



**BOARD OF EDUCATION  
REGULAR MEETING AGENDA**

May 14, 2024  
6:30 P.M.

*Board of Education Board Room  
1300 17<sup>th</sup> Street, City CENTRE - Bakersfield, CA 93301*

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](#).

**1.0 General Functions**

**1.1 Call to order time \_\_\_\_\_ p.m.**

**1.2 Pledge of Allegiance to the Flag**

<b>1.3 Roll Call</b>	<b>Present</b>	<b>Absent</b>
Julie Beechinor, <i>Area 1</i>	_____	_____
Joe Marcano, <i>Area 2</i>	_____	_____
Mary M. Little, <i>Area 3</i>	_____	_____
Jose Gonzalez, <i>Area 4</i>	_____	_____
Paula Bray, <i>Area 5</i>	_____	_____
Daniel R. Giordano, <i>Area 6</i>	_____	_____
Lori Cisneros, <i>Area 7</i>	_____	_____
 Dr. John G. Mendiburu, <i>Superintendent</i>	 _____	 _____

**1.4 Agenda Issues**

**1.5 Approval of the Minutes from April 9, 2024**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## 2.0 Public Comments

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 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 or 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 board 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.

## 3.0 Closed Session

### 3.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Government Code section 54956.9) Kern County Superior Court Case number BCV-23-103771

## 4.0 Informational Items – No Action Taken

4.1.1 How a Child's Mind Works

4.1.2 Pride Chamber of Kern

## 5.0 Action Items

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 is recommended on all items listed.

### 5.1 Consent Agenda

5.1.1 Graduation Diplomas

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

### 5.2 General Business

5.2.1 Approval of Memorandum of Understanding with Grow Public Schools

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

5.2.2 Public Hearing for 2024-25 Local Accountability Plan (LCAP) and Budget Overview for Parents

5.2.3 Public Hearing for 2024-25 County School Service Fund (CSSF) Budget

5.2.4 Approval of Allocation of Forest Reserve Funds

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

5.2.5 Approval of Art, Music, and Instructional Materials Block Grant Plan

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

5.2.6 Policy Third Read and Adoption – BB 6161.11 Supplementary Instructional Materials

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

5.2.7 Approval to Move the June 11, 2024 Board Meeting to an Alternative Date

Motion \_\_\_\_\_ Second \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **6.0 Report of County Board of Trustee Members**

**6.1 Members of the Board will report out on various topics.**

## **7.0 Report of County Superintendent**

**7.1 The County Superintendent will report out on various topics.**

## **8.0 Agenda Items for the Next Meeting**

**8.1 Items to be considered for the next agenda.**

## **9.0 Adjournment**

**9.1 Unless otherwise posted, the next regularly scheduled meeting will be held on June 11, 2024 at 6:30p.m.**

**9.2 Time of adjournment: \_\_\_\_\_ p.m.**



## BOARD OF EDUCATION REGULAR MEETING MINUTES

April 9, 2024  
6:30 P.M.

*Board of Education Board Room  
1300 17<sup>th</sup> Street, City CENTRE - Bakersfield, CA 93301*

### 1.0 General Functions

1.1 Call to order time 6:30 p.m.

1.2 Pledge of Allegiance to the Flag

1.3 Roll Call

Board Members Present: Julie A. Beechinor, Paula E. Bray, Lori J. Cisneros, Daniel R. Giordano, Jose E. Gonzalez, Jr., Mary M. Little, Joe L. Marcano

Also Present: Dr. John G. Mendiburu, Superintendent, Mr. Christian Shannon, Deputy Superintendent, Mr. Jonathan Medina, Assistant Superintendent, Mr. Steve Sanders, Chief of Staff

1.4 Agenda Issues

1.5 Approval of the Minutes from March 12, 2024

Motion by Ms. Little, seconded by Mr. Giordano, to approve the minutes of March 12, 2024 with the changes submitted. Vote as follows:

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

### 2.0 Public Comments

Ms. Tonya Holt, Mr. Dennis McLean, Ms. Shelley Shearer, Ms. Sheila Henderson, Ms. Kori Hanners, Ms. Jeanette Beeson, and Mr. Jes Sanders addressed the Board expressing disappointed that the Board did not adopt a policy for reviewing supplemental materials at the March board meeting. Mr. Wayne Wong gave a report on the community events he recently attended. Mr. Carter Beardsley, a student from Frontier High School, gave a report on his efforts in establishing a book literacy program to give students books to keep. Mr. Paul Linfesty asked that a special content warning be posted on the website where board agendas are posted because of the explicit materials that have been shown and read out loud at board meetings.

### 3.0 Informational Items – No Action Taken

#### 3.1 No informational items

### 4.0 Action Items

#### 4.1 Consent Agenda

Motion by Ms. Little, seconded by Mr. Marcano, to approve the list of graduation diplomas (Exhibit 23-24-50). Vote as follows:

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

#### 4.2 General Business

##### 4.2.1 Resolution-Day of the Teacher (Exhibit 23-24-51)

##### 4.2.2 Resolution-Classified School Employee Week (Exhibit 23-24-52)

##### 4.2.3 Resolution-School Health Month (Exhibit 23-24-53)

Motion by Ms. Bray, seconded by Ms. Beechinor, to adopt the three resolutions. A roll call vote was taken:

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

##### 4.2.4 Williams Act Uniform Complaint Quarterly Reports

The quarterly reports for the period January 1 to March 31, 2024 reflected that there are no complaints for Alternative Education and Special Education (Exhibit 23-24-54). Motion by Mr. Marcano, seconded by Ms. Beechinor, to accept and file the reports. Vote as follows:

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

##### 4.2.5 California School Boards Association Delegate Assembly Run-Off Election

Dr. Mendiburu reported that at the February board meeting, the Board elected Ms. Beechinor to serve as the county office representative to the California School Boards Delegate Assembly. In that election, there was a tie between Ms. Beechinor and Mr. Joseph Enea from Tulare County Office of Education.

