



Kings County Board of Education

Area 1

Mickey Thayer

Area 2

Mary Gonzales-Gomez

Area 3

Tawny Robinson

Area 4

Adam T. Medeiros

Area 5

Alicia Ramirez

Kings County Board of Education

Regular Meeting

Wednesday, November 09, 2022

4:00 p.m.

Kings County Office of Education, 1144 W. Lacey Blvd., Hanford, CA 93230

1. Call to Order ~ *President Robinson*
2. Pledge of Allegiance ~ *President Robinson*
3. **CLOSED SESSION** ~ Expulsion Appeal Hearing, Case No. 01-2022 ~ *President Robinson (Pg.1)*
4. Report Action Taken in Closed Session ~ *President Robinson*
5. **COMMENTS FROM THE PUBLIC**

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comment to no more than 3 minutes and the total time for public input on an agenda item shall not exceed 20 minutes.

ACTION:

1. Approve Minutes of October 12, 2022, Regular Meeting ~ *President Robinson (Pgs. 2-5)*
2. Set Date/Time for Annual Organizational Meeting of Kings County Board of Education ~ *President Robinson (Pgs. 6-7)*
3. Set Date/Time for Annual Organizational Meeting of County Committee on School District Organization ~ *President Robinson (Pgs. 6-7)*
4. Approve Board Bylaw 9250 *Renumeration, Reimbursement, and Other Benefits with Exhibit (2nd read)* ~ *President Robinson (Pgs.8-11)*
5. Approve Board Member Absence ~ *Mary Gonzales-Gomez*
6. Approve the Arts, Music & Instructional Materials Discretionary Block Grant Expenditure Plan ~ *Jamie Dial (Pgs.12-18)*
7. Approve the Hanford First 5 Family Resource Center Lease Agreement~ *Jamie Dial (Pgs.19-30)*



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INFORMATION:

1. Approve CDE LCAP Updates ~ Joy Santos (Pgs. 31-35)
2. Review the Williams Compliance Monitoring Report 2022-2023 ~ Joy Santos (Pgs. 36-65)
3. Review the Quarterly Williams Complaint Report Summary ~ Joy Santos (Pgs. 66-67)
4. Review the Quarterly Williams Complaint Report Summary for all districts in Kings County ~ Joy Santos (Pgs. 68-70)
5. Review Board Policy 0410 *Nondiscrimination in District Programs and Activities* (1st reading) ~ Joy Santos (Pgs. 72-77)
6. Review Board Policy 5145.3 *Nondiscrimination/Harassment* (1st reading) ~ Joy Santos (Pgs. 78-82)
7. Review Board/Superintendent Policy 5145.7 *Sexual Harassment with Exhibit* (1st reading) ~ Joy Santos (Pgs. 83-101)
8. Review Board Policy 5146 *Married/Pregnant/Parenting Students* (1st reading) ~ Joy Santos (Pgs. 102-108)
9. Review Board Policy 6145 *Extracurricular and Cocurricular Activities* (1st reading) ~ Joy Santos (Pgs. 109-116)
10. Review Board/Superintendent Policy 5141.21 *Administering Medication with Administrative Regulation and Exhibit* (1st reading) ~ Todd Barlow (Pgs. 117-126)
11. Superintendent's Report ~ Todd Barlow

COMMENTS FROM THE BOARD

Coming Events

Thanksgiving Holiday ~ November 24-25, 2022

CLOSED SESSION

Expulsion Appeal Hearing, Case No. 01-2022

**Kings County Board of Education
Regular Meeting
October 12, 2022
Kings County Office of Education, 1144 W. Lacey Blvd., Hanford, CA 93230
4:00 PM**

CALL TO ORDER: President Robinson convened the regular meeting of the Kings County Board of Education at 4:00 p.m. Mr. Adam Medeiros led the audience in the Pledge of Allegiance.

MEMBERS PRESENT: Board members in attendance included: President Tawny Robinson, Mr. Adam T. Medeiros, Ms. Alicia Ramirez, and Mrs. Mickey Thayer. Mrs. Mary Gonzales-Gomez was absent. Mr. Barlow presided as ex-officio secretary.

OTHER PARTICIPANTS: Mrs. Joy Santos, Mrs. Jamie Dial, Mrs. Lisa Horne, Mrs. Rebecca Jensen, Ms. Dawn Martin, and Ms. Leana Cantrell presided as the recording secretary.

COMMENTS FROM THE PUBLIC: Abraham Valencia, the Office of Emergency Services Manager for Kings County shared that his department was in the process of updating the Multi-Jurisdiction Hazard Mitigation Plan that would help assess current emergency safety plans set by districts, along with the replacement value of district property and assets.

APPROVE MINUTES OF SEPTEMBER 14, 2022, REGULAR MEETING: On motion by Adam Medeiros, second by Alicia Ramirez the minutes of the September 14, 2022 Regular meeting of the Kings County Board of Education were approved as follows:

**AYES: 4
NOES: 0
ABSENT: 1**

APPROVE THE CONSOLIDATED APPLICATION: Mrs. Joy Santos presented the Consolidated Application.

On motion by Mickey Thayer, second by Alicia Ramirez the Consolidated Application was approved as follows:

**AYES: 4
NOES: 0
ABSENT: 1**

**APPROVE OPENING OF FUND
08 - STUDENT ACTIVITY
SPECIAL REVENUE FUND:**

Mrs. Jamie Dial presented the Opening of Fund 08 - Student Activity Special Revenue Fund. The proposed fund will support Associated Student Body activities at JC Montgomery School. .

On motion by Alicia Ramirez, second by Mickey Thayer, the Opening of Fund 08 - Student Activity Special Revenue Fund was approved as follows:

**AYES: 4
NOES: 0
ABSENT: 1**

**APPROVE RESOLUTION
#A101222, PROPOSITION
4 - GANN LIMIT:**

Mrs. Jamie Dial presented Resolution #A101222, Proposition 4 - GANN Limit.

On motion by Adam Medeiros, second by Alicia Ramirez, Resolution #A101222, Proposition 4 - GANN Limit was approved as follows:

**AYES: 4
NOES: 0
ABSENT: 1**

**APPROVE UNAUDITED
ACTUAL FINANCIAL
REPORTS FOR THE 2021-2022
FISCAL YEAR**

Mrs. Jamie Dial presented the Unaudited Actual Financial Reports for the 2021-2022 Fiscal year.

On motion by Mickey Thayer, second by Adam Medeiros, the Unaudited Actual Financial Reports for the 2021-2022 Fiscal year were approved as follows:

**AYES: 4
NOES: 0
ABSENT: 1**

**APPROVE BOARD MEMBER
TRAVEL AND CONFERENCES
EXPENDITURE**

Mr. Todd Barlow presented the Board Member Travel and Conferences Expenditure. There was discussion regarding potentially increasing the budget allotment for professional conferences, and if a board member wishes to attend a conference that pushes them past their allotted proportionment - it would require board approval prior to the registration process.

On motion by Mickey Thayer, second by Adam Medeiros, the Board Member Travel and Conferences Expenditure. was approved as follows:

**AYES: 3
NOES: 1
ABSENT: 1**

**REVIEW BOARD BYLAW 9250
REMUNERATION,
REIMBURSEMENT, AND
OTHER BENEFITS WITH
EXHIBIT (1ST READING):**

President Robinson presented Board Bylaw 9250 Remuneration, Reimbursement, and Other Benefits with Exhibit for a first read and review of the board.

The presented changes have been pulled directly from Education Code 35120.

Exhibit 9250 reflects a sample Resolution that shall be used to approve Board Member absences if adopted.

**SUPERINTENDENT'S
REPORT:**

Superintendent, Todd Barlow presented the following local and state updates:

- Photo updates of the successful turn out at the Car Seat Check-Up event, Kings Resource Fair, and McKinney-Vento Summit.
- Photo update of the progress being made regarding the installation of the adapted playground equipment at the Early Learning Center.
- Photo update of the impact the school spirit initiative is making at Shelly Baird.
- Shelly Baird Red Ribbon Week dress up days and activities.
- Warning regarding the trending issue of Brightly-Colored Fentanyl targeting children. Nursing staff employed by the Kings County Office of Education will be required to be trained to administer Naloxone in the case of an overdose.
- A copy of the California County Boards of Education Trustee Handbook will be coming soon.

**COMMENTS FROM THE
BOARD:**

Member Medeiros reported:

- Mr. Medeiros shared that he is involved with the John Birch Society that strives to enforce limitations on the government, not the people.

He recently attended a district board meeting for Kings River-Hardwick. He intends on attending board meetings for each district to inquire to what length the Constitution is being taught in their schools.

He is also working to ensure that every eighth grader in the county will receive a printed copy of the Bill of Rights.

Mr. Medeiros also reported that he and his son have also started a club called Campus Life at Hanford High School that takes place during the school lunch hour.

Member Ramirez reported:

- Ms. Ramirez shared that she attended the Kings County Resource Fair and the Shelly Baird Campus.

There were no other comments from the board.

There being no further business, the meeting adjourned at 5:05 PM.

Sincerely,



Todd Barlow
Ex Officio Secretary

KINGS COUNTY OFFICE OF EDUCATION 2022 - 2023 MEETING CALENDAR

JULY						
S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

AUGUST						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

SEPTEMBER						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

OCTOBER						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
31	31	1	2	3	4	5

NOVEMBER						
S	M	T	W	T	F	S
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20	21	22	23	24	25	26
27	28	29	30	1	2	3

DECEMBER						
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27	28	29	30	1	2	3
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18	19	20	21	22	23	24
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JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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-  Kings County Board of Education - 2nd Wednesday beginning at 4:00 pm. Note: Dates/time may change depending on determination at December Annual Organizational Meeting.
-  Educational/Governance Council - 1st Monday unless designated by #. Governance begins at 9:00 am followed by Ed. Council
-  Cabinet Meetings - 1st and 3rd Tuesday beginning at 8:00 am.
-  Leadership Team Meetings - 2nd Tuesday in the months of October, February, and May beginning at 9:30 am - 11:00 am.
-  Support Staff Meetings - 1st Thursday in the months of September, December, March, and June.



2023

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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Kings County Board of Education

Board Bylaw

BB 9250
Board Bylaws

Remuneration, Reimbursement and Other Benefits

Remuneration

Each member of the Governing Board may receive the maximum monthly compensation as provided for in law for attendance at scheduled board meetings. In no case will total monthly compensation exceed the amount allowed in Education Code 1090. To receive **monthly** compensation, a member shall attend a regularly scheduled Board meeting or fulfill a Board pre-approved assignment to attend a county office related function. **A board member may be paid for any meeting when absent if the board, by resolution, duly adopted and included in its minutes finds that at the time of the meeting: (1) He or she is performing services outside the meeting for the county office, (2) He or she was ill or on jury duty, (3) the absence was due to a hardship deemed acceptable by the board (Education Code 35120 C), (4) or the board member attended an approved alternate attendance activity, sponsored or endorsed by the Kings County Office of Education, during the same month of the absence. Compensation shall be reduced by an amount equal to any salary or compensation paid to the members of the county board of education from any funds of the county office (Education Code 35120 D)**

Reimbursement of Expenses

Board members shall be reimbursed for travel expenses incurred for the actual number of miles driven and for per diem expenses while on necessary official business of the County Board of Education (Education Code 1096). Official business is defined as attending a meeting or event as a member of the Kings County Board of Education where the trustee's presence is necessary to conduct the business of the meeting or event. Reimbursement shall be approved at the subsequent board meeting.

Meetings or events in which a trustee's presence is not necessary to conduct business shall not be reimbursable. Meetings or events in which a trustee's candidacy for public office is promoted shall not be reimbursable.

Reimbursement for travel expenses incurred by attending regular and special meetings of the Kings County Board of Education shall be automatically approved by the Board.

Trustees shall share information regarding potentially reimbursable activities with the public at the next regular meeting of the County Board of Education. No request for reimbursement will be honored if made after adjournment of the next regular meeting of the County Board of Education.

Payment to the County Board member shall be made periodically using the same process as that specified for county office personnel and at the same rate of reimbursement.

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for⁸

county office employees.

Health and welfare benefits for Board members shall be no greater than that received by county office's non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

Other Benefits

Board members will receive the same amount of life insurance coverage as the county office's unrepresented employees.

Legal References:

EDUCATION CODE

1090 Compensation for members and mileage allowance

1096 Reimbursement for board member conference travel

35120 Governing Boards Officers and Agents

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

Adopted by Board:	<u>October 2, 1985</u>
Reviewed by Board:	<u>August 2, 1989</u>
Reviewed by Board:	<u>October 5, 1994</u>
Revised by Board:	<u>July 2, 1997</u>
Revised by Board:	<u>January 5, 2000</u>
Revised by Board:	<u>April 13, 2005</u>
Revised by Board:	<u>June 4, 2008</u>
Revised by Board:	<u>September 6, 2018</u>
Revised by Board:	<u>December 15, 2021</u>
Reviewed by Board:	<u>October 12, 2022</u>

Kings County Board of Education Exhibit

Ex 9250

Board Bylaw

KINGS COUNTY OFFICE OF EDUCATION RESOLUTION NO. _____

Board of Trustees
Kings County Board of Education

RESOLUTION REGARDING ABSENT BOARD MEMBER COMPENSATION (Education Code § 35120(c))

WHEREAS, Education Code Section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) the absence was due to a hardship deemed acceptable by the board. Or;

WHEREAS, Board Bylaw 9250 provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: the board member attended an approved alternate attendance activity, sponsored or endorsed by the Kings County Office of Education, during the same month of the absence.

