OF SCHOOLS

COUNTY SCHOOL SERVICE FUND

OTHER OPERATING FUNDS

PROPOSED FINAL BUDGET

2023-2024

**CHILD DEVELOPMENT FUND  
PRESCHOOL**

**Revenue**

	<b>2022-2023</b>		<b>2023-2024</b>	
	<b>ESTIMATED ACTUALS</b>	<b>%</b>	<b>PROPOSED FINAL BUDGET</b>	<b>%</b>
Federal	235,860	2.1%	-	0.0%
State	10,858,605	97.8%	8,881,711	99.9%
Local	12,000	0.1%	13,000	0.1%
KCSOS Support	-	0.0%	-	0.0%
	<b>\$11,106,465</b>	<b>100.0%</b>	<b>\$8,894,711</b>	<b>100.0%</b>

**Expenditures**

	<b>2022-2023</b>		<b>2023-2024</b>	
	<b>ESTIMATED ACTUALS</b>	<b>%</b>	<b>PROPOSED FINAL BUDGET</b>	<b>%</b>
Cert Salaries	2,365,611	21.1%	2,259,769	25.5%
Class Salaries	2,403,731	21.6%	2,353,932	26.5%
Employee Benefits	2,847,406	25.7%	2,889,546	32.3%
Materials/Supplies	1,339,881	12.1%	113,000	1.3%
Food Service	75,000	0.7%	100,000	1.1%
Contract Services	1,111,969	10.0%	573,181	6.4%
Travel	24,200	0.2%	10,200	0.1%
Equipment	99,040	0.9%	-	0.0%
Direct Support Costs	839,627	7.6%	595,083	6.7%
	<b>11,106,465</b>	<b>100.0%</b>	<b>\$8,894,711</b>	<b>100.0%</b>



**CHILD DEVELOPMENT FUND  
GENERAL CHILD DEVELOPMENT**

**Revenue**

	<b>2022-2023 ESTIMATED ACTUALS</b>	%	<b>2023-2024 PROPOSED FINAL BUDGET</b>	%
Federal	163,538	19.5%	140,825	30.6%
State	674,462	80.3%	317,908	69.1%
Local	1,500	0.2%	1,500	0.3%
KCSOS Support	-	0.0%	-	0.0%
	<b>839,500</b>	<b>100%</b>	<b>460,233</b>	<b>100%</b>

**Expenditures**

	<b>2022-2023 ESTIMATED ACTUALS</b>	%	<b>2023-2024 PROPOSED FINAL BUDGET</b>	%
Cert Salaries	113,564	13.5%	103,166	22.4%
Class Salaries	166,593	19.8%	146,957	31.9%
Employee Benefits	152,295	18.1%	139,348	30.3%
Materials/Supplies	239,640	28.5%	11,550	2.5%
Food Service	3,000	0.4%	2,500	0.5%
Contract Services	98,292	11.7%	24,427	5.3%
Travel	2,250	0.3%	1,085	0.2%
Equipment	-	0.0%	-	0.0%
Direct Support Costs	63,866	7.6%	31,200	6.8%
	<b>\$839,500</b>	<b>100%</b>	<b>\$460,233</b>	<b>100%</b>

**CHILD DEVELOPMENT FUND**

**CCCC**

**Revenue**

	<b>2022-2023</b>		<b>2023-2024</b>	
	<b>ESTIMATED ACTUALS</b>	<b>%</b>	<b>PROPOSED FINAL BUDGET</b>	<b>%</b>
Federal	94,497,049	59.5%	107,801,588	59.6%
State	60,244,237	37.9%	70,088,722	38.8%
Local	3,987,503	2.5%	2,825,860	1.6%
KCSOS Support	196,103	0.1%	75,000	0.0%
	<b>\$158,924,892</b>	<b>100.0%</b>	<b>\$180,791,170</b>	<b>100.0%</b>

**Expenditures**

	<b>2022-2023</b>		<b>2023-2024</b>	
	<b>ESTIMATED ACTUALS</b>	<b>%</b>	<b>PROPOSED FINAL BUDGET</b>	<b>%</b>
Cert Salaries	88,760	0.1%	73,307	0.0%
Class Salaries	9,900,890	6.2%	8,487,602	4.7%
Employee Benefits	5,540,364	3.5%	4,981,300	2.8%
Materials/Supplies	1,460,873	0.9%	488,460	0.3%
Contract Services	134,181,400	84.5%	159,265,300	88.1%
Travel	151,067	0.1%	86,802	0.0%
Equipment	109,457	0.1%	-	0.0%
Direct Support Costs/ Reimbursements to Other Agencies	7,269,378	4.6%	7,408,399	4.1%
	<b>158,702,189</b>	<b>100.0%</b>	<b>\$180,791,170</b>	<b>100.0%</b>

**CENTRAL KITCHEN**

Revenue

	<b>2022-2023 ESTIMATED ACTUALS</b>	%	<b>2023-2024 PROPOSED FINAL BUDGET</b>	%
Federal Revenue	951,994	36.7%	920,000	35.3%
State Revenue	201,170	7.8%	230,000	8.8%
Other Local	1,434,288	55.4%	1,453,273	55.8%
Interest	3,700	0.1%	3,000	0.1%
	<b>\$2,591,152</b>	<b>100.0%</b>	<b>\$2,606,273</b>	<b>100.0%</b>