Now the Board must cast a vote in the run-off election. Materials regarding this are Exhibit 23-24-55. Motion by Ms. Little, seconded by Mr. Marcano, to cast a vote for Ms. Beechinor. Vote as follows:

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

## 1.0 Report of County Board of Trustee Members

Ms. Cisneros thanked today's speakers. There is a Touch a Truck event on April 14 at the Tehachapi Rodeo Grounds that will feature every kind of truck from firetrucks to construction trucks. The Poppy Festival is April 19-21, 2024 in Lancaster. Ms. Cisneros said that she would like to visit the REALMS charter school. Dr. Mendiburu said that the CEO of REALMS has resigned, and right now former board member Mr. Ernie Bell is the interim CEO of REALMS. Dr. Mendiburu will work on setting up a date to visit.

Ms. Cisneros also gave an update on the Chino Valley School District lawsuit regarding parent notification and a resolution has been made that requires a school district to notify a parent if a student asks the district to make a change the school records to change their gender. Ms. Cisneros also reported that Bakersfield City School District has adopted a new grading system that changes grading to equitable grading practices.

Ms. Cisneros requested that two speakers for May board meeting be allowed 15 minutes to speak on the topic of how a child's mind works and to share their expertise. Dr. Brik McDill is a retired psychologist and Ms. Tonya Holt has a degree in theology and counseling. The consensus of the Board was agreeable to having both speakers.

Ms. Bray shared a quote that Mayor Karen Goh gave recently at the Science Fair and Ms. Bray was extremely proud of the Kern County Superintendent of Schools Office's participation in the event.

Ms. Beechinor reported there is a garden festival at Bakersfield College this Saturday. Ms. Beechinor reported that the office does currently have a policy practice that is followed for reviewing supplemental materials and it was suggested that the policy be put in writing. She voted against adopting the written policy because the policy was changed from the California School Boards Association policy which is the same policy that is currently used. The Board does not have authority over any school district and only has jurisdiction for county office programs. The motion presented at the March board meeting was for an amended state policy. Ms. Beechinor also felt that the vote at the March meeting was rushed and did not allow for Board discussion.

Ms. Little reported that she enjoyed the Valley Oaks Charter School choir that led the Pledge today and thank you to everyone that arranged for that today. Ms. Little expressed her concern for the education budget with cuts that the Governor is having to make to the state budget.

Ms. Little stated that the supplemental materials review policy is verbal and is not in writing. Our policies do affect school districts that look to the county office as an example, and a written policy gives parents a clear way to object to materials in the classroom. School boards need to follow established procedures for removing books from the classroom, and we do not have an established procedure; we only have a practice that is verbal, and it is difficult to remove a book if there is no policy in place.

She supports Ms. Cisneros's proposal for a written policy because sexually explicit books are in schools and there needs to be a paper trail for requests to remove a book. Ms. Little requested that the policy be brought to the Board again to see if we can establish a policy that would satisfy the public and requested that it be an action item. Ms. Cisneros agreed that it is important to bring this back again and will make it clearer that the policy will follow CSBA guidelines.

Mr. Marcano said that he too felt the discussion regarding the policy was rushed at the March meeting and he requested to see the policy again. Dr. Mendiburu said he will put the policy on the May agenda for a third read and there will be two versions in the board packet for review: one version of the policy in its original form and one with the change with language for the parent.

## **2.0 Report of County Superintendent**

Dr. Mendiburu reported that state budget deficit of \$38 billion has been changed to \$73 billion now, and there will be cuts to the budget that impact education. There will be more information in the May revise. Cola is predicted to be from zero to 1% and is more likely to be none. Dr. Mendiburu reported on the recent YES Conference to empower student leadership and service.

## **3.0 Agenda Items for the Next Meeting**

3.1 Items to be considered for the next agenda.

## **4.0 Adjournment**

4.1 Unless otherwise posted, the next regularly scheduled meeting will be held on **May 14, 2024 at 6:30p.m.**

4.2 Time of adjournment: 7:51 p.m.

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE KERN COUNTY OFFICE OF EDUCATION AND  
GROW PUBLIC SCHOOLS

This Agreement ("Agreement," "Memorandum of Understanding" or "MOU") is executed by and between the Kern County Board of Education ("County Board") and Kern County Superintendent of Schools ("Superintendent"), collectively the Kern County Office of Education ("County"), on one hand, and Grow Public Schools ("Grow"), a California nonprofit public benefit corporation, which currently manages and operates Grow Academy-Arvin and Grow Academy-Shafter on the other.

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.
- A. Grow has developed and submitted a petition to establish a TK-8 countywide benefit charter school named Grow Public Schools ("GPS" or the "Charter School").
- B. The parties to this agreement recognize that the laws of the State of California authorize the formation of countywide benefit 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.
- C. By approving the countywide benefit charter petition on February 13, 2024, the County Board becomes the authorizer of the Charter School.
- D. The Charter School shall begin operation on July 1, 2024, for the 2024-2025 school year and shall continue for a term of five (5) years unless the Charter School is sooner closed or the charter is sooner revoked in accordance with law.
- E. Written modification of this Agreement may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the County do hereby agree as follows:



## AGREEMENTS:

### I. TERM AND RENEWAL

- A. This agreement shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the charter.
- B. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.
- C. The duly authorized representative of the Charter School is the Board of Directors of Grow Public Schools or the Chief Executive Officer or his or her designee(s). For purposes of amendment of this MOU, the Board of Directors is required to take action.
- D. The duly authorized representatives of the County are the County Board and the Superintendent, or his or her designee(s). For purposes of amendment of this MOU, the Superintendent is required to take action as authorized representative of the County.
- E. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the charter. Amendments to the MOU may be made upon written agreement of both Parties.
- F. The action of the County Board to approve the charter is contingent on the mutual approval of this MOU. To the extent that this Agreement is inconsistent with any of the terms of the charter, this MOU shall supersede 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.

### II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992 ("The Act") authorizing the creation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The Act allows the County Board to authorize charter schools under specified circumstances. The County Board has authorized this charter pursuant to the Act, and by doing so, becomes the authorizing agency of the Charter. The County has delegated to the Superintendent its obligations to oversee the Charter under the terms of this MOU and the Charter, and applicable laws and regulations, reserving the right and authority, under its obligations, to modify any decision made by the Superintendent.