NOW, THEREFORE BE IT RESOLVED that the Trustees of the Kings County Board of Education determines as follows:

1. Board Member (Board Member Name) was absent from the Kings County Board of Education's (regular, special, emergency) board meeting held date of meeting due to:

- ☐ Performing services outside the meeting for the county office
- ☐ Illness
- ☐ Jury Duty
- ☐ Hardship deemed acceptable by the Board
- ☐ Attended an approved alternate attendance activity, sponsored or endorsed by the Kings County Office of Education.

Approved alternate attendance activity: _____

Date of approved alternate attendance activity: _____

2. Said Board Members shall be paid for the meeting.

PASSED AND ADOPTED THIS (date of adoption) at a (regular, special, emergency) board meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President

Vice President

Absence Form

This space is where you can share information on the section, such us: topic, discussion points, goals and activities.

DATE OF NOTIFICATION

 / /

BOARD MEMBER INFORMATION

Board Member Name

Date of Absence

 / /

Meeting Type

(circle one)

REGULAR

SPECIAL

EMERGENCY

Will Call In

(circle one)

YES

NO

Phone Number

 - -

Reminder: A member is still considered absent even in the event that they are able to call into the meeting. A member who calls in may listen and offer input and guidance through discussion, however may not be included on an official vote.

Education Code Section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) the absence was due to a hardship deemed acceptable by the board.

Board Bylaw 9250 provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: the board member attended an approved alternate attendance activity, sponsored or endorsed by the Kings County Office of Education, during the same month of the absence.

REASON FOR ABSENCE

☐

 Performing services on behalf of the county office.

☐

 Illness

☐

 Jury Duty

☐

 Hardship deemed acceptable by the Board

☐

 Board member attended an approved alternate attendance activity, sponsored or endorsed by the Kings County Office of Education, during the same month of absence
(Please share date and summary of alternate attendance activity in the space provided below)

ALTERNATE ATTENDANCE ACTIVITY

Activity must be an event sponsored or endorsed by the Kings County Office of Education

Officer Signature

BOARD ACTION ITEM

DATE	November 9, 2022
TOPIC	Approve Arts, Music and Instructional Materials Discretionary Block Grant Expenditure Plan
ISSUE	The Governing Board of the County Office of Education shall discuss and approve a plan for the expenditure of funds received at a regularly scheduled public meeting for the Arts, Music and Instructional Materials Discretionary Block Grant.
BACKGROUND	Section 134 of Assembly Bill (AB) 181 for districts, county offices, charter schools and state special schools provides an appropriation of \$3.56 billion. Each LEA will receive a funding of \$666.08 per 2021-22 P-2 ADA, which will be \$173,706 for Kings County Office of Education to be spent by June 30, 2026. In order to meet the requirements of the allowable uses for these funds, LEA's must approve an expenditure plan of the proposed use of funds and expend funds consistent with their approved plan.
RESOURCE	Jamie Dial, ext. 7091 Arts, Music and Instructional Materials Discretionary Grant Expenditure Plan attached for review
RECOMMENDATION	The administration recommends the approval of Arts, Music and Instructional Materials Discretionary Grant Expenditure Plan.



Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan Template

LEA Name:	King County Office of Education
Contact Name:	Jamie Dial
Email Address:	jamie.dial@kingscoe.org
Phone Number:	559-589-7091

Total Amount of funds received by the LEA:	\$ 173,706.00
Date of adoption at a public meeting:	November 9, 2022

[AB 181 Sec. 134](#)

[AB 185 Sec. 56](#)

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.**
- (B) World languages.**
- (C) Mathematics.**
- (D) Science, including environmental literacy.**
- (E) English language arts, including early literacy.**
- (F) Ethnic studies.**
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.**
- (H) Media literacy.**
- (I) Computer science.**
- (j) History-social science.**

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Support of Teacher training in the area of (A) Visual and performing arts - 504	\$ 5,763.67	\$ -	\$ -	\$ -	\$ 5,763.67
Professional Development in the area of (A) Visual and performing arts - 504	\$ 5,763.67	\$ -	\$ -	\$ -	\$ 5,763.67
Edgenuity 6-12 Online Curriculum licence for 50 students at Shelly Baird School (C, D, E, J) - Three year contract - 347	\$ -	\$ 13,045.00	\$ 13,045.00	\$ 13,045.00	\$ 39,135.00
Edgenuity TK-6 Grade Imagine Language and Literacy and Imagine Math lincense for 15 students at Shelly Baird School (C, E) - Three year contract - 347		\$ 6,151.28	\$ 6,151.28	\$ 6,151.28	\$ 18,453.84
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 11,527.34	\$ 19,196.28	\$ 19,196.28	\$ 19,196.28	\$ 69,116.18

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	2022-23	2023-24	2024-25	2025-26	per Activity
Instructional materials in the form of technology/media to support in the area of (A) Visual and performing arts. - 504	\$ 3,763.67	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 5,763.67
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 3,763.67	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 5,763.67

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	2022-23	2023-24	2024-25	2025-26	per Activity
Read Naturally Encore II, One Minute Reader, and Word Warm-ups Reading Intervention program - 347	\$ 5,000.00				\$ 5,000.00
TouchMath Standards Edition Math Curriculum Intervention - 347	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00
STAR Autism Support curriculum Level I, II, III Kit for 6 preschool classrooms - 347	\$ 7,128.00	\$ -	\$ -	\$ -	\$ 7,128.00
The Creative Curriculum Preschool curriculum for 6 preschool classrooms - 347	\$ 16,900.00	\$ -	\$ -	\$ -	\$ 16,900.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 84,028.00	\$ -	\$ -	\$ -	\$ 84,028.00

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -

[Per section (c)] ... to support arts and music education programs.

Planned Activity	2022-23	2023-24	2024-25	2025-26	per Activity
Meet the Masters Cultural Art Curriculum (A) Visual and performing arts - 347	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
Rhythm Instrument Sets for 45 Classrooms - 347	\$ 7,298.15	\$ -	\$ -	\$ -	\$ 7,298.15
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ 14,798.15	\$ -	\$ -	\$ -	\$ 14,798.15

Summary of Expenditures

Section Totals	2022-23	2023-24	2024-25	2025-26	per Activity
Subtotal Section 1: (PD/Instructional Materials)	\$ 11,527.34	\$ 19,196.28	\$ 19,196.28	\$ 19,196.28	\$ 69,116.18
Subtotal Section 2: (Improving School Climate)	\$ 3,763.67	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 5,763.67
Subtotal Section 3: (Diverse Book Collections)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section 4: (Operational Costs)	\$ 84,028.00	\$ -	\$ -	\$ -	\$ 84,028.00
Subtotal Section 5: (COVID - 19)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section 6: (Arts and Music Education Programs)	\$ 14,798.15	\$ -	\$ -	\$ -	\$ 14,798.15
Totals By Year:	\$ 114,117.16	\$ 20,196.28	\$ 20,196.28	\$ 19,196.28	

Total Planned Expenditures by the LEA:
\$ 173,706.00

Budgeting Planner:
Allocation:
\$ 173,706.00

Variance:
\$ 0.00
Expenditures and Allocation Match

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

**Adapted from Riverside Office of Education*

BOARD ACTION ITEM

DATE	November 9, 2022
TOPIC	LEASE AGREEMENT FOR FIRST 5 FAMILY RESOURCE CENTER FOR NEW HANFORD FACILITY, Located at 400 N. Douty Street, Hanford
ISSUE	Board approval for a lease agreement for the rental of space for KCOE program in Hanford.
BACKGROUND	KCOE has negotiated a new Hanford location for the First 5 Family Resource Center facility with the City of Hanford. The contract is attached for a three-year agreement for 2022-23 through 2024-25. The three-year agreement includes a termination clause if grant funds are reduced by 10%. The space is used by the First 5 program as outreach to families with preschoolers.
RESOURCE	Jamie Dial, ext. 7091 Lease Agreement
RECOMMENDATION	The administration recommends the approval of the lease agreement for the First 5 Family Resource Center, Hanford Facility at 400 N. Douty Street, Hanford.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made between the City of Hanford ("Owner") and the Kings County Office of Education Kings ("KCOE") by and through the First 5 Kings County Children and Families County ("County"), upon the following terms and conditions:

1. PREMISES; BASIC LEASE PROVISIONS

Owner leases to the KCOE and the KCOE leases from Owner, upon the terms and conditions set forth in this Lease, those certain premises (the "Leased Premises") described in the Basic Lease Provisions. The terms and conditions of this Lease shall include, without limitation, the following Basic Lease Provisions ("Basic Lease Provisions"):

1.1 LEASED PREMISES. The Leased Premises are located at 400 N. Douty Street in Hanford, California, which consists of approximately 4,330 square feet of building area, and have been commonly referred to as the Hanford Teen Center.

1.2 COMMENCEMENT AND LENGTH OF TERM. The term of this Lease shall commence on November 15, 2022 and shall terminate on June 30, 2025.

1.3 MONTHLY RENT. The monthly rent shall be \$4,330 per month for December 1, 2022 to June 30, 2025. Monthly rent shall be due quarterly in advance on the 1st day of the months of January, April, July and October; provided however, the rent payable for the period November 15, 2022 through December 31, 2022 shall be due upon execution of this Lease. The rent for any partial month will be prorated. KCOE shall be deemed in default if rent is not paid in full within fifteen (15) calendar days of a due date.

1.4 TERMINATION OF AGREEMENT. Upon 60-day notice, KCOE may terminate this Lease if the grant funding for the First 5 Kings County Program is reduced by 10% or more over three consecutive months without gaining other significant sources of funding. In the event this takes place, Owner may, but shall not be required to offer the Premises on a month-to-month basis to KCOE beyond the 60-day period to ease KCOE's transition, and the terms of any month-to-month tenancy offered by Owner, including, without limitation, the rental rate, shall be subject to negotiation by the parties.

1.5 USE OF LEASED PREMISES. KCOE shall use the Leased Premises solely for the purpose of general office use or other uses reasonably approved by Owner.

1.6 BUILDING OPERATING COST. The Owner shall, at its sole cost and expense, keep and maintain every part thereof and every appurtenance thereto in good condition and repair throughout the term of this Lease including roofing and HVAC; provided however, KCOE shall be responsible for promptly repairing any damage to the Leased Premises caused by KCOE or any officer, employee, agent, contractor, representative, licensee, guest, invitee or visitor thereof.

1.7 NOTICES. Notices shall be sent to:

Owner: City of Hanford, Attn: Parks & Recreation Department
321 N. Douty Street, Hanford, CA 93230

KCOE: Kings County Office of Education
Attn: Jamie Dial, 1144 Lacey Blvd. Hanford, CA 93230
Telephone: (559) 589-7091

2. EXCUSE OF PERFORMANCE; FORCE MAJUERE

The Owner or KCOE shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of the Lease if the same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any materials, service or financing, rain or muddy conditions, through Act of God or other cause beyond the control of Owner or KCOE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not excuse KCOE from the prompt payment of rent as required by the terms of this Lease.

3. COMPLIANCE WITH LAWS

Neither parties shall use the Leased Premises or permit anything to be done in or about the Leased Premises which shall in any way conflict with any laws, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

4. PREMISES CONDITIONS, IMPROVEMENTS, AND ALTERATIONS

KCOE has inspected the Leased Premises and finds the Leased Premises to be in good and acceptable condition. Owner will not be required to repair or improve the Leased Premises at the commencement of this Lease.

The KCOE shall not make or cause to be made any alterations, additions or improvements or make any changes to the premises, including exterior signs, without first obtaining Owner's written approval and consent. All such modifications to the Leased Premises shall be removed/repaired prior to the termination of the Lease unless otherwise agreed to by both parties. KCOE agrees to take responsibility to return the Leased Premises back to original condition upon termination of the Lease.

5. ASSIGNMENT AND SUBLETTING

KCOE shall not assign or otherwise transfer this Lease, without the prior written consent of Owner, which consent shall not be unreasonably withheld or unduly delayed. KCOE shall be authorized to sublet a portion of the Leased Premises with the prior written consent of Owner, however, KCOE's obligations under this Lease does not transfer to the sub lessee nor

is Owner obligated to accept rent from a sublessee. Should Owner consent to any such assignment or transfer, none of the restrictions of this Section shall be waived, but shall apply to each successive assignment or transfer hereunder, if any, and shall be severally binding upon each and every, assignee, transferee, and other successors in interest of KCOE.