Expenditures

	<b>2022-2023 ESTIMATED ACTUALS</b>	%	<b>2023-2024 PROPOSED FINAL BUDGET</b>	%
Class Salaries	920,644	30.5%	944,448	36.2%
Employee Benefits	419,922	13.9%	425,267	16.3%
Materials/Supplies	212,891	7.1%	179,000	6.9%
Food	1,146,696	38.0%	1,016,686	39.0%
Travel	9,400	0.3%	10,000	0.4%
Contract Services	13,132	0.4%	(80,163)	-3.1%
Equipment	182,000	6.0%	-	0.0%
Indirect Charges	111,035	3.7%	111,035	4.3%
	<b>\$3,015,720</b>	<b>100.0%</b>	<b>\$2,606,273</b>	<b>100.0%</b>

(12)

\*\* Child nutrition reimbursements are being posted directly to Central Kitchen instead of the program(s).

**CHARTER SCHOOL FUND**

Revenue

	<b>2022-2023 ESTIMATED ACTUALS</b>	%	<b>2023-2024 PROPOSED FINAL BUDGET</b>	%
State Revenue	11,833,337	80.8%	12,829,316	93.4%
Federal Revenue	65,481	0.4%	-	0.0%
Other State Revenue	2,475,836	16.9%	862,746	6.3%
Interest	279,349	1.9%	40,000	0.3%
	<b>\$14,654,003</b>	<b>100.0%</b>	<b>\$13,732,062</b>	<b>100.0%</b>

Expenditures

	<b>2022-2023 ESTIMATED ACTUALS</b>	%	<b>2023-2024 PROPOSED FINAL BUDGET</b>	%
Cert Salaries	5,221,749	42.3%	5,637,068	42.5%
Class Salaries	971,180	7.9%	981,172	7.4%
Employee Benefits	3,267,541	26.5%	3,353,637	25.2%
Materials/Supplies	514,394	4.2%	688,058	5.1%
Contract Services	1,874,848	15.2%	2,008,611	15.1%
Travel	22,550	0.2%	42,500	0.3%
Improvement of Buildings	131,858	1.1%	200,000	1.5%
Equipment	-	0.0%	50,000	0.4%
Direct Support/ Indirect Costs/Debt Service	328,692	2.7%	328,692	2.5%
	<b>\$12,332,812</b>	<b>100.0%</b>	<b>\$13,289,738</b>	<b>100.0%</b>

# Proposed 2023-2024 Budget

  
 New County  
**Superintendent of Schools**  
Advancing Learning • Inspiring Potential

## General Fund - Revenue

	Estimated Actuals 2022-23	Proposed Budget 2023-24
LCFF Sources	\$56,601,719	\$63,515,741
Federal Revenue	\$34,108,537	\$42,805,641
Other State Revenue	\$89,875,465	\$82,594,332
Other Local Revenue	\$141,842,890	\$134,509,718
<i>Total</i>	\$322,428,611	\$323,425,432

3

## General Fund - Expenditures

	Estimated Actuals 2022-23	Proposed Budget 2023-24
Alternative Education	\$18,109,986	\$20,640,434
Special Education & SELPA	\$179,989,346	\$191,729,965
Administrative Agencies	\$58,865,811	\$58,038,945
County Operated	\$78,058,603	\$78,327,432
<i>Total</i>	<i>\$335,023,728</i>	<i>\$348,736,776</i>



4

## Other Funds - Revenue

FY 2023-24	Charter School Fund	Child Development Fund	Cafeteria Fund
LCFF Sources	\$12,829,316	\$0	\$0
Federal	\$0	\$107,942,413	\$920,000
State	\$862,746	\$79,288,341	\$230,000
Local	\$40,000	\$2,840,360	\$1,456,273
KCSOS Support	\$0	\$75,000	\$0
<i>Total</i>	<i>\$13,732,062</i>	<i>\$190,146,114</i>	<i>\$2,606,273</i>



5

## Other Funds - Expenditures

FY 2023-24	Charter School Fund	Child Development Fund	Cafeteria Fund
Salaries	\$6,618,240	\$13,424,733	\$944,448
Benefits	\$3,353,637	\$8,010,194	\$425,267
Materials/Supplies	\$688,058	\$613,010	\$1,195,686
Food Services	\$320,000	\$106,500	(\$230,000)
Contract Services	\$1,731,111	\$159,956,995	\$159,837
Capital Outlay	\$250,000	\$0	\$0
Other Outgoing	328,692	\$8,034,682	\$111,035
<i>Total</i>	\$13,289,738	\$190,146,114	\$2,606,273



6

## Summary

- Result of an organization wide & collaborative effort
- Aligned to LCAP, grants, and operational plans
- Compliant with all state standards
- Captures collective bargaining agreements
- Ensures the organization is fiscally stable