The fundamental interest of the County is, on a continuing basis, to be reasonably assured that the Charter is:

- Implementing the provisions of the Charter as approved.
- Obeying all requirements of federal, state, and local law that apply to the Charter.
- Being operated prudently in all respects.
- Providing a sound education of all its students.

The Superintendent will report periodically to the County Board regarding its delegated oversight of the Charter.

The County recognizes that there are a limited 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 governance structure, 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.

### III. DESIGNATION OF SCHOOL

- A. The Charter School shall be known as the Grow Public Schools. The Charter School shall be operated by a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Agreement and its charter.
- B. Grade Levels: The Charter School will serve students in TK-8.
- C. The Charter School will begin operation with two school campuses: Grow Academy-Arvin and Grow Academy-Shafter.
- D. Any change in grades served will require an amendment to this MOU.
- E. Any plans to operate one or more additional TK-8 campuses within the boundaries of Kern County will require a submission for material revision.

### IV. FUNDING

- A. The Charter School shall receive funding under the charter school funding model as established by Education Code section 47630 et seq.
- B. In addition to the block grant funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.

1. The County has no obligation to apply for additional sources of funding for the Charter School. However, if the County applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the County shall receive 1% of such funds or as required by the specific funding source.

2. The Charter School shall cooperate fully with the County in application(s) made by the County on behalf of the students of the Charter School.

3. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.

C. The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651.

The Charter School has a fiduciary duty to meet its financial obligations; therefore, it has historically maintained its reserves at a level far exceeding State requirements for school districts. The Charter School has consistently demonstrated strong and stable enrollment numbers and continues to have waiting lists for its schools. If State education funding levels weaken in any given year, the Charter School will implement all necessary budget reductions in order to maintain fiscal stability, while continuing to provide resources specifically prioritized to support academic achievement in accordance with its mission.

## V. LEGAL RELATIONSHIP

A. The Charter School shall be operated by a non-profit public benefit corporation under Education Code section 47604, which is a separate legal entity from the County. As such, in accordance with Education Code section 47604(d), if the County complies with all oversight responsibilities required by law, the County shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.

B. Any disputes between the County and the Charter School over the terms of the charter shall be resolved as follows:

1. The dispute shall be identified in writing by the administrator of the Charter School and the staff member designated by the Superintendent pursuant to Education Code section 47604.32(a). These designated individuals will meet in a good faith attempt to resolve the dispute.

2. If the dispute is not resolved by the meeting described above, the Parties may elect to mediate the dispute by mutually agreeing on a mediator. In the event the Parties agree to attempt to resolve the dispute in mediation, the mediator's

fees will be split equally between the parties, unless otherwise agreed.

3. If the dispute is not resolved by the meeting or by mediation, the matter shall be referred to the County Board at its next regularly scheduled meeting. The decision of the County Board to resolve the dispute shall be final and binding on the Charter School, provided that the Charter School may seek judicial review of the County Board's decision in a court of competent jurisdiction. Unless and until such a judicial review results in a reversal or a stay of the decision of the County Board, the decision of the County Board to resolve the dispute shall be final and binding on the Charter School.

4. Notwithstanding the above, nothing in this dispute resolution process shall prevent or delay the County or the Superintendent from exercising and discharging any power or duty authorized by law with respect to oversight of the charter including but not limited to the right to revoke the charter as authorized by law.

5. Nothing in this section shall be interpreted as a waiver by the Charter School of any available legal rights or recourse in response to action by the County Board.

This process shall amend and replace the dispute resolution process in the charter.

C. The Charter School shall ensure its expulsion policies to provide that expulsion shall only be for grounds authorized in the Education Code for expulsion from public school and shall allow an appeal right to the County Board in accordance with Education Code sections 48919-48924. The readmission process shall align with Education Code section 48916 and shall provide that no student shall be denied readmission because the Charter School does not have space available.

D. The Charter School will not have any involuntary removals of students except as provided for in Education Code section 47605(c)(5)(J).

E. The County Board shall have the right to appoint a representative to the Grow Public Schools Board of Directors, who shall serve as a member with full voting rights. In addition, at least one parent selected by and from among the parents of students enrolled in the school shall be a voting member of the Grow Public Schools Board of Directors. Parent representation selected by their peers shall make up at least 20% of the voting membership on the Grow Public Schools Board of Directors regardless of the size of the Board.

F. The Charter School shall work with families who are migrant workers to encourage their children to apply for admission and shall ensure a space is held for any federally-identified migrant student who is admitted and must leave the Charter School because of a parent or parents' migrant occupation so that the student may return within the same school year.

G. The Charter School may develop a range of alternatives to encourage parents/guardians to offer voluntary assistance to the operation of the school. However, no parent/guardian shall be required to commit to or complete volunteer work as a condition of their child's enrollment in the charter school and no child shall be denied admission or removed because the parent/guardian does not volunteer.

## VI. ADMISSION REQUIREMENTS AND COMPARISON TO LOCAL DISTRICT

A. The Charter School will use every reasonable means to ensure that the school is equally accessible to enrollment and attendance by all students within the boundaries of Kern County. If the Charter School does not provide free transportation, it will use other means including location of the school to encourage representative attendance.

B. A student information system will be developed and maintained by the Charter School, in accordance with input and direction from the Superintendent, which identifies the demographic characteristics and academic performance of all students enrolled in the Charter School including, but not limited to, students who do not complete the school year for any reason, students who are expelled, and students who transfer. The student information system will be available to the Superintendent on request.

## VII. FISCAL REPORTING

A. The Charter School shall annually prepare and submit the following reports to the Superintendent:

- On or before July 1, a preliminary budget.
- On or before December 15, an interim financial report reflecting changes through October 31.
- On or before March 15, a second interim financial report reflecting changes through January 31.
- On or before September 15, a final unaudited report for the full prior year.

B. Average Daily Attendance: The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School is strongly encouraged to use commercially available attendance accounting software. The Charter School will submit enrollment and attendance reports as required to receive apportionment of funding.