Owner's consent to any one transfer shall apply only to the specific transaction thereby authorized and such consent shall not be construed as a waiver of the duty of KCOE or any transferee to obtain Owner's consent to any other or subsequent transfer or as modifying or limiting Owner's rights hereunder in any way. Upon any assignment hereof, the assignee shall assume in writing all obligations and covenants of KCOE thereafter to be performed or observed hereunder. Owner's acceptance of rent directly from any assignee or any other transferee shall not be construed as Owner's consent thereto nor Owner's agreement to accept the attornment of any assignee in the event of any termination of this Lease. In no event shall Owner's enforcement of any provision of this Lease against any transferee be deemed a waiver of Owner's right to enforce any term of this Lease against KCOE or any other person.

6. INDEMNITY

Except to the extent arising from the sole negligence or willful misconduct of Owner or Owner's invitees, KCOE shall indemnify, protect, and defend Owner and hold Owner harmless from or against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from KCOE's use or enjoyment of the Leased Premises, from the conduct of KCOE's business, from any act or omission, work or thing done, permitted or suffered by KCOE (or any officer, employee, agent, contractor, representative, licensee, guest, invitee or visitor thereof) in or about the Leased Premises, or from any default under this Lease by KCOE. If any action or proceeding is brought against Owner by reason of any matter, except as stated herein, KCOE shall, upon Owner's request, defend it at KCOE's expense by counsel satisfactory to Owner. KCOE, as a material part of the consideration to Owner, shall indemnify, defend, and holds Owner harmless and hereby assumes all risk of damage to property of KCOE or injury to persons in or about the Leased Premises from any cause, except to the extent arising from the sole negligence or willful misconduct of Owner, and KCOE hereby waives all claims in respect thereof against Owner. The provisions of this Section 6 shall survive the expiration or termination of this Lease with respect to any claims or liability arising from events occurring prior to such expiration or termination.

Except to the extent arising from the sole negligence or willful misconduct of KCOE, or its officers, employees, agents, contractors, representatives, licensees, guests, invitees or visitors, Owner shall indemnify, protect, and defend KCOE and the County and hold KCOE and County harmless from or against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from any act or omission, work or thing done, permitted or suffered by Owner (or any officer, employee, agent, contractor, representative, licensee, guest, invitee or visitor thereof) in or about the Leased Premises, or from any default under this Lease by Owner. If any action or proceeding is brought against KCOE or County by reason of any matter for which Owner is responsible hereunder, Owner shall, upon KCOE or County's request, defend same at Owner's expense by counsel satisfactory to KCOE and the County. Owner, as a material part of the consideration to KCOE, hereby assumes all risk of damage to property of Owner, except to the extent arising from the sole negligence or willful misconduct of KCOE or a KCOE officer, employee, agent, contractor, representative,

licensee, guest, invitee or visitor, and Owner hereby waives all claims in respect thereof against the KCOE, the County and any Agents of the KCOE or the County. The provisions of this Section 6 shall survive the expiration or termination of this Lease with respect to any claims or liability arising from events occurring prior to such expiration or termination.

For purposes of this Section 6, the term "Owner" shall include Owner's officials, officers employees, agents, and volunteers.

7. INSURANCE BY KCOE

A. KCOE will, during the term of this Lease, maintain insurance coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an " occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence and FOUR MILLION (\$4,000,000) aggregate. Alternatively, Lessee may maintain a CGL policy with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence and an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and which has a scope of coverage as broad as Lessee's CGL policy.
- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer ' s Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

If KCOE maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by KCOE.

B. KCOE's deductible amounts must be approved by Owner. Owner may require KCOE to purchase coverage with a lower deductible.

C. KCOE's insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Owner and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to KCOE's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to Owner and its officers, officials, employees or volunteers.

(2) For any claims related to this Lease, KCOE's insurance coverage shall be the primary insurance as respects Owner and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Owner and/or its officers, officials, employees, or volunteers shall be in excess of KCOE's insurance and shall be non-contributory.

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to Owner.

D. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

E. KCOE shall furnish Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Owner before KCOE takes possession of the Premises. However, failure to obtain the required documents prior to KCOE taking possession of the Premises shall not waive KCOE's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. KCOE hereby grants to Owner and its officers, officials, employees, and volunteers a waiver of any right to subrogation, which any insurer of KCOE may acquire against Owner and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. KCOE agrees to obtain endorsements necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Owner has received a waiver of subrogation endorsement from the insurer.

G. KCOE shall obtain, at KCOE's sole cost, insurance coverage on KCOE's property and improvements at their full replacement value. Owner will not be responsible for obtaining insurance on KCOE's property and improvements.

H. KCOE will name Owner as additional insured on premises liability insurance policy and send certificate of insurance and endorsements to Owner.

8. INSURANCE BY OWNER

Owner shall, at its cost and expense, maintain fire and extended coverage insurance, rental insurance or any other insurance coverage deemed necessary by Owner (collectively "Owner Carried Insurance" herein) throughout the period when KCOE's Lease term commences and ending when the term of this Lease expires or sooner terminates, which insurance coverage shall be in amounts from time to time deemed reasonably necessary by Owner.

8.1 The Owner will name the KCOE as additional insured on premises liability insurance policy and send certificates of insurance to KCOE.

9. SIGNS, AWNINGS AND CANOPIES

KCOE will not place or suffer to be placed or maintained on any exterior door, wall or windows (or within 48" of any windows) of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Owner's written approval and consent. All signage must comply with the requirements of the Hanford Municipal Code. KCOE further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. KCOE will remove all signs from the Leased Premises at the termination or expiration of this Lease and shall promptly repair any damage to the Lease Premises that may be caused during the signage removal process.

10. SURRENDER OF PREMISES

On the last day of the term of this Lease, KCOE shall surrender the Leased Premises to owner in good condition, broom clean, ordinary wear and tear.

11. UTILITY CHARGES & CUSTODIAL SERVICES

All utilities including but not limited to heat, water, gas, electricity, water, sewer, trash or any other utility used, consumed or provided in, or furnished, or attributable to the Leased Premises are included in the monthly rental rate established in section 1.3; provided however, KCOE shall be solely responsible for all phone, internet, cable television, and other technology-related services that KCOE utilizes at the Leased Premises. In no event shall Owner be liable for an interruption or failure in the supply of any such utilities to the Leased Premises. KCOE will be responsible for the monthly alarm monitoring system as billed by Matson Alarm Company. KCOE will also be allowed to have access to the Leased Premises to set-up the technology requirements for the program to run effectively.

KCOE will provide custodial supplies and maintain custodial services for the rental space described in section 1.1 of this Lease.

12. WASTE OR NUISANCE

KCOE shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance.

13. SALE OF PREMISES

In the event Owner shall sell, convey, transfer or exchange the Leased Premises or the building of which the Leased Premises are a part, KCOE agrees to recognize and attorn to the purchaser, or transferee, as the owner hereunder and Owner shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations hereunder arising out of any act, occurrence or event arising after such sale, conveyance, transfer or exchange.

14. DEFAULT

Except as otherwise provided herein, a party hereto shall not be deemed to be in default hereunder unless obligations required of a party hereunder are not performed within 30 days

after written notice thereof by the non-breaching party to the breaching party, which notice specifies that there has been a failure to perform such obligations; provided, however, that if the nature of such obligations is such that more than 30 days are reasonably required for their cure, the breaching party shall not be deemed to be in default hereunder if that party commences such cure within such 30 day period and thereafter diligently prosecutes such cure to completion. If a breaching party fails to cure its breach in accordance with this section 14, the non-breaching party may terminate this Lease by providing written notice to the breaching party.

15. TOTAL OR PARTIAL DESTRUCTION

If the Leased Premises shall be damaged by fire, the elements or other casualty insured against under the provisions of Section 8 but are not thereby rendered untenable in whole or in part, Owner shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Owner shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, Owner shall, at its own expense, cause such damage to be repaired, and the fixed minimum rent meanwhile shall be abated in whole, except that Owner shall have the right, to be exercised by notice in writing delivered to KCOE within 60 days from and after said occurrence, to elect not to reconstruct the destroyed Leased Premises. If Owner elects not to reconstruct, KCOE's tenancy shall cease as of the date of the said occurrence, and the rent shall be adjusted as to the date of the occurrence.

In the event that 50 percent or more of the rentable area of the Leased Premises shall be damaged or destroyed by fire or other cause notwithstanding that the Leased Premises may be unaffected by such fire, or other cause, Owner shall have the right, to be exercised by notice in writing delivered to the KCOE within 60 days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to KCOE, the term of this Lease shall expire by lapse of time upon the third day after such notice is given and KCOE shall vacate the Leased Premises and surrender the same to Owner.

Notwithstanding any of the provisions contained in this Section 15, should KCOE or a KCOE officer, employee, agent, contractor, representative, licensee, guest, invitee or visitor cause damage to the Leased Premises KCOE shall be responsible for promptly restoring the Leased Premises to its pre-damage condition at KCOE's sole cost.

16. LEGAL EXPENSES

In the event that at any time during the term of this Lease either Owner or KCOE shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in the event, the non-prevailing party in such action or proceeding agrees to reimburse the prevailing party for the actual expenses, attorneys' fees, and disbursements incurred therein by the prevailing party.

The prevailing party in such suit shall be entitled to its costs of suit and actual attorneys' fees whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other or who defends against an action brought by the other and whose position is

substantially upheld.

17. HOLDING OVER

Any holding over after the expiration of the term hereof with the consent of Owner, shall be construed to be a tenancy from month to month for a mutually agreed upon timeframe at the rent established prior to expiration of this Lease term (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

18. SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of KCOE unless Owner has approved the assignment to such assignee in writing.

19. QUIET ENJOYMENT

Upon payment by the KCOE of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on KCOE's part to be observed and performed, KCOE shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Owner or any other person or person lawfully or equitably claiming by, through or under Owner, subject, nevertheless, to the terms and conditions of this Lease.

20. WAIVER

The waiver by either party of any breach of any term, covenant or condition of this Lease shall not be deemed to waive such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition. Neither the acceptance of rent by Owner nor the payment of rent by KCOE shall be deemed to waive any preceding breach by the other party of any term, covenant or condition of this Lease (except the acceptance or tender of payment of the particular rent), regardless of Owner's or KCOE's knowledge of the preceding breach at the time the rent was paid or accepted. No covenant, term or condition of this Lease shall be deemed waived except if by writing, signed by an authorized agent of the waiving party.

21. ACCORD AND SATISFACTION

No payment by KCOE or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent by KCOE shall be deemed to waive any preceding breach by the other party of any term, covenant or condition of this Lease (except the acceptance or tender of payment of the particular rent), regardless of Owner's or KCOE's knowledge of the preceding breach at the time the rent was paid or accepted. No covenant, term or condition of this Lease shall be deemed waived except if by writing, signed by an authorized agent of the waiving party.

22. ENTIRE AGREEMENT

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and KCOE concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral, or written, between them or other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Owner or KCOE unless reduced to writing and signed by them.

23. NO PARTNERSHIP

Owner does not, in any way or for any purpose, become a partner of KCOE or the County in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with KCOE or the County.

24. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. NO OPTION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Owner to KCOE.

26. RECORDING

KCOE shall not record this Lease without the written consent of Owner.

27. HAZARDOUS MATERIALS; RESPECTIVE INDEMNIFICATION

Neither Owner nor KCOE shall, except in their ordinary course of business, cause any hazardous wastes, toxic substances, or related material (collectively "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises, the buildings or common areas (collectively "Hazardous Materials Activities") without first receiving the other party's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at that party's sole cost and expense) with all applicable regulations and using all necessary and appropriate precautions. Neither party shall be liable to the other for any Hazardous Materials Activities by that party, its employees, agents, contractors, licensees or invitees. KCOE shall indemnify, defend with counsel reasonably acceptable to Owner, and hold Owner harmless from any claims, damages, costs and liabilities arising out of KCOE's Hazardous Materials Activities on, under or about the Leased Premises. Owner shall indemnify, defend with counsel reasonably acceptable to

KCOE, and hold KCOE harmless from any claims, damages, costs and liabilities arising out of Owner's Hazardous Materials Activities on, under or about the Leased Premises. Hazardous Materials shall include but not be limited to substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq.; Hazardous Materials Transportation Act, 49 C.S.C. Sec. 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code in the regulations adopted and publications promulgated pursuant to said laws.

Notwithstanding the provisions of this Section 27, KCOE acknowledges that the building within which the Lease Premises are located is nearly one hundred (100) years old and that the structure, including the Leased Premises, may contain asbestos, lead-based paint, and other regulated materials, and Owner shall have no liability to KCOE for the presence any such substances.

28. TIME

Time is of the essence of this Lease and all of its provisions.

29. GOVERNING LAW

The Lease shall in all respects be governed by the laws of the State of California.

30. MODIFICATION

This Lease may not be modified except by a written document executed by the parties hereto.

31. WAIVER OF CONFLICT

This Lease has been reviewed by the law firm of Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. ("the law firm") for the City. The law firm is counsel for KCOE and the City in other matters.

Each party is aware of potential conflicts of interest in the law firm's review of this Lease, and, in the event of a dispute involving this Lease or the rights of the parties hereunder, each of the parties will be required to retain independent legal counsel.

Each of the undersigned acknowledges and waives any such conflict of interest. KCOE and the City warrant and represent that, prior to executing this document, each has reviewed this Lease with that counsel, legal or otherwise, which the undersigned have deemed necessary, reasonable and appropriate to protect their respective interests.

Each of the undersigned is knowingly, willingly, and voluntarily executing this Lease after such advice and counsel, and with the understanding and intent that this Lease shall be enforceable by and against each of the parties in accordance with its terms, and the Lease will not be void or voidable due to any conflict of interest arising from the law firm's review of the document for the City.

IN WITNESS THEREOF, Owner and KCOE have signed this Lease as of the day and year identified below.

Owner: CITY OF HANFORD

Date: _____

By: _____
Mario A. Cifuentes II
City Manager

KINGS COUNTY OFFICE OF EDUCATION

Date: _____

By: _____
Tawny Robinson, President
Kings County Board of Education

DISCUSSION ITEM

DATE: November 9, 2022

TOPIC: Local Control Accountability Plan (LCAP)

ISSUE: Regulation requires changes to the Kings County Office of Education LCAP requested by California Department of Education (CDE) be presented to the Kings County Board of Education for review.

BACKGROUND: As part of the Local Control Funding Formula (LCFF), the state's school funding model, school districts and county offices of education are required to develop a Local Control Accountability Plan. This plan was approved by the board previously. However, based on the feedback received, we have made the changes required for CDE approval.

RESOURCE: Joy Santos, Assistant Superintendent,
Educational Services
joy.santos@kingscoe.org
559-589-7068

RECOMMENDATION: No action is necessary.

Proposed CDE KCOE LCAP Changes 2022-23

LCAP with proposed changes

Board Adopted [LCAP Document](#)

[Requested CDE Changes](#)

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

CDE feedback synopsis for Prompt #1:

An LEA's description in this section must align with the actions included in the Goals and Actions section as "contributing." Use the data in the Actions section and Contributing Actions table to ensure all LEA-wide or schoolwide contributing actions are addressed. Conclusory statements that the LEA has a high enrollment of unduplicated students or that an action will help make progress towards a goal without an explicit connection to measurable outcomes based on state and local data and/or input from educational partners are not sufficient.

LCAP Proposed Changes:

Goal 1, Actions 1, 4, and 5:
After assessing the needs, conditions, and circumstances of our low-income students (100% of J.C. Montgomery students) we learned that 45.45% of low-income students have shown an opportunity for growth in ELA and 77.40% in Math via iReady assessments. These percentages are based on i-Ready Diagnostic scale scores showing collective student scores nationally for the 2021-2022 school year (accessible here: <https://drive.google.com/file/d/1303N9ByU77zMIBIWRTbZQwB8ARjvJmTO/view?usp=sharing>). Our high school dropout rate was 12.09% versus the most recently reported state annual adjusted dropout rate, which was 2.4% (reported here: <https://data1.cde.ca.gov/dataquest/>). Our high school graduation for low-income students was 41.7% versus the state average of 91.3% (reported here: <https://drive.google.com/file/d/19Fs6tOgETaHt6VYwBtRjUahX319DHSfoE/view?usp=sharing>). Kings County has the 2nd highest juvenile incarceration rate in the state. A majority of students experience recidivism which disrupts their education. To address these barriers to learning, we will work on improving conditions of academic underperformance, decreasing dropout rates, and increasing the graduation rates of our low-income students. The 2020 Educational Opportunity Association Best Practices (found here: https://drive.google.com/file/d/1fj_BSFAAZ1b_dfw5j3rQp0E5FGNzLr1s/view?usp=sharing) recommended employing an "Academic Advising Management System" as it has been identified as a promising practice. It went on to explain this practice is needed to increase "graduation, rigor, proficiency and college readiness". J.C. Montgomery has implemented a similar intake, monitoring, and outtake process for each student we refer to as the START process, which supports students transitioning into and out of our school. This process allows our team to identify the unique strengths and areas of growth on an individual basis. To address these needs we will provide staff support (1.1) to focus on student basic needs for engagement and maintain high expectations for student achievement. We will also provide supplemental curriculum support (1.4) to scaffold lessons, increase academic achievement and increase student engagement. Additional supports include providing professional growth and data dissemination opportunities (1.5) to assist staff in meeting the unique academic and social-emotional needs of our fluid student population. J.C. Montgomery has worked diligently to provide a third teacher for the 2022-23 school year to further support students in Math. We will be leveraging these supports, indicated in the actions, to target areas of growth as reported through START meetings. These supports will in turn decrease dropout rates and increase graduation rates. The measurement for effectiveness will be based on: 1) 3% growth on iReady Math and ELA benchmarks, 3% increase in our graduation rates, and 3% decrease in our dropout rates. J.C. Montgomery will be providing the aforementioned services on a site-wide basis to all students because 100% of our students are considered low-income.

LCAP Proposed

Goal 2, Actions 1 and 4:

Changes:	<p>After assessing the needs, conditions, and circumstances of our low-income students (100% of J.C. Montgomery students), we learned that 7.7% of low-income students were suspended versus the most recently reported state average of 0.4%, as reported here: https://data1.cde.ca.gov/dataquest/. Our increased suspension rate correlates with staff and student reports of student dysregulation. To address these barriers to learning, we will focus on conditions of high suspension rates, which we will address by providing social-emotional support and strengthening relationships with families. In accordance with a study that explored the “Linkages between School Climate, Behavioral Norms, Social Supports and Academic Success” (found here: https://drive.google.com/file/d/1e8TILWJ-23GYntV5tX_OHu4AcbZuwxV-/view?usp=sharing) it was concluded that, “supportive relationships with parents, teachers, and neighbors; high parental expectations; and perceptions of safety are strongly related to behavior and grades in the present study.” To address these needs, we will provide social-emotional support (2.1) via lesson creation assistance to build an engaging curriculum that is both academically and emotionally supportive of their unique student needs. We will also provide parent engagement opportunities (2.4) to strengthen communication with families and provide parent education activities. We will leverage these actions to strengthen and increase social-emotional support for both students and families. Measurement for effectiveness will be based on a decrease in student suspensions by 0.3%. J.C. Montgomery will be providing the aforementioned services on a site-wide basis to all students because 100% of our students are considered low-income.</p>
KCOE Notes:	<p>The CDE reader was the same for 2021-22 and 2022-23 and they requested an entire re-write for year 2 from the prior approved plan from year 1. Narrative was entirely re-written to show the need of students versus state data and grouped by goal. Educational research was also cited to avoid conclusory statements.</p> <p>Kept footnote: <i>Please note: J. C. Montgomery school consistently has a limited number of Foster Youth and English Learner students on an ongoing basis. Ultimately, this does not allow for state-wide data collection due to groups of less than 10/11 students at one time. As such, we continue to provide designated services for English Learners through Title Funding. For Foster Youth, we provide designated services through Foster Youth designated state funding as the County-Wide Lead Administrators.</i></p>
<p><u>CDE feedback synopsis for Prompt #2:</u> <i>An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing; i.e. an LEA may not include actions in this section that are not identified as “contributing.” Use the data in the Actions tables and Contributing Expenditures table to ensure all contributing actions are addressed. The description may reference, rather than restate, information provided in response to Prompt 1 and may also reference the action tables or action descriptions.</i></p>	
LCAP Proposed Changes:	<p>The Kings County Office of Education (KCOE) Alternative Education program has calculated supplemental and concentration funds to be \$217,080.00, based on the number of Low Income, Foster Youth, and English Learners per SCCR 15496(a)(5). The percentage of students that are identifiable as unduplicated at J.C. Montgomery school is 100%. Using the above-identified actions and services supported by the contributing expenditure table, this shows how we met the MPP.</p>
KCOE Notes:	<p>Amount was updated to reflect the 2022-23 contributing amount.</p>
2022–23 LCAP Action Tables	
<p>CDE Feedback Contributing Actions Table: <i>The Planned Percentage to Increase or Improve Services for the Coming School Year is equal to or greater than the Total Percentage to Increase or Improve Services for the Coming School Year</i></p>	
LCAP Proposed Changes	<p>1.4: \$21,837 1.6: \$0</p>

KCOE Notes:

Zero'd 1.6 - Implementation year of units developed last year. *For the 2022-23 school year, we are suspending supplemental PD RSP-specific support. We will instead dedicate these resources to math and individual student learning loss due to the effects of COVID on our fluid population. Moved funding to supplement overall academic pd to target the needs of fluid student population (1.4). Added summary info to Goal #1 Analysis, prompt #4.

Removed/Replaced (with info above) IIS Section:

Following is a description of how actions included as contributing to meeting the increased or improved services requirement is principally directed to and effective in meeting its goals for unduplicated pupils:

Goal 1, Action 1: After assessing the needs, conditions, and circumstances of our low-income students (100% of students), we learned, 1) Year 1 Local iReady benchmarks show 54.55% of unduplicated students have shown growth in ELA and 22.60% of unduplicated students have shown growth in Math, 2) High School dropout rates for unduplicated students show 12.09%, and 3) High School graduation rates show 41.7% for unduplicated students. In order to address this condition of our low-income students, we will provide staff support to focus on student basic needs for engagement and maintain high expectations for student achievement. We will use this staff to target and monitor individual needs in ELA and Math, to increase Graduation rates, and decrease dropout rates. Measurement for effectiveness will be based on: 1) 3% growth on iReady Math and ELA benchmarks, 2) 3% decrease of our dropout rate, 3) 3% increase of our graduation rate.

Goal 1, Action 4: After assessing the needs, conditions, and circumstances of our low-income students (100% of students), we learned, 1) Educational partners have provided feedback requesting that Students have had access to 100% of standards-aligned materials, 100% fully credentialed teachers, 100% effective teachers, 2) Year 1 Local iReady benchmarks show 54.55% of unduplicated students have shown growth in ELA and 22.60% of unduplicated students have shown growth in Math, 3) High School dropout rates for unduplicated students show 12.09%, and 4) High School graduation rates show 41.7% for unduplicated students. In order to address this condition of our low-income students, we will provide engaging and rigorous curriculum support to include, but not limited to Online Licenses, KCOE memorandum of understanding (MOU) Lesson Design, Curriculum adoption/replacement, Edgenuity, and WASC Renewal Fees. Measurement for effectiveness will be based on: 1) Maintain 100% baseline for Priority 1 metrics, 2) 3% increase on iReady Math and ELA benchmarks, 3) 3% decrease of our dropout rate, 4) 3% increase of our graduation rate.

Goal 1, Action 5: After assessing the needs, conditions, and circumstances of our low-income students (100% of students), we learned, 1) Educational partners have provided feedback requesting that students have had access to 100% of standards-aligned materials and 100% fully credentialed teachers, and 2) 2) Year 1 Local iReady benchmarks show 54.55% of unduplicated students have shown growth in ELA and 22.60% of unduplicated students have shown growth in Math. In order to address this condition of our low-income students, we will provide professional growth opportunities and data dissemination support to assist staff in meeting the academic and social-emotional needs of students. Measurement for effectiveness will be based on: 1) Maintain 100% baseline for Priority 1 metrics, 2) 3% increase on iReady Math and ELA benchmarks.

Goal 2, Action 1: After assessing the needs, conditions, and circumstances of our low-income students (100% of students), we learned, 1) student suspension was 0.6%. 2) survey feedback results were as follows: Sense of Safety and School Connectedness a) Pupils: 100% Feel Safe and 94% Feel Connected; b) Parents: 100% Feel Safe 93% Feel Connected. In order to address this condition and continue areas of success for our low-income students, we will provide Social-Emotional Support to include lesson creation assistance in the form of consulting to build an engaging curriculum to academically and emotionally support students. This action includes student incentives and instructional supplies.

Measurement for effectiveness will be based on: 1) decrease of student suspension by 0.3%, 2) survey feedback results: Sense of Safety and School Connectedness a) Pupils: maintain 100% safety and 3% increase of connectedness; b) Parents: maintain 100% safety and 3% increase of connectedness.

Goal 2, Action 4: After assessing the needs, conditions, and circumstances of our low-income students (100% of students) (includes English Learners at 3 students (15.8 %), Foster Youth data was redacted due to the small number served), we learned, 1) parent feedback and participation as seen in the following baseline metric: 68% participation by all Parent/Guardians on the 2022 Spring LCAP Survey. 2) survey feedback results: Sense of Safety and School Connectedness a) Pupils: 100% Feel Safe and 94% Feel Connected; b) Parents: 100% Feel Safe 93% Feel Connected. In order to address this condition for our foster youth, English Learners, and low-income students, we will provide Parent engagement opportunities to strengthen communication with parents and provide support in the form of parent education and/or supplies for meetings. Measurement for effectiveness will be based on: 1) increase participation by all Parent/Guardians on the 2023 Spring LCAP Survey by 5%, 2) survey feedback results: Sense of Safety and School Connectedness a) Pupils: maintain 100% safety and 3% increase of connectedness; b) Parents: maintain 100% safety and 3% increase of connectedness.

DISCUSSION ITEM

DATE: November 9, 2022

TOPIC: WILLIAMS COMPLIANCE MONITORING
REPORT 2022-2023

ISSUE: The County Superintendent is required to provide the Board of Education an annual report on the Williams review in accordance with California Education Code (EC) section 1240.