C. The Charter School shall annually prepare the following:

- A sample schedule based on a TK-2 instructional minute format (or one for each grade level)
- A sample schedule based on a grades 3 through 6 instructional minute format (or one for each grade level)

- A sample schedule based on grades 7 and 8 instructional minute format (or one for each grade level)
- A sample "early dismissal schedule" for each of the above listed schedules
- A school calendar with a minimum number of instructional days that together with the above listed schedules would satisfy the minimum number of instructional minutes required by law for a charter school.

## VIII. COUNTY OVERSIGHT/SERVICES

A. In accordance with Education Code section 47613, the County may charge for the actual costs of supervisory oversight not to exceed one percent of the revenue of the Charter School. "Revenue" is defined in accordance with Education Code section 47613(f).

B. The Charter School and the County agree that "supervisory oversight," as used in Education Code section 47613 and Education Code section 47604.32, shall include the following:

- All activities related to the charter revocation and renewal and processes as described in section 47607.
- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its charter, related agreements including this MOU, and all applicable laws.
- Review and timely response to the Charter School's Annual Independent Fiscal.
- Identify at least one staff member as a contact person for the Charter School.
- Visit the Charter School at least annually.
- Monitor the fiscal condition of the Charter School.
- Provide timely notification to the California Department of Education if any of the following circumstances occur:
  - o A renewal of the charter is granted or denied.
  - o The charter is revoked.
  - o The Charter School will cease operation for any reason.

C. To the extent that the County may be required to submit financial forms on behalf of the Charter School, the Charter School is required to maintain official financial records on the County financial system. The County agrees to provide the Charter School with written notification of any applicable processes that may be required. The Charter School agrees to follow processing schedules and specified County business office procedures. The authorized representative of the County shall communicate the procedures to the Charter School.

D. The Charter School shall retain the authority to contract with third parties for any services required to operate the charter in accordance with the law, this MOU, and the

approved charter.

E. Additional services may be contracted by the Charter School from the County if available pursuant to a separate written agreement between the Parties.

#### IX. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education to Charter School students:

A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

B. A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities in Education Improvement Act ("IDEIA") (20 U.S.C. Sec. 1400 et seq.) and for eligibility for federal and state special education funds. The Charter School has provided such verifiable written assurances and thus, upon acceptance to the Kern County Consortium SELPA, shall be deemed a local educational agency and member of the Kern County Consortium SELPA. (Education Code section 47641 (a)).

C. The Charter School shall seek membership in the Kern County Consortium SELPA within two weeks of the date the County approved the charter. Notwithstanding any other provision of this Section IX, if and for any period of time that the Charter School is not granted membership in the Kern County Consortium SELPA, the Charter School shall be fully responsible for the provision of special education services to its students in accordance with IDEA and applicable state law.

D. The Charter School agrees to implement a student success team process, a general education function, to monitor and guide educational services prior to application of Section 504 and special education services. For purposes of this section, the parties agree that a student success team is a group of Charter School staff knowledgeable about a particular student's academic and behavioral needs who meet to discuss and explore alternate strategies that may be used with a student to enhance educational benefit when a student is under-performing. Such alternatives should generally be implemented prior to a referral to 504 or special education.

E. The Charter School is fully responsible for implementation of Section 504 of the Rehabilitation Act and the County is not expected to provide services in connection with a student's Section 504 needs.

F. The Charter School agrees to adhere to the policies, procedures and requirements of the Local Plan for Special Education and to participate in the SELPA as necessitated by its student population needs. The Charter School further agrees to abide by all state and federal laws applicable to the Charter School as such pertain to special education.

G. Delivery of Services: The Charter School, as an LEA, shall be responsible for the delivery of any and all special education services including but not limited to referrals ("Child Find"), assessments, Individualized Education Program (IEP) meetings, delivery of educational and related services and any due process and complaints.

1. In the delivery of such services, the Charter School is responsible for compliance with all applicable federal and state laws.

2. Special education services shall be provided to eligible Charter School students in accordance with the policies, procedures, and requirements of the Kern County Office of Education Local Plan for Special Education. The Charter School agrees to provide transportation for the students who require special education services at a site other than the Charter School.

3. The Charter School may contract with qualified contractors to provide special education services or retain their own qualified staff for such services.

4. If a parent of a student identified as having special needs elects not to receive educational and/or related services offered in an IEP, the Charter School will obtain evidence of this election in the manner required by law. The offer of services by the Charter School shall be in writing prior to this decision by the parent.

5. Charter School instructor(s) will participate in all initial, annual, tri-annual and any specially called meetings on any special education student enrolled in Charter School.

6. The Charter School understands and agrees that special education funding shall only be used to support special education services and that any costs beyond SELPA funding are the sole responsibility of the Charter School.

7. Due Process:

a. The Charter School shall be responsible for all complaints and due process actions related to students enrolled in the Charter School.

b. In the event that a hearing request is filed against the Superintendent or County Board relating to a child's services at the Charter School, the Charter School shall fully indemnify, hold harmless and pay for all costs



associated, including attorney fees, costs and fees for legal representation, settlement costs and damages. The Superintendent and the Charter School will work together to select legal representation and decide on case management.

c. In the event the Charter School expels a special education eligible student, or a student who is subsequently determined to be eligible for special education and notwithstanding the other provisions of this agreement, the Charter School shall be solely responsible for providing and/or the cost of providing special education services for the former student in accordance with federal law. The Charter School shall also be solely responsible for any litigation resulting from or related to such expulsion.

H. To the extent that the SELPA provides training opportunities and/or information regarding special education to County staff, such opportunities and/or information shall be made available to Charter School staff. To the extent that County staff have the opportunity to participate in committee meetings of the SELPA, such opportunities shall be made available to Charter School staff.

I. The Charter School agrees to fully comply with any lawful requests for information made by the Superintendent with regard to special education services and individual students.

J. The Charter School agrees to be responsible for any legal fees related to its application and assurances to the Kem County SELPA.

K. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEP and other special education information on any student enrolling in the Charter School, and shall provide copies of any required documentation to any requesting school district if a Charter School student leaves the Charter School and enrolls in another school district. The Charter School will also be responsible for complying with all state and federal requirements regarding notification to a student's district of residence and the County regarding when a student enrolls in the Charter School, becomes eligible for special education, becomes ineligible for special education, and/or leaves the Charter School.