BACKGROUND: Annual Williams Report letter summarizes the legislative requirements of the County Office and the summary of findings.

RESOURCE: Joy Santos, Assistant Superintendent,
Educational Services
joy.santos@kingscoe.org
559-589-7068

RECOMMENDATION: No action necessary.



November 9, 2022

To: Kings County Board of Supervisors
From: Todd Barlow, Kings County Office of Education

Re: **2022-2023 Final Williams Compliance Summary of Findings**

Dear Board Members:

Background:

California Education Code section 1240 requires that the county office visit schools identified in our county and report the results of the visits to the County Board of Supervisors and the County Board of Education. This report provides a summary of our review process and summary of findings. Individual district reports can be found at <https://www.kingscoe.org/Page/513>.

Williams Requirements:

The purpose of the visits as specified in California Education Code Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English language development\English language arts, mathematics, history/social science and science) and, as appropriate, science laboratory equipment, world languages, and health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignment and vacancies;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the SARC and determine

whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data and audit findings are not mandated to be a part of this report to you, they are being included so that the citizens of our community will have a complete understanding of the environment in which the schools in Kings county are functioning.

Before proceeding with the report some basic terms are defined here:

1. "Sufficient textbooks or instructional materials" means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
2. A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(E)(ii).]
3. "Good repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

List of Schools Visited

The following six districts, including eight schools, have been reviewed:

Armona Union School District (#10)

California Virtual Academies at Kings

Corcoran Joint Unified School District (#38)

Corcoran High School

Bret Harte Elementary School

Hanford Joint Union High School District (#27)

Hanford High School

Lakeside Union Elementary School District (#19)

Lakeside Elementary School

Lemoore Union Elementary School District (#20)

Liberty Middle School

Reef-Sunset Unified School District (#45)

Reef-Sunset Middle School

Tamarack Elementary School

Further Explanation of Review Process:

Our review of the school includes many areas as prescribed by the law. County office staff performed site visits to review Instructional Materials, Facilities, and the School Accountability Report Cards.

Additional areas of review include Teacher Assignments/Misassignments, Teacher Vacancies, Review and Findings; and Uniform Complaint Procedures.

Instructional Materials:

We sampled classrooms to review instructional materials sufficiency. The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed.

School Facilities:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as "having facilities clean, safe, and functional."

School Accountability Report Card:

The School Accountability Report Card must include sections on School Safety and Climate for Learning and Instructional Materials. They must comply with the state template requirements. However, EC Section 33126 states: "A school or school district that chooses not to utilize the standardized template adopted pursuant to this section shall report the data for its school accountability report card in a manner that is consistent with the definition."

Teacher Assignment/Misassignment and Teacher Vacancies:

In reference to the annual review of teacher assignment/misassignment and teacher vacancies, we review the classes that require teachers to have English Learners (EL) authorization based on the percentage of EL students being equal to or greater than 20% during the 2022-2023 school year.

Review and Findings:

The county superintendent of schools is required to complete an annual review and report for each identified school. We are also required to follow-up on any exceptions related to instructional materials, teacher misassignments, teacher vacancies, and information reported on the School Accountability Report Card.

Williams Uniform Complaint Procedure (UCP):

All schools are responsible for creating and maintaining documents for the UCP process adopted by their governing board or authorized designee that follows specifications as required by law, particularly the California Code of Regulations, Title 5 (5 CCR) sections 4600-4694, revised and published July 1, 2020. All schools are found to be in compliance with all rules and regulations.

Summary of Findings:

Our review of all Williams identified schools in Kings county all of the schools have been found to be in compliance with all rules and regulations defined in *Education Code* Section 1240. Once again, copies of the individual district reports can be found at <https://www.kingscoe.org/Page/513>.

Sincerely,



Todd Barlow
Kings County Superintendent of Schools
Kings County Office of Education



November 9, 2022

Dr. Xavier Piña, Superintendent
Armona Union School District
11115 C Street
Armona, CA 93202

Re: **2022-2023 Annual Williams Report for**
California Virtual Academies at Kings

Dear Dr. Piña:

California Education Code Section 1240 and Assembly Bill 599 require the Kings County Office of Education staff to visit county schools identified as Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), or schools where 15% or more of the teachers are holders of a permit, certificate, or any other authorization that is a lesser certification than a preliminary or clear California teaching credential and report the results of the visit. California Education Code (EC) requires charter school visits for the purpose of:

1. Ensuring that students have access to "sufficient" instructional materials in core subject areas (English/language arts, ELD, mathematics, history/social science, science) and, as appropriate, science laboratory equipment, world languages, and health education as defined in EC Section 60119;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT), and determining if there are any conditions that "pose an emergency or urgent threat to the health or safety of pupils or staff" as defined in EC Section 17592.72; and assessing "the safety, cleanliness, and adequacy of school facilities, including good repair" as required by EC Sections 17014, 17032.5, 17070.75, and 17089;

This report for the 2022-2023 site visit provides the findings in these areas for California Virtual Academy at Kings.

In conclusion, be assured each of you receiving this report and, especially the **Armona Union School District** Board, administration, staff and students that the Kings County Office of Education is readily available to support actions needed to address any needs identified in this report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Barlow".

Todd Barlow
Kings County Superintendent of Schools
Kings County Office of Education

Williams Settlement Annual School Visit Summary 2022-2023

Charter School: California Virtual Academy – CAVA

Date of Visit: Thursday, September 2, 2022

Instructional Materials:

School inventories and 20-25% of classrooms were checked for sufficiency of instructional materials. Sufficient Textbook and Instructional Materials were found: ☒ Yes ☐ No

School Facilities:

The Facilities Inspection Tool (FIT) was used to determine the condition of the facility. Copies of the detailed report were sent to the school site. The following 8 categories are ranked as good, fair, or poor based on the percentage of the 15 areas evaluated to be in good repair.

Systems Inspected	Rating
Systems: Gas Leaks, Mechanical/ HVAC, Sewer	Good
Interior: Interior Surfaces	Good
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good
Electrical: Electrical	Good
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good
Safety: Fire Safety, Hazardous Materials	Good
Structural: Structural Damage, Roofs	Good
External: Playgrounds/School Grounds, Windows/ Doors/ Gates/ Fences	Good
Average Percentage of 15 Areas in 8 Categories:	100%
Overall School Rating	Exemplary

Extreme Deficiencies:



November 9, 2022

Eduardo Ochoa, Superintendent
Corcoran Unified School District
1520 Patterson Avenue
Corcoran, CA 93212

Re: **2022-2023 Annual Williams Report for**
Bret Harte Elementary School
Corcoran High School

Dear Mr. Ochoa:

Background:

California *Education Code (EC)* section 1240 requires that the county office visit schools identified within the county, review information in the areas noted below, and report to you the results of the visits and reviews. This Annual Report for Fiscal Year **2022-2023** is provided for submission to your governing board at a regularly scheduled meeting as required by *Ed Code* section 1240. This report presents the results of visits and reviews of Corcoran High School and Bret Harte Elementary School on **August 30, 2022**.

Williams Requirements:

The purpose of the visits as specified in California *Education Code* Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English language development\English language arts, mathematics, history/social science and science) and, as appropriate, science laboratory equipment, world languages, and health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignment and vacancies;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and

3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the SARC and determine whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data and audit findings are not mandated to be a part of this report to you, they are being included so that the citizens of our community will have a complete understanding of the environment in which the schools in **Corcoran** are functioning.

Before proceeding with the report some basic terms are defined here:

1. "Sufficient textbooks or instructional materials" means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
2. A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(E)(ii).]
3. "Good repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

The school's evaluation report follows this letter. If exceptions are found, they will be shown under the section of the evaluation.

In conclusion, be assured each of you receiving this report and, especially the **Corcoran Unified School District** Board, administration, staff and students that the Kings County Office of Education is readily available to support actions needed to address any needs identified in this report.

Sincerely,



Todd Barlow
Kings County Superintendent of Schools
Kings County Office of Education

Bret Harte Elementary School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Bret Harte Elementary School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **August 30, 2022**. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed 7 of the 25 total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Bret Harte Elementary School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Bret Harte Elementary School was an average of 98.25% and a School Rating of "Good."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the county superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. ***From the review, it was found the SARC had the required elements and accurately reflected the state of Bret Harte Elementary School.***

Bret Harte Elementary School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of **516** students taken on **August 30, 2022**, the county office has verified that all **25** teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via the California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Corcoran Unified School District**.

Review and Findings:

Kings County Office of Education's review of **Bret Harte Elementary School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.

Corcoran High School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Corcoran High School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **August 30, 2022**. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed 7 of the 25 total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Corcoran High School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Corcoran High School was an average of 98.15% and a School Rating of "Good."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the county superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. ***From the review, it was found the SARC had the required elements and accurately reflected the state of Corcoran High School.***

Corcoran High School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of **923 students** taken on **August 30, 2022**, the county office has verified that all **25** teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via the California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Corcoran Unified School District**.

Review and Findings:

Kings County Office of Education's review of **Corcoran High School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.



November 9, 2022

Dr. Victor Rosa, Superintendent
Hanford Joint Union High School District
823 W. Lacey Boulevard,
Hanford, CA 93230

Re: **2022-2023 Annual Williams Report for**
Hanford High School

Dear Dr. Rosa:

Background:

California *Education Code (EC)* section 1240 requires that the county office visit schools identified within the county, review information in the areas noted below, and report to you the results of the visits and reviews. This Annual Report for Fiscal Year **2022-2023** is provided for submission to your governing board at a regularly scheduled meeting as required by *Ed Code* section 1240. This report presents the results of visits and reviews of Hanford High School on **August 29, 2022**.

Williams Requirements:

The purpose of the visits as specified in California *Education Code* Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English language development\English language arts, mathematics, history/social science and science) and, as appropriate, science laboratory equipment, world languages, and health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignment and vacancies;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the SARC and determine

whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data and audit findings are not mandated to be a part of this report to you, they are being included so that the citizens of our community will have a complete understanding of the environment in which the **high schools in Hanford** are functioning.

Before proceeding with the report some basic terms are defined here:

1. "Sufficient textbooks or instructional materials" means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
2. A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(E)(ii).]
3. "Good repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

The school's evaluation report follows this letter. If exceptions are found, they will be shown under the section of the evaluation.

In conclusion, be assured each of you receiving this report and, especially the **Hanford Joint Union High School District** Board, administration, staff and students that the Kings County Office of Education is readily available to support actions needed to address any needs identified in this report.

Sincerely,



Todd Barlow
Kings County Superintendent of Schools
Kings County Office of Education

Hanford High School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Hanford High School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **August 29, 2022**. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed 9 of the 35 total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Hanford High School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Hanford High School was an average of 91.34% and a School Rating of "Good."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the County Superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. ***From the review, it was found the SARC had the required elements and accurately reflected the state of Hanford High School.***

Hanford High School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of **1571** students taken on **August 29, 2022**, the county office has verified that all **35** teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via the California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Hanford Joint Union High School District**.

Review and Findings:

Kings County Office of Education's review of **Hanford High School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.



November 9, 2022

Cindi Marshall, Superintendent
Lakeside Union Elementary School District
9100 Jersey Avenue
Hanford, CA 93230

Re: **2022-2023 Annual Williams Report for**
Lakeside Elementary School

Dear Ms. Marshall:

Background:

California *Education Code (EC)* section 1240 requires that the county office visit schools identified within the county, review information in the areas noted below, and report to you the results of the visits and reviews. This Annual Report for Fiscal Year **2022-2023** is provided for submission to your governing board at a regularly scheduled meeting as required by *Ed Code* section 1240. This report presents the results of visits and reviews of Lakeside Union Elementary School on **September 6, 2022**.

Williams Requirements:

The purpose of the visits as specified in California *Education Code* Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English language development\English language arts, mathematics, history/social science and science) and, as appropriate, science laboratory equipment, world languages, and health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignment and vacancies;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the SARC and determine

whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data and audit findings are not mandated to be a part of this report to you, they are being included so that the citizens of our community will have a complete understanding of the environment in which **Lakeside Elementary School** is functioning.

Before proceeding with the report some basic terms are defined here:

1. "Sufficient textbooks or instructional materials" means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
2. A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(E)(ii).]
3. "Good repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

The school's evaluation report follows this letter. If exceptions are found, they will be shown under the section of the evaluation.

In conclusion, be assured each of you receiving this report and, especially the **Lakeside Union Elementary School District** Board, administration, staff and students that the Kings County Office of Education is readily available to support actions needed to address any needs identified in this report.

Sincerely,



Kings Todd Barlow
County Superintendent of Schools
Kings County Office of Education

Lakeside Elementary School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Lakeside Elementary School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **September 6, 2022**. Additional areas of review include teacher assignments/ misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed 4 of the 15 total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Lakeside Elementary School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Lakeside Elementary School was an average of 98.92% and a School Rating of "Good."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the County Superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials.

From the review, it was found the SARC had the required elements and accurately reflected the state of Lakeside Elementary School.

Lakeside Union Elementary School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of **234** students taken on **September 6, 2022**, the county office has verified that all **15** teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via the California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Lakeside Union Elementary School District**.

Review and Findings:

Kings County Office of Education's review of **Lakeside Elementary School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.



November 9, 2022

Cheryl Hunt, Superintendent
Lemoore Union Elementary School District
100 Vine St
Lemoore, CA 93245

Re: **2022-2023 Annual Williams Report for**
Liberty Middle School

Dear Ms. Hunt:

Background:

California *Education Code (EC)* section 1240 requires that the county office visit schools identified within the county, review information in the areas noted below, and report to you the results of the visits and reviews. This Annual Report for Fiscal Year **2022-2023** is provided for submission to your governing board at a regularly scheduled meeting as required by *Ed Code* section 1240. This report presents the results of visits and reviews of Liberty Middle School on **August 29, 2022**.

Williams Requirements:

The purpose of the visits as specified in California *Education Code* Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English language development\English language arts, mathematics, history/social science and science) and, as appropriate, science laboratory equipment, world languages, and health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignment and vacancies;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the SARC and determine

whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data and audit findings are not mandated to be a part of this report to you, they are being included so that the citizens of our community will have a complete understanding of the environment in which the **elementary schools in Lemoore** are functioning.

Before proceeding with the report some basic terms are defined here:

1. "Sufficient textbooks or instructional materials" means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
2. A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(E)(ii).]
3. "Good repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

The school's evaluation report follows this letter. If exceptions are found, they will be shown under the section of the evaluation.

In conclusion, be assured each of you receiving this report and, especially the **Lemoore Union Elementary School District** Board, administration, staff and students that the Kings County Office of Education is readily available to support actions needed to address any needs identified in this report.

Sincerely,



Todd Barlow
Kings County Superintendent of Schools
Kings County Office of Education

Liberty Middle School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Liberty Middle School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **August 29, 2022**. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed **6** of the **24** total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Liberty Middle School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Liberty Middle School was an average of 97.78% and a School Rating of "Good."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the County Superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials.

From the review, it was found the SARC had the required elements and accurately reflected the state of Liberty Middle School.

Liberty Middle School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of 671 students taken on **August 29, 2022**, the county office has verified that all 24 teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via the California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Lemoore Union Elementary School District**.

Review and Findings:

Kings County Office of Education's review of **Liberty Middle School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.



November 9, 2022

Patrick Sanchez, Superintendent
Reef-Sunset Unified School District
205 North Park Avenue
Avenal, CA 93204

Re: **2022-2023 Annual Williams Report for**
Reef-Sunset Middle School
Tamarack Elementary School

Dear Mr. Sanchez:

Background:

California *Education Code (EC)* section 1240 requires that the county office visit schools identified within the county, review information in the areas noted below, and report to you the results of the visits and reviews. This Annual Report for Fiscal Year **2022-2023** is provided for submission to your governing board at a regularly scheduled meeting as required by *Ed Code* section 1240. This report presents the results of visits and reviews of Reef-Sunset Middle School and Tamarack Elementary on **August 18, 2022**.

Williams Requirements:

The purpose of the visits as specified in California *Education Code* Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English language development\English language arts, mathematics, history/social science and science) and, as appropriate, science laboratory equipment, world languages, and health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignment and vacancies;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and

3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the SARC and determine whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data and audit findings are not mandated to be a part of this report to you, they are being included so that the citizens of our community will have a complete understanding of the environment in which the schools in **Avenal** are functioning.

Before proceeding with the report some basic terms are defined here:

1. "Sufficient textbooks or instructional materials" means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
2. A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(E)(ii).]
3. "Good repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

The school's evaluation report follows this letter. If exceptions are found, they will be shown under the section of the evaluation.

In conclusion, be assured each of you receiving this report and, especially the **Reef-Sunset Unified School District** Board, administration, staff and students that the Kings County Office of Education is readily available to support actions needed to address any needs identified in this report.

Sincerely,



Kings Todd Barlow
County Superintendent of Schools
Kings County Office of Education

Reef-Sunset Middle School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Reef-Sunset Middle School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **August 18, 2022**. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed 6 of the 24 total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Reef-Sunset Middle School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Reef-Sunset Middle School was an average of 100% and a School Rating of "Exemplary."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the County Superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. ***From the review, it was found the SARC had the required elements and accurately reflected the state of Reef-Sunset Middle School.***

Reef-Sunset Middle School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of **566** students taken on **August 18, 2022**, the county office has verified that all **24** teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Reef-Sunset Unified School District**.

Review and Findings:

Kings County Office of Education's review of **Reef-Sunset Middle School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.

Tamarack Elementary School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. County office staff performed a site visit at **Tamarack Elementary School** to review instructional materials, facilities, and the School Accountability Report Card (SARC) on **August 18, 2022**. Additional areas of review include teacher assignments/ misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

In the sampling of classroom instructional materials we surveyed 5 of the 20 total classrooms (*based upon the required visit to at least 25% of each K-8 grade level classroom and 20% of all core subjects taught in grades 9-12*). The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed. ***It was found from the review and supplemental documentation that Tamarack Elementary School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities Conditions:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional. ***During the site review, the grounds and facilities were found to be in good condition.***

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT) which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***The FIT Overall Rating for Tamarack Elementary School was an average of 99% and a School Rating of "Exemplary."***

School Accountability Report Card (SARC):

For the 2009-10 school year a worksheet was designed to assist the County Superintendents in determining the accuracy of the data reported on the school SARC's as required by *Education Code* section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2)). School districts are not required to use the standardized template, but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j)).

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school. A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. ***From the review, it was found the SARC had the required elements and accurately reflected the state of Tamarack Elementary School.***

Tamarack Elementary School (continued)

Teacher Assignment/Misassignment:

Out of an enrollment of **444 students** taken on **August 18, 2022**, the county office has verified that all **20** teachers hold the appropriate English Learner (EL) authorization, with no misassignments. Vacancies are now being reported via the California Statewide Assignment Accountability System (CalSAAS). ***No exceptions were found.***

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been ***no complaints filed*** with the **Reef-Sunset Unified School District**.

Review and Findings:

Kings County Office of Education's review of **Tamarack Elementary School** found ***no exceptions*** related to: instructional materials, facilities, School Accountability Report Card, teacher assignments/misassignments, teacher vacancies, and Uniform Complaint Procedures.

DISCUSSION ITEM

DATE:	November 9, 2022
TOPIC:	Quarterly Williams Complaint Report Summary
ISSUE:	Review of quarterly Williams Uniform Complaint report summary for Quarter 1: July 1, 2022 – September 30, 2022.
BACKGROUND:	<p>The County Superintendent of schools, or designee, shall report summarized data on the nature and resolution of all complaints for office operated classes and programs on a quarterly basis to the County Board of Education. The report shall include the number of complaints by general subject area and the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting (Educational Code 35186).</p> <p>A Williams Complaint is a type of Uniform Complaint (UCP), regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils, and teacher vacancy or misassignment and may be filed anonymously. County Offices and School Districts are required to have policies that describe the complaint process.</p>
RESOURCE:	Joy Santos, Assistant Superintendent, Educational Services joy.santos@kingscoe.org 559-589-7068
RECOMMENDATION:	No action is necessary.

Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186(d)]

District: **Kings County Office of Education**

Person completing this form: **Joy Santos**

Assistant Superintendent, Educational Services

Title:

Quarterly Report Submission Month/Quarter:
(check one)

- ☒ October 1st Quarter (7/1-9/30)
☐ January 2nd Quarter (10/1-12/31)
☐ April 3rd Quarter (1/1-3/31)
☐ July 4th Quarter (4/1-6/30)

Quarterly Report Submission Year: **2022-2023**

Date for information to be reported publicly at governing board meeting: **11/9/2022**

Please check the box that applies:



No complaints were filed with any school in the district during the quarter indicated above.

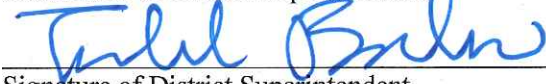


Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Todd Barlow

Print Name of District Superintendent



Signature of District Superintendent

11/9/2022

Date

Please submit to: Genevieve Almanzar, Coordinator
Kings County Office of Education
Williams Compliance
(559) 589-7035
info.foundationalservices@kingscoe.org

DISCUSSION ITEM

DATE:	November 9, 2022
TOPIC:	Quarterly Williams Complaint Report Summary for all districts in Kings County
ISSUE:	Review of quarterly Williams Uniform Complaint report summary for Quarter 1: July 1, 2022 – September 30, 2022.
BACKGROUND:	<p>The County Superintendent of schools, or designee, shall report summarized data on the nature and resolution of all complaints for office operated classes and programs on a quarterly basis to the County Board of Education. The report shall include the number of complaints by general subject area and the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting (Educational Code 35186).</p> <p>A Williams Complaint is a type of Uniform Complaint (UCP), regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils, and teacher vacancy or misassignment and may be filed anonymously. County Offices and School Districts are required to have policies that describe the complaint process.</p>
RESOURCE:	Joy Santos, Assistant Superintendent, Educational Services joy.santos@kingscoe.org 559-589-7068
RECOMMENDATION:	No action is necessary.



November 9, 2022

To: Kings County Board of Education
From: Todd Barlow, Kings County Office of Education

Re: **2022-2023 Quarter 1 Uniform Complaint Reporting**

Dear Board Members:

Background:

The law requires that the county superintendent:

- Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure

Williams Uniform Complaint Procedure (UCP):

All schools are responsible for creating and maintaining documents for the UCP process adopted by their governing board or authorized designee that follows specifications as required by law, particularly the California Code of Regulations, Title 5 (5 CCR) sections 4600-4694, revised and published July 1, 2020. All schools are found to be in compliance with all rules and regulations.

Summary of Findings:

Our review of all Williams Uniform Complaints as reported by District Superintendents to the Kings County Superintendent of Schools have shown zero complaints for the 1st Quarter including the following dates: 7/01/22 - 9/30/22.

Sincerely,

Todd Barlow
Kings County Superintendent of Schools
Kings County Office of Education



Kings County Office of Education
2022 Uniform Complaints as reported by District Superintendents to the
Kings County Superintendent of Schools

Area	Total Number of Complaints	# Resolved	# Unresolved
1st Quarter 7/01/22 - 9/30/22			
Instructional Materials	0		
Facilities	0		
Teacher Vacancy or Misassignment	0		

1st Quarter Complaint Summary: None Reported

All districts reported their Quarter 1 complaint information as required.

EDC 35186 (d) A school district shall report summarized data on the nature and resolution of all complaints on a **quarterly basis to the county superintendent of schools** and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.



Kings County Office of Education

2022 Uniform Complaints as reported by District Superintendents to the Kings County Superintendent of Schools

Area	Total Number of Complaints	# Resolved	# Unresolved
1st Quarter 7/01/22 - 9/30/22			
Instructional Materials	0		
Facilities	0		
Teacher Vacancy or Misassignment	0		

1st Quarter Complaint Summary: None Reported

All districts reported their Quarter 1 complaint information as required.

EDC 35186 (d) A school district shall report summarized data on the nature and resolution of all complaints on a **quarterly basis to the county superintendent of schools** and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

DISCUSSION ITEM

DATE: November 9, 2022

TOPIC: New Board Policy 0410:
Nondiscrimination in Programs and Activities

ISSUE: This new board policy is being introduced as required by the Federal Program Instrument surrounding Education Equity.

BACKGROUND: The Board shall ensure that King County Office of Education policies align with the county's vision and goals, promote student achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

RESOURCE: Joy Santos, Assistant Superintendent,
Educational Services
joy.santos@kingscoe.org
559-589-7068

RECOMMENDATION: Administration recommends discussion of new policy and placement of policy for approval on the December agenda.

Kings County Board of Education and County Superintendent of Schools Board Policy

BP 0410

Philosophy, Goals, Objectives and Comprehensive Plans

NONDISCRIMINATION IN PROGRAMS AND ACTIVITIES

The Kings County Board of Education is committed to providing equal opportunity for all individuals in Kings County Office of Education programs and activities. Programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of Kings County Office of Education school services. Personally identifiable information collected in the implementation of any Kings County Office of Education program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by Kings County Office of Education shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

Kings County Office of Education programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review Kings County Office of Education programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing Kings County Office of Education programs and activities. They shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in Kings County Office of Education programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the Kings County Office of Education's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the Kings County Office of Education. The notification shall also be posted on the Kings County Office of Education's website and social media and in Kings County Office of Education schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The Kings County Office of Education's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

Kings County Office of Education programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing Kings County Office of Education facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that Kings County Office of Education provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to Kings County Office of Education and associated school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the Kings County Office of Education's response to

complaints and for complying with state federal civil rights laws is hereby designated as Kings County Office of Education's ADA coordinator. They shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to Kings County Office of Education programs, services, activities, or facilities.

Assistant Superintendent, Human Resources, Title IX Coordinator
1144 W. Lacey Blvd, Hanford, CA 93230
(559) 584-1441
lisa.horne@kingscoe.org

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2414 Strengthening Career and Technical Education for the 21st Century Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEBSITES

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

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Adopted by Board: _____

DISCUSSION ITEM

DATE: November 9, 2022

TOPIC: New Board Policy 5145.3:
Nondiscrimination/Harassment

ISSUE: This new board policy is being introduced as required by the Federal Program Instrument surrounding Education Equity.