L. Funding. The Charter School shall receive funding directly from the SELPA in accordance with the allocation plan approved by the SELPA.

## X. INSURANCE AND RISK MANAGEMENT

A. The Charter School will maintain, at its own expense, its own insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies. Policy types and amounts will be commensurate with the recommendations of amounts and types by the Charter School's insurer for a school of similar type and size in the area. Additional insurance may also be obtained by the Charter School as necessary or required by law.

B. The County Board and Superintendent shall be named as additional insureds under all insurance carried on behalf of the Charter School.

C. The Charter School shall provide the County with certificates of insurance upon request by the County.

D. Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, Charter School's performance under this Agreement, or any acts, errors, or omissions by Charter School and/or charter school personnel (as defined in the paragraph below). This indemnity and hold harmless provision shall exclude actions brought by third persons against District arising out of any negligent or intentional acts, errors, or omissions of District and/or District Personnel. If Charter School should contract all or any portion of the work or activities to be performed under this Agreement, Charter School shall require each contractor to indemnify, hold harmless and defend District, its officers, employees, and agents in accordance with the terms of this paragraph.

## XI. FACILITIES

A. Any facilities used by the Charter School must meet Education Code section 47610 standards.

B. Prior to entering into any contract for purchase of land or buildings, the Charter School shall provide the proposed contract to the Superintendent or designee. Review by the County or staff does not constitute approval or liability for any debts incurred by the Charter School under or pursuant to the contract. Such review has as its sole purpose monitoring information for the County and compliance with the charter.

C. The Charter School shall operate from its approved facilities, currently utilized by Grow Academy – Arvin, and Grow Academy – Shafter.

D. The Charter School will provide its own facilities at its own expense and does not presently intend to seek funding under Proposition 39. In any event, to the extent that ownership of facilities is acquired by use of public funds, it is agreed that in the event the charter school is closed or dissolved, that ownership shall be transferred to entities within the public school system. For avoidance of doubt, ownership of the Charter School's current facilities has not been acquired by use of public funds.

## XII. HUMAN RESOURCES MANAGEMENT

A. All staff of the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, dismissal and discipline of its employees.

B. 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 are not parents or family members of current students, and those 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.

C. The Charter School will certify that all teachers hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment.

## XIII. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

A. The fundamental oversight and monitoring of the Charter School shall be in conformance with policy, state and federal law and the terms of the approved charter.

B. The Superintendent will conduct at least one site visit annually in order to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the charter, this MOU, and any associated agreements. The focus of the review will be on teaching and

learning. The County approved Charter School Evaluation Form and the Document Review Checklist describes the evidence and documentation that will be reviewed and evaluated each year. The County will provide a copy of the Charter School Evaluation Form and the Document Review Checklist to the Charter School at the beginning of each school year and, if any changes are made to either document during the academic year, the County will provide the Charter School with updated copies within two weeks of such changes. Failure to provide updated copies excuses the Charter School from compliance with changes.

The site visit may include review of the facility, review of records maintained by the School, interviews with the principal of the School, staff, and parents, and observation of instruction in the classroom. The evaluations for each year along with the renewal criteria set forth in Education Code section 47607 will be taken into consideration as part of the renewal decision to be made at the end of the term of the charter. Any deficiencies will be reviewed with the School administration.

C. The Charter School will ensure that it provides elementary Science and Social Studies curricular programs that align with the California State Frameworks for Science and Social Studies.

D. The Charter School will provide a fully-compliant ELD Program that includes the identification and monitoring of long-term English learners, reclassification criteria aligned to CDE criteria, the provision for a Structured English Immersion program, and an MTSS program that includes dually-identified students (English Language with disabilities).

E. The Charter School will identify and implement a formative assessment system for student language proficiency.

F. The Charter School agrees to comply with and adhere to the state requirements for participation and administration of all state mandated tests. The state tests required to be administered include:

- Smarter Balanced Assessment Consortium (SBAC)
- California Science Test (CAST)
- California Science Assessment
- Standard-based Tests in Spanish (STS)
- Physical Fitness Test (PFT)
- English Language Proficiency Assessments for California (ELPAC)
- California Alternate Assessment (CAA) for ELA and Math

G. 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 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.

H. Changes to the charter deemed to be material amendments may not be made without County consideration and approval. Amendments to the charter considered to be material changes 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
- Proposed changes in enrollment that differs by more than 20 percent +/- of the enrollment originally projected in the charter for any one school site, or as approved by the County in a subsequently revised charter.
- Addition or deletion of grades or grade levels to be served
- Location of facilities and/or new sites
- Suspension and expulsion policy, except changes necessary to comply with legal requirements applicable to traditional public schools
- Admissions preferences
- Governance structure

I. Charter schools are required by the California Constitution to prepare a School Accountability Report Card (SARC) as a condition of receiving state funds. On or before February 1<sup>st</sup> of each year, the Charter School will post its SARC for the prior year on the Charter School's web site. The Charter School may, but is not required to, use the template developed by the California Department of Education (COE) and available on the COE web site.

#### XIV. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

In the event that either party to this MOU wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

#### XV. FERPA: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The County hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act and California Education Code section 49076 (b)(6) ("FERPA") as to County pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the County Board and Superintendent as having a legitimate educational interest such that they are entitled to

access to education records under FERPA. The Charter School, its officers and employees shall comply with FERPA at all times.

#### XVI. BROWN ACT/PUBLIC RECORDS ACT/CONFLICTS OF INTEREST

A. The Charter School shall conduct its Board of Directors meetings regarding the Charter School according to the Brown Act.

B. The Charter School understands and agrees to comply with the Public Records Act (Government Code section 6250 et seq.) as well as Education Code section 47604.3.

C. The Charter School shall comply with Government Code section 1090 et seq., as set forth in Education Code section 47604.1, and the conflict of interest provisions of the Political Reform Act found at Government Code sections 87100 et seq., and the Charter School shall adopt a conflict of interest code designating principal officers and employees, including those with authority to make financial decisions, as required to report financial interests on FPPC Form 700. The Grimm Family Education Foundation shall comply with Education Code sections 47604 and 47604.1, as applicable.

#### XVII. PUPIL TRANSPORTATION

The Charter School shall be responsible for any transportation the Charter School elects to offer to students who enroll in the Charter School.

#### XVIII. LEGAL SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service.

#### XIX. SEVERABILITY

The terms of this MOU are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Superintendent and the Charter School. The Superintendent and Charter School agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

#### XX. NOTIFICATION

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

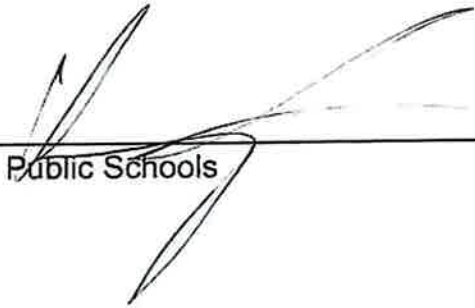
To the County at:  
John G. Mendiburu, Kern County Superintendent of Schools  
1300 17<sup>th</sup> Street  
Bakersfield, CA 93301

To the Charter School at:  
Doc Ervin, Chief Executive Officer, Grow Public Schools  
4800 Corporate Court  
Bakersfield, CA 93311

**XXI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

Dated: 4/29/24

  
\_\_\_\_\_  
Grow Public Schools

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kern County Office of Education

# LCFF Budget Overview for Parents

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

CDS Code: 15 10157 0000000

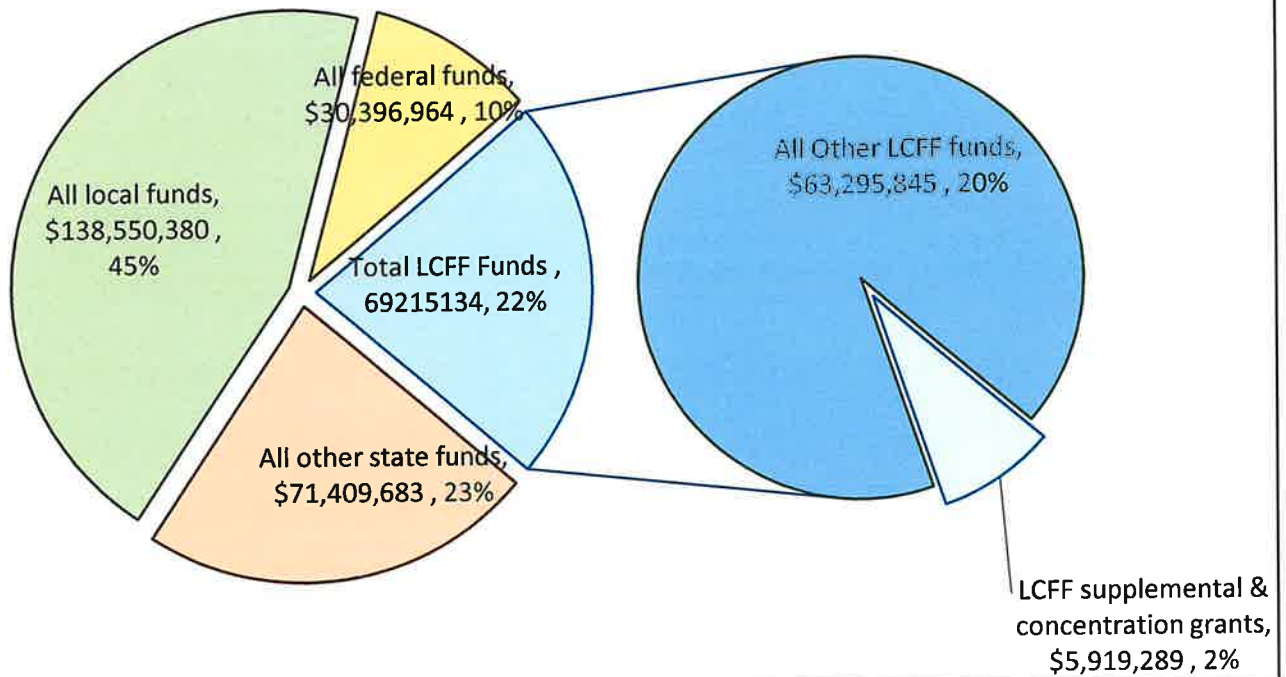
School Year: 2024-25

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 2024-25 School Year

### Projected Revenue by Fund Source



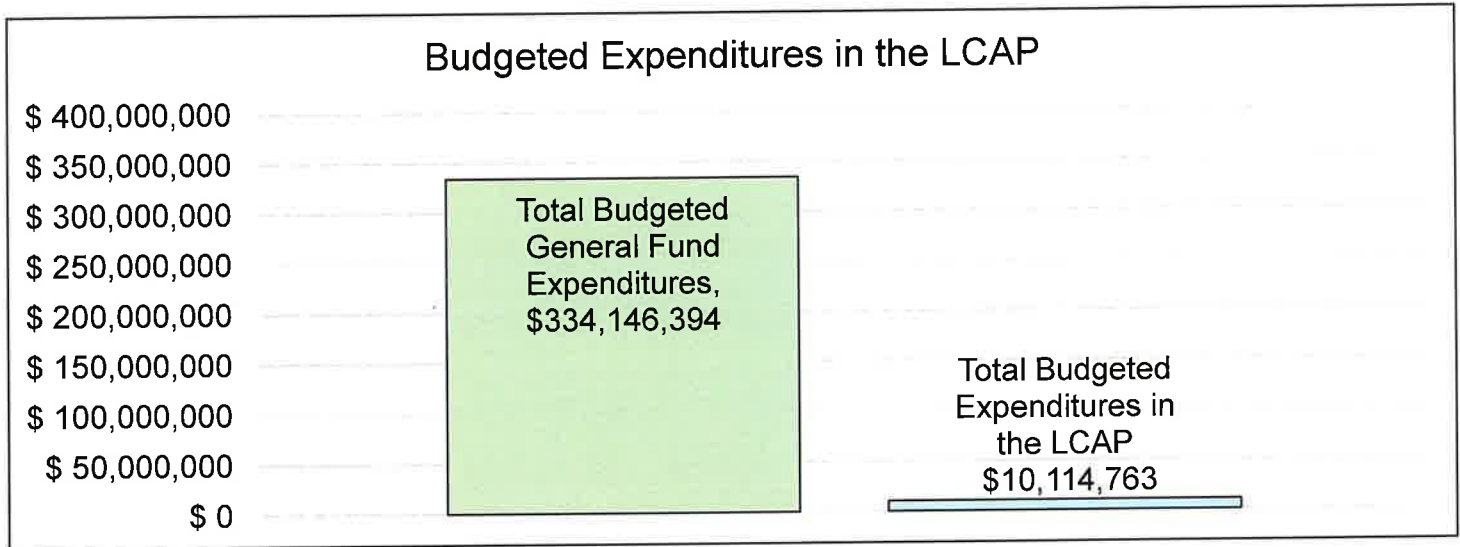
This chart shows the total general purpose revenue Kern County Superintendent of Schools expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Kern County Superintendent of Schools is \$309,572,161.00, of which \$69,215,134.00 is Local Control Funding Formula (LCFF), \$71,409,683.00 is other state funds, \$138,550,380.00 is local funds, and \$30,396,964.00 is federal funds. Of the \$69,215,134.00 in LCFF Funds, \$5,919,289.00 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 2024-25. 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 \$334,146,394.00 for the 2024-25 school year. Of that amount, \$10,114,763.00 is tied to actions/services in the LCAP and \$324,031,631.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

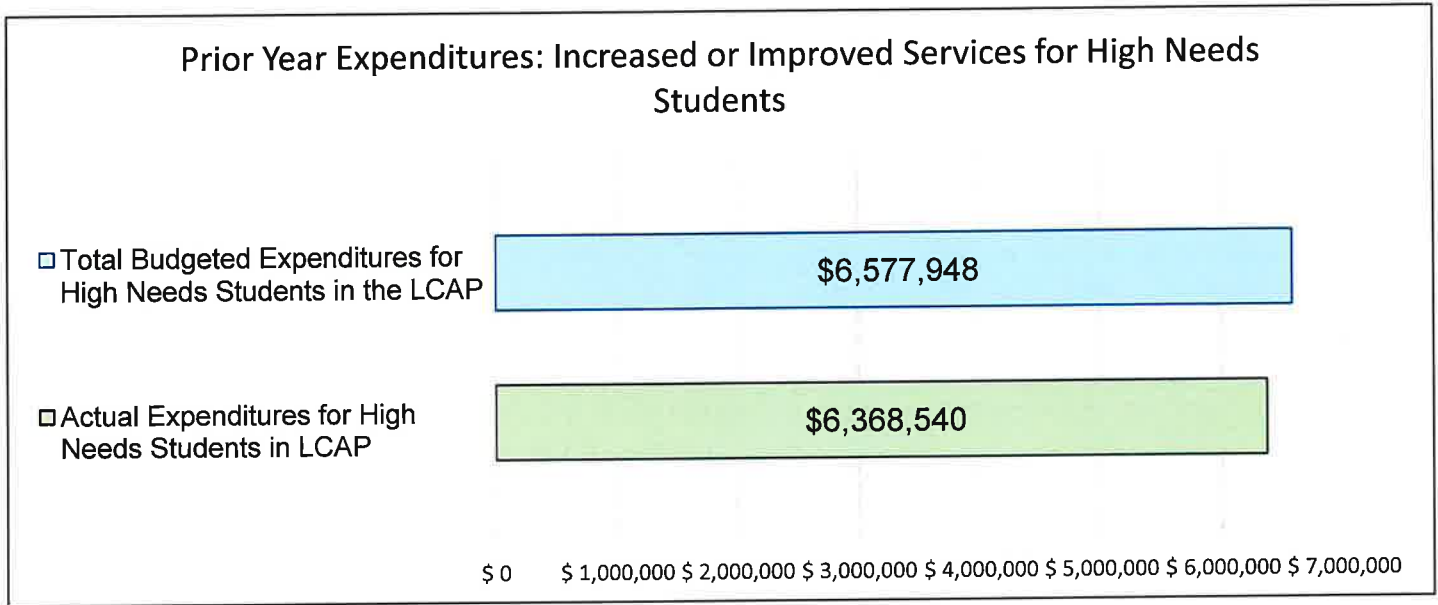
KCSOS provides fiscal and instructional support services to 46 districts in Kern County; operates Alternative Education, Foster Youth, Special Education, and Child Development programs; supports transportation, technology, and human resources programs; and serves as administrative agent for the Fiscal Crisis and Management Assistance Team, Self Insured Schools of California, and Schools Legal Service. Total General Fund Expenditures for the 2024-25 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 2024-25 School Year

In 2024-25, Kern County Superintendent of Schools is projecting it will receive \$5,919,289.00 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 \$6,903,198.00 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 2023-24



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 2023-24, Kern County Superintendent of Schools's LCAP budgeted \$6,577,948.00 for planned actions to increase or improve services for high needs students. Kern County Superintendent of Schools actually spent \$6,368,540.00 for actions to increase or improve services for high needs students in 2023-24. The difference between the budgeted and actual expenditures of \$209,408.00 had the following impact on Kern County Superintendent of Schools's ability to increase or improve services for high needs students:

Some actions required less funding to implement than were budgeted resulting in underexpenditure of supplemental and concentration grant funds. These funds are required to be carried forward and spent on unduplicated students in the following year. The 2024-25 LCAP includes the expenditure of the carryover funds as required by law.



**KCSOS**  
*Advocates For Children*

# 2024-2025 Proposed Budget

KERN COUNTY SUPERINTENDENT OF SCHOOLS

# General Fund - Revenues

	2023-24 Estimated Actuals	2024-25 Proposed Budget
LCFF Sources	\$70,310,666	\$69,215,134
Federal Revenue	\$45,016,071	\$30,396,964
Other State Revenue	\$104,687,866	\$71,409,683
Other Local Revenue	\$141,357,715	\$138,550,380
Total Revenues	\$361,372,318	\$309,572,161

# General Fund - Expenditures

	2023-24 Estimated Actuals	2024-25 Proposed Budget
Alternative Education	\$18,153,263	\$16,889,764
Special Education & SELPA	\$183,367,287	\$186,223,405
Administrative Agencies	\$52,146,042	\$50,421,211
County Operated	\$96,840,784	\$80,612,014
<b>Total Expenditures</b>	<b>\$350,507,376</b>	<b>\$334,146,394</b>

# Other Funds - Revenues

	2023-24 Estimated Actuals	2024-25 Proposed Budget
Charter School Fund	\$13,823,847	\$13,742,588
Child Development Fund	\$145,699,765	\$124,395,532
Cafeteria Fund	\$2,706,807	\$3,104,543

# Other Funds - Expenditures

	2023-24 Estimated Actuals	2024-25 Proposed Budget
Charter School Fund	\$13,742,003	\$13,389,289
Child Development Fund	\$145,774,765	\$124,563,186
Cafeteria Fund	\$3,034,808	\$3,170,244

# Summary

- Reflects the expenditure of one-time COVID funds
- Result of an organization wide & collaborative effort
- Aligned to LCAP, grants, and operational plans
- Compliant with all state standards
- Ensures the organization is fiscally stable
- Positions the organization well to adapt to the State budget



Thank you !



**Kern County Superintendent of Schools**  
*Office of John G. Mendiburu, Ed.D.— Advocates For Children*

**MEMORANDUM**

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May 14, 2024

TO: Kern County Board of Education

FROM: Jonathan Medina, Assistant Superintendent Fiscal Support

SUBJECT: Apportionment of Forest Reserve Funds

Forest Reserve Funds are periodically received by our office for distribution to Kern County school districts that contain federal forest lands within their boundaries. As required by Education Code 2300, the Kern County Board of Education must approve the apportionment schedule in order for funds to be transferred to the qualifying districts. The distribution is primarily based on the number of students with residences within the federal forest land for each school district.

Kern County Superintendent of Schools  
 Apportionment of Forest Reserve Funds Pursuant to Education Code 2300  
 Fiscal Year: 2023-24  
 Amount: \$86,287.51

District	# Students in Area	# Students as % of Total	Share of 60% Distribution	Share of 25% Distribution	CSSF Share	Total Apportionment
BCSD	0	0.00%	\$ -	\$ 1,961.08	\$ -	\$ 1,961.08
Caliente	0	0.00%	\$ -	\$ 1,961.08	\$ -	\$ 1,961.08
Kernville	19	2.46%	\$ 1,275.85	\$ 1,961.08	\$ -	\$ 3,236.93
Linns Valley	0	0.00%	\$ -	\$ 1,961.08	\$ -	\$ 1,961.08
South Fork	8	1.04%	\$ 537.20	\$ 1,961.08	\$ -	\$ 2,498.28
Kern High	78	10.12%	\$ 5,237.68	\$ 1,961.08	\$ -	\$ 7,198.76
El Tejon	663	85.99%	\$ 44,520.33	\$ 1,961.08	\$ -	\$ 46,481.41
Mojave	0	0.00%	\$ -	\$ 1,961.08	\$ -	\$ 1,961.08
Maricopa	3	0.39%	\$ 201.45	\$ 1,961.08	\$ -	\$ 2,162.53
Sierra Sands	0	0.00%	\$ -	\$ 1,961.08	\$ -	\$ 1,961.08
KCSOS	0	0.00%	\$ -	\$ 1,961.08	\$ 12,943.12	\$ 14,904.20
<b>Total</b>	<b>771</b>	<b>100.00%</b>	<b>\$ 51,772.51</b>	<b>\$ 21,571.88</b>	<b>\$ 12,943.12</b>	<b>\$ 86,287.51</b>

Total Funds to be Apportioned \$ 86,287.51  
 25% - Divided into equal shares \$ 21,571.88  
 15% - CSSF Share \$ 12,943.12  
 60% - Distributed by # Students in Area \$ 51,772.51



**Kern County Superintendent of Schools**  
*Office of John G. Mendiburu, Ed.D. — Advocates For Children*

**MEMORANDUM**

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May 14, 2024

TO: Kern County Board of Education

FROM: Jonathan Medina, Assistant Superintendent Fiscal Support

SUBJECT: Arts, Music, and Instructional Materials Block Grant Plan

Kern County Superintendent of Schools received an allocation of \$583,866. The grant requires an expenditure plan to be ratified by the Kern County Board of Education in order to spend the funds. As we anticipate an increasingly difficult budget year in 2024-25, the proposed expenditure plan provides relief for the Alternative Education instructional supplies budgets.

**Arts, Music, and Instructional Materials Block Grant  
Expenditure Plan**

<b>Total Allocation</b>	<b>Amount</b>
	<b>\$ 583,866.00</b>

<b>Planned Expenditures for 2024-25</b>	<b>Amount</b>
<b>Instructional Materials</b>	<b>\$ 583,866.00</b>

**KERN COUNTY BOARD OF EDUCATION****BOARD POLICY****SUPPLEMENTARY INSTRUCTIONAL MATERIALS**

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with goals, curriculum objectives, and academic standards of the county office of education, and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course.
2. To meet the various learning ability levels of students in a given age group or grade level.
3. To meet the diverse educational needs of students with a language deficiency in a given age group or grade level.
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism.
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond.

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the county board and/or available funding sources designated for these purposes.

The use of any supplemental instructional material shall not be rejected or prohibited by the county board on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

**Appropriateness of Materials**

Whenever an employee proposes to use a supplementary resource which is not included in the approved learning resources, the employee shall preview the material to determine whether, in the employee's professional judgment, it is appropriate for the grade level taught and is consistent with approved criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with goals, curriculum objectives, and academic standards of the county office of education. Materials shall be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

The Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

**Complaints**

Complaints concerning supplemental instructional materials shall be handled in accordance with AR 1312 - Uniform Complaint Procedures. A parent/guardian may bring a complaint using these procedures.