BACKGROUND: The Board shall ensure that King County Office of Education policies align with the county's vision and goals, promote student achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

RESOURCE: Joy Santos, Assistant Superintendent,
Educational Services
joy.santos@kingscoe.org
559-589-7068

RECOMMENDATION: Administration recommends discussion of new policy and placement of policy for approval on the December agenda.

Kings County Office of Education Board Policy

BP 5145.3

Students

NONDISCRIMINATION/HARASSMENT

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

The Kings County Office of Education desires to provide a safe school environment that allows all students equal access to and opportunities in the county office's academic, extracurricular, and other educational support programs, services, and activities. The county office prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Kings County Office of Education also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint

procedures to students, parents/guardians, and employees. In addition, the superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.

The superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The superintendent or designee shall report the findings and recommendations to the county office after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in Kings County Office of Education schools.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs
49060-49079 Student records
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
12101-12213 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Prohibition of discrimination based on age

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Resolution Agreement Between the Arcadia Unified School District, U.S. Department of Education, Office for Civil Rights, and the U.S. Department of Justice, Civil Rights Division, (2013) OCR 09-12-1020, DOJ 169-12C-70

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2003

WEBSITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

Adopted by Board: _____

DISCUSSION ITEM

DATE:	November 9, 2022
TOPIC:	Board Policy/ Superintendent Policy/ Administrative Regulation 5145.7: Sexual Harassment Revisions
ISSUE:	This board policy was last revised in 2015. Revisions presented for consideration today were made based on CSBA guidelines.
BACKGROUND:	The Board shall ensure that King County Office of Education policies align with the county's vision and goals, promote student achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.
RESOURCE:	Joy Santos, Assistant Superintendent, Educational Services joy.santos@kingscoe.org 559-589-7068
RECOMMENDATION:	This policy and administrative regulations was recently reviewed and revised. Discussion item – 1 st reading. Administration recommends revision and placement of policy for approval on the December agenda.

Kings County Board of Education and County Superintendent of Schools Board Policy/Superintendent Policy

BP/SP 5145.7

Students

SEXUAL HARASSMENT

The Kings County Office of Education and Kings County Superintendent of Schools are committed to maintaining an educational environment that is free from harassment and discrimination. The county office and Superintendent prohibit sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities, **sexual harassment targeted at any student by anyone**. The county office and Superintendent also prohibit retaliatory behavior or action against **any persons** who reports, files a complaint, or testifies **about**, ~~assist~~ or otherwise ~~participate in the supports a complaint process established pursuant to this policy and the administrative regulation in alleging sexual harassment.~~

The ~~County Office~~ strongly encourages **any** students who feels that ~~he/she they is~~ **are** being or ~~has have~~ been sexually harassed on school grounds or at a school-sponsored or school related activity by another student or an adult, **or who have experienced off-campus sexual harassment that has continuing effect on campus**, to immediately contact ~~his/her~~ **their** teacher, the principal, **the county office Title IX Coordinator**, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify ~~the principal or the County Office compliance officer.~~ **the Title IX Coordinator.**

~~Complaints regarding sexual harassment shall be investigated and resolved in accordance with law and County Office procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.~~

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and

respondent, as deemed appropriate under the circumstances.

The ~~S~~superintendent or designee shall ~~take appropriate actions to reinforce~~ **inform students and parents/guardians of the county office's sexual harassment policy; by disseminating it through parent/guardian notifications, publishing it on the county office website, and including it in student and staff handbooks. All county office staff shall be trained regarding the policy.**

Information/Instruction

The ~~S~~superintendent or designee shall ensure that **all Kings County Office of Education** students receive age-appropriate information ~~related to~~ **on** sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same ~~gender~~ **sex** and could involve sexual violence~~;~~
2. A clear message that students do not have to endure sexual harassment under any circumstance~~;~~
3. Encouragement to report observed instances of sexual harassment~~;~~ even ~~where~~ **when** the alleged victim of the harassment has not complained~~;~~
4. A clear message that student safety is the county office's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved~~;~~
- 5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent reoccurrence, and address any continuing effect on students**
- ~~5.~~ **6. Information about the county office's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made~~;~~**
- ~~6.~~ **7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable~~;~~ including the right to file a civil or criminal complaint while the county office investigation of a sexual harassment complaint continues**
- 8. A clear message that, when needed, the county office will implement**

supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions:

Upon completion of an investigation of a sexual harassment complaint, any student found to have ~~who~~ engaged in sexual harassment or sexual violence in violation of this policy at school or a school-related activity is in violation of this policy and shall be subject to disciplinary action. ~~For students in grades K-3, this disciplinary action shall depend on the maturity of the students and the circumstances involved.~~ For students in grades 4 ~~through~~ - 12, the disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any ~~staff member~~ employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with ~~applicable policies~~, laws, and ~~or~~ the applicable collective bargaining agreements.

Record Keeping:

In accordance with law and Kings County Office of Education policies and regulations, the ~~S~~superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the county office to monitor, address and prevent repetitive harassing behavior in Kings County Office of Education schools.

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 GCR 4964)~~

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment 48904

Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional

relationships 1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5
4600-~~4687~~ **4670** Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX, ~~Discrimination~~ of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.~~7182~~ Nondiscrimination on the basis of sex in education programs

COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567 Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130 Reese v. Jefferson School District, (2001) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
~~Oona R.-S. etc. v. Santa Rosa City Schools et al, (1995) 890 F.Supp. 1452~~

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015
Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEBSITES

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

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

U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr>

Adopted by Board: February 3, 1993

Reviewed by Board: May 1, 1996

Revised by Board: December 16, 1998

Revised by Board: November 1, 2006

Revised by Board: May 6, 2015

Revised by Board: _____

Kings County Board of Education and County Superintendent of Schools Administrative Regulation

AR 5145.7
Students

SEXUAL HARASSMENT

~~The County Office designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3—Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:~~

~~Assistant Superintendent, Human Resources
1144 W Lacey Blvd., Hanford, CA, 93230
(559) 584-1441
lisa.horne@kingscoe.org~~

Definitions

Prohibited Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite sex, in the educational setting, under any of the following conditions:
(Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress;
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student;
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile, or offensive educational environment;
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any County Office program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment

in violation of Kings County Office of Education policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a Kings County Office of Education school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

- 1. A county office employee conditioning the provision of a county office aid, benefit, or service on the student's participation in unwelcome sexual conduct**
- 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the county office's education program or activity**
- 3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291**

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the ~~E~~county ~~O~~ffice and which may constitute sexual harassment **under state and/or federal law, in accordance with the definition above**, include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions~~;~~
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions~~;~~
3. Graphic verbal comments about an individual's body, or overly personal conversation~~;~~
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature~~;~~
5. Spreading sexual rumors~~;~~
6. Teasing or sexual remarks about students enrolled in a predominantly single-~~gender~~ sex class~~;~~
7. Massaging, grabbing, fondling, stroking or brushing the body~~;~~
8. Touching an individual's body or clothes in a sexual way~~;~~

9. Impeding, ~~purposefully cornering,~~ or blocking ~~normal~~ movements or any physical interference with school activities when directed at an individual on the basis of sex;

10. Displaying sexually suggestive objects;

11. Sexual assault, sexual battery, or sexual coercion.

12. Electronic communications containing comments, words, or images described above

~~Reporting Process and Complaint Investigation and Resolution~~

~~Any student who believes that he/she has been subjected to sexual harassment or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the~~

~~principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the County Office's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or the County Office compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.~~

~~In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted the Superintendent or designee.~~

~~When a report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the County Office's Uniform Complaint Procedures. If a complaint of sexual harassment is initially submitted to the principal, he/she shall conduct a site-level investigation and, within two school days, forward the report to the compliance officer to evaluate further investigation of the complaint. For formal complaints filed through the County Office's Uniform Complaint Procedures, the compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.~~

~~Confidentiality~~

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 GCR 4964)~~

~~However, when a complainant or victim of sexual harassment notifies the County Office of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for~~

~~confidentiality, the County Office will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request. When a complainant or victim of sexual harassment notifies the County Office of the harassment but requests that the County Office not pursue an investigation, the County~~

~~Office will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.~~

~~Response Pending Investigation~~

~~When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. Such measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, if available and in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the~~

~~complainant is aware of the resources and assistance, such as counseling, that are available to~~

~~him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school sponsored or school-related programs or activities.~~

~~Notifications~~

~~A copy of the County Office's sexual harassment policy and regulation shall:~~

- ~~1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year; (Education Code 48980; 5 CCR 4917)~~
- ~~2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures and standards of conduct are posted including school web sites; (Education Code 231.5)~~
- ~~3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session; (Education Code 231.5)~~
- ~~4. Appear in any school or county office publication that sets forth the school's or districts comprehensive rules, regulations, procedures and standards of conduct; (Education Code 231.5)~~
- ~~5. Be provided to employees and employee organizations on the Kings COE Website;~~
- ~~6. Be included in the student handbook.~~

~~Investigation of Complaints at School (Site-Level Grievance Procedure)~~

- ~~1. The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, he/she shall talk individually with:~~
 - ~~a. The student who is complaining~~

- ~~b. The person accused of harassment~~
 - ~~c. Anyone who witnessed the conduct complained of~~
 - ~~d. Anyone mentioned as having related information~~
2. ~~The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put his/her complaint in writing.~~
3. ~~The principal or designee shall discuss the complaint only with the people described above and the County Office compliance officer. When necessary to carry out his/her investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:~~
- ~~a. The Superintendent or designee~~
 - ~~b. The parent/guardian of the student who complained~~
 - ~~c. If the alleged harasser is a student, his/her parent/guardian~~
 - ~~d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth~~
 - ~~e. Child protective agencies responsible for investigating child abuse reports~~
 - ~~f. Legal counsel for the district~~
4. ~~When the student who complained and the alleged harasser so agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree.~~
5. ~~In reaching a decision about the complaint, the principal or designee may take into account:~~
- ~~a. Statements made by the persons identified above~~
 - ~~b. The details and consistency of each person's account~~
 - ~~c. Evidence of how the complaining student reacted to the incident~~
 - ~~d. Evidence of any past instances of harassment by the alleged harasser~~
 - ~~e. Evidence of any past harassment complaints that were found to be untrue~~
6. ~~To judge the severity of the harassment, the principal or designee may take into consideration:~~
- ~~a. How the misconduct affected one or more students' education~~
 - ~~b. The type, frequency and duration of the misconduct~~
 - ~~c. The number of persons involved~~
 - ~~d. The age and gender of the person accused of harassment~~
 - ~~e. The subject(s) of harassment~~
 - ~~f. The place and situation where the incident occurred~~
 - ~~g. Other incidents at the school, including incidents of harassment that were not related to gender~~
7. ~~The principal or designee shall write a report of his/her findings, decision, and reasons for the decision and shall present this report to the student who complained and the person accused.~~
8. ~~The principal or designee shall give the compliance officer and the Superintendent or designee a written report of the complaint and investigation. If the principal or designee verifies that sexual harassment occurred, this report shall describe the~~

~~actions taken to end the harassment, address the effects of the harassment on the student harassed, and prevent retaliation or further harassment.~~

~~9. Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal or designee shall keep a record of this information and shall continue this follow-up.~~

Enforcement

~~The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:~~

- ~~1. Removing vulgar or offending graffiti;~~
- ~~2. Providing staff in-service and student instruction or counseling;~~
- ~~3. Notifying parents/guardians of the actions taken;~~
- ~~4. Notifying child protective services;~~
- ~~5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.~~

Title IX Coordinator/Compliance Officer

The county office designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

**Assistant Superintendent, Human Resources
1144 W Lacey Blvd., Hanford, CA, 93230
(559) 584-1441 ext. 7094
lisa.horne@kingscoe.org**

Notifications

The superintendent or designee shall notify students and parents/guardians that the Kings County Office of Education does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the county office may be referred to the Kings County Office of Education's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The county office shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the county office's Title IX Coordinator. (34 CFR 106.8)

A copy of the county office's sexual harassment policy and regulation shall:

- 1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year; (Education Code 48980; 5 CCR 4917)**
- 2. Be displayed in a prominent location in the main administrative building or other area where notices of county rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)**
- 3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)**
- 4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the Kings County Office of Education's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)**
- 5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)**
- 6. Appear in any Kings County Office of Education's publication that sets forth the comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)**
- 7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)**

The superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the Kings County Office of Education's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to

sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the Kings County Office of Education's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the county's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable county office complaint procedures.

Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and county office procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

Investigation of Complaints at School (Site-Level Grievance Procedure)

- 1. The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, they shall talk individually with:**
 - a. The student who is complaining**
 - b. The person accused of harassment**
 - c. Anyone who witnessed the conduct complained of**

d. Anyone mentioned as having related information

2. The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put their complaint in writing.

3. The principal or designee shall discuss the complaint only with the people described above and the county office compliance officer. When necessary to carry out their investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:

- a. The superintendent or designee**
- b. The parent/guardian of the student who complained**
- c. If the alleged harasser is a student, their parent/guardian**
- d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth**
- e. Child protective agencies responsible for investigating child abuse reports**
- f. Legal counsel for the county**

4. When the student who complained and the alleged harasser agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree.

5. In reaching a decision about the complaint, the principal or designee may take into account:

- a. Statements made by the persons identified above**
- b. The details and consistency of each person's account**
- c. Evidence of how the complaining student reacted to the incident**
- d. Evidence of any past instances of harassment by the alleged Harasser**
- e. Evidence of any past harassment complaints that were found to be untrue**

6. To judge the severity of the harassment, the principal or designee may take into consideration:

- a. How the misconduct affected one or more students' education**
- b. The type, frequency and duration of the misconduct**
- c. The number of persons involved**
- d. The age and gender of the person accused of harassment**
- e. The subject(s) of harassment**
- f. The place and situation where the incident occurred**

g. Other incidents at the school, including incidents of harassment that were not related to gender

7. The principal or designee shall write a report of their findings, decision, and reasons for the decision and shall present this report to the student who complained and the person accused.

8. The principal or designee shall give the compliance officer and the superintendent or designee a written report of the complaint and investigation. If the principal or designee verifies that sexual harassment occurred, this report shall describe the actions taken to end the harassment, address the effects of the harassment on the student harassed, and prevent retaliation or further harassment.

9. Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal or designee shall keep a record of this information and shall continue this follow-up.

Enforcement

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

- 1. Removing vulgar or offending graffiti;**
- 2. Providing staff in-service and student instruction or counseling;**
- 3. Notifying parents/guardians of the actions taken;**
- 4. Notifying child protective services.**
- 5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which they knew was not true.**

Adopted By Board: November 1, 2006

Revised by Board: May 6, 2015

Revised by Board: _____

Kings County Board of Education

Exhibit

E 5145.7
Students

SEXUAL HARASSMENT REPORT

****Per Board/Superintendent Exhibit 1312.3 Uniform Complaint Procedures****

In accordance with the ~~E~~county ~~E~~office's Uniform Complaint Procedures (5 CCR 4620) each county office shall follow uniform complaint procedures when investigating complaints alleging unlawful discrimination, harassment, intimidation and bullying against any protected group. Protected groups are enumerated by Education Code §§ 200 and 220. Additionally, it is the policy of the State of California, pursuant to Section 200, that all individuals shall enjoy freedom from discrimination and/or harassment, bullying or intimidation of any kind in the educational institutions of the state. This also includes sexual harassment, which is a form of sexual discrimination (EC § 231.5).

I. Contact Information:

Name: _____

Address: _____

City: _____ Zip: _____

Home Phone: _____ Work or Cell Phone: _____

II. Complainant

You are filing this complaint on behalf of: _____

☐ yourself ☐ your child or a (student) ☐ another student ☐ a group

III. School Information

School Name: _____

Principal's Name: _____

Address: _____ City: _____ Zip: _____

IV. Basis of Complaint:

Please check the following box (es), based on the type(s) of discrimination, harassment, intimidation, and/or bullying you experienced. (EC §§ 200 and 220)

- | | | |
|--|--|---|
| <input type="checkbox"/> Sex | <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Mental/Physical Ability |
| Disability | | |
| <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> National Origin | <input type="checkbox"/> Age |
| <input type="checkbox"/> Gender | <input type="checkbox"/> Religion | <input type="checkbox"/> Sexual Harassment |
| <input type="checkbox"/> Gender Expression | <input type="checkbox"/> Color | <input type="checkbox"/> Sex (Title IX) |
| <input type="checkbox"/> Gender Identity | <input type="checkbox"/> Ancestry | <input type="checkbox"/> Nationality |
| <input type="checkbox"/> Race or Ethnicity | | |
| <input type="checkbox"/> Association or perceived association with any of these categories listed | | |

V. Details of Complaint

Please answer the following questions to the best of your ability. Attach additional sheets of paper if you need more space.

Please describe the type of incident(s) you experienced that led to this complaint, including the events or actions, in as much detail as possible:

List the individuals involved in the incident(s):

List any witnesses to the incident(s):

Describe the location where the incident(s) occurred:

Please list all the date(s) and times when the incident(s) occurred or when the alleged acts first came to your attention:

What steps, if any, have you taken to resolve this issue before filing a complaint?

Signature of person filing complaint

Date

Received by/**Title**

Date Filed

Title: _____

Please provide a duplicate copy to the complainant.

DISCUSSION ITEM

DATE: November 9, 2022

TOPIC: New Board Policy 5146:
Married/Pregnant/Parenting Students

ISSUE: This new board policy is being introduced as required by the Federal Program Instrument surrounding Education Equity.

BACKGROUND: The Board shall ensure that King County Office of Education policies align with the county's vision and goals, promote student achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

RESOURCE: Joy Santos, Assistant Superintendent,
Educational Services
joy.santos@kingscoe.org
559-589-7068

RECOMMENDATION: Administration recommends discussion of new policy and placement of policy for approval on the December agenda.

Kings County Office of Education Board Policy

BP 5146

Students

MARRIED/PREGNANT/PARENTING STUDENTS

The Kings County Office of Education recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The county office therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

The county office shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

The superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the Kings County Office of Education shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28
4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a

medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and re-enrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

Program Evaluation

The superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

Legal Reference:

EDUCATION CODE

221.51 Nondiscrimination; married, pregnant, and parenting students

222 Reasonable accommodations; lactating students

222.5 Pregnant and parenting students, notification of rights

230 Sex discrimination

8200-8498 Child Care and Development Services Act

46015 Parental leave

48205 Excused absences

48206.3 Temporary disability, definition

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

48980 Parental notifications

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

CIVIL CODE
51 Unruh Civil Rights Act

FAMILY CODE
7002 Description of emancipated minor

HEALTH AND SAFETY CODE
104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22
101151-101239.2 General licensing requirements for child care centers
101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20
1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42
1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7
246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34
106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS
87 Ops.Cal.Atty.Gen. 168 (2004)

COURT DECISIONS
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS
Pregnant Students and Confidential Medical Services, 2013
Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012
The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEBSITES

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

California Women's Law Center: <http://www.cwlc.org>
U.S. Department of Agriculture, Women, Infants, and Children Program:
<http://www.fns.usda.gov/wic>

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

Adopted by Board: November 9, 2022

DISCUSSION ITEM

DATE:	November 9, 2022
TOPIC:	Board Policy/ Superintendent Policy/ Administrative Regulation 6145: Extracurricular and Cocurricular Activities Revisions
ISSUE:	This board policy was last revised in 2008. Revisions presented for consideration today were made based on CSBA guidelines.
BACKGROUND:	The Board shall ensure that King County Office of Education policies align with the county's vision and goals, promote student achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.
RESOURCE:	Joy Santos, Assistant Superintendent, Educational Services joy.santos@kingscoe.org 559-589-7068
RECOMMENDATION:	This policy and administrative regulations was recently reviewed and revised. Discussion item – 1 st reading. Administration recommends revision and placement of policy for approval on the December agenda.

Kings County Board of Education and County Superintendent of Schools Board/Superintendent Policy

BP/SP 6145
Instruction

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

The Kings County Board of Education (the Board) and the **Kings** County Superintendent of Schools (the Superintendent) recognize that extracurricular and cocurricular activities enrich the educational and social development ~~and experiences~~ **of students and enhances students' feelings of connectedness with the schools**. The Kings County Office of Education (KCOE) shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. No extracurricular or cocurricular program or activity shall be provided or conducted separately ~~and no KCOE student's participation in extracurricular and cocurricular activities shall be required or refused based on the student's gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. Requirements for participation in extracurricular and cocurricular activities shall be limited to those that are essential to the success of the activity.~~ **on the basis of any actual or perceived characteristics listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases.** (5 CCR 4925)

Any complaint ~~regarding~~ **alleging unlawful discrimination** in KCOE's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

Unless specifically authorized by law, no student shall be ~~prohibited from participating in~~ **charged a fee for their participation in educational activities, including** extracurricular and cocurricular activities ~~related to the educational program because of inability to pay fees associated with the activity~~ **and materials or equipment related to such activities.**

Eligibility Requirements

To be eligible to participate in extracurricular and cocurricular activities, students in

grades 7 ~~through~~ - 12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale **in all enrolled classes**
2. Maintenance of minimum progress toward meeting high school graduation requirements

The ~~S~~superintendent or designee may grant ineligible students a probationary period of not more than one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. **(Education Code 35160.5)**

~~The Superintendent or designee shall provide the necessary assistance to help ineligible students achieve the academic standards required by law.~~

Any decision regarding the eligibility of a homeless student, foster youth, or child of an active duty military family for extracurricular or cocurricular activities shall be made by the superintendent or designee in accordance with Education Code 48850 and 49701.

The ~~S~~superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular or cocurricular activities on or off campus, county students are subject to county school policies and regulations relating to student conduct. Students who violate county policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with board policy and administrative regulation. When appropriate, the superintendent or designee shall notify local law enforcement.

Annual Policy Review

The ~~B~~board and the ~~S~~superintendent shall annually review this policy and implementing regulations. **(Education Code 35160.5)**

Legal References:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to

regulation 35179 Interscholastic athletics; associations or consortia
35181 Students' responsibilities

48850 Participation of homeless students and foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49010-49013 Student fees

49024 Activity Supervisor Clearance Certificate

49700-49703 Education of children of military families

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), Coded Correspondence 10-11, July 20, 2010

WEBSITES

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

California Association of Directors of Activities: <http://www.cada1.org>

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

California Interscholastic Federation: <http://www.cifstate.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Adopted by Board ~~and Superintendent:~~ May 7, 2008

Revised by Board: _____

Kings County Board of Education and County Superintendent of Schools Administrative Regulation

AR 6145
Instruction

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

Definitions

~~Extracurricular activities are those programs that have all of the following characteristics: (Education Code 35160.5)~~

- ~~1. The program is supervised or financed by the Kings County Office of Education (KCOE);~~
- ~~2. Students participating in the program represent KCOE;~~
- ~~3. Students exercise some degree of freedom in the selection, planning or control of the program;~~
- ~~4. The program includes both preparation for performance and performance before an audience or spectators.~~

~~Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit and do not take place during classroom time. (Education Code 35160.5)~~

~~Cocurricular activities are programs that may be associated with the curriculum in a regular classroom. (Education Code 35160.5)~~

~~An activity is not an extracurricular or cocurricular activity if either of the following conditions applies: (Education Code 35160.5)~~

- ~~1. It is a teacher-graded or required program or activity for a course which satisfies the entrance requirements for admission to the California State University or the University of California;~~
- ~~2. It is a program that has as its primary goal the improvement of academic or educational achievement of students.~~

For purposes of applying eligibility criteria for student participation, extracurricular and cocurricular activities shall be defined as follows: (Education Code 35160.5)

- 1. Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit, do not take place during classroom time, and have all of the following characteristics:**
 - a. The program is supervised or financed by the school district.**
 - b. Students participating in the program represent the school district.**

c. Students exercise some degree of freedom in the selection, planning, or control of the program.

d. The program includes both preparation for performance and performance before an audience or spectators.

2. Cocurricular activities are programs that may be associated with the curriculum in a regular classroom.

An activity is not an extracurricular or cocurricular activity if either of the following conditions applies: (Education Code 35160.5)

1. It is a teacher-graded or required program or activity for a course which satisfies the entrance requirements for admission to the California State University or the University of California.

2. It is a program that has as its primary goal the improvement of academic or educational achievement of students.

Eligibility Requirements

The grade point average (**GPA**) used to determine eligibility **for extracurricular and cocurricular activities** shall be based on grades of the last previous grading period during which the student attended class at least a majority of the time. **If a student was not in attendance for all, or a majority of, the grading period due to absences excused by the school for reasons such as serious illness or injury, approved travel, or work, the GPA used to determine eligibility shall be the grading period immediately prior to the excluded grading period(s).** (Education Code 35160.5)

When a student becomes ineligible to participate in **extracurricular or cocurricular activities** in the upcoming ~~school-year~~ **grading period**, or when he/she is subject to probation, the principal or designee shall provide written notice to the student and his/her parents/guardians. ~~The principal shall also consult with the student's teacher(s) in deciding on a program of remediation to improve the student's academic progress.~~

Supervision

All extracurricular activities conducted under the name or auspices of a Kings County Office of Education school or any class or organization of the school, regardless of where the activities are held, shall be under the direct supervision of certificated employees. (5 CCR 5531)

Any noncertificated person working with students in a district-sponsored extracurricular student activity program shall possess an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing or shall have cleared a Department of Justice and Federal Bureau of Investigation

criminal background check prior to beginning his/her duties, in accordance with BP 4127/4227/4327 - Temporary Athletic Team Coaches. (Education Code 49024)

Adopted by Board ~~and Superintendent~~: May 7, 2008

Revised by Board: _____

DISCUSSION ITEM

DATE:	November 9, 2022
TOPIC:	Board Policy/ Superintendent Policy/ Administrative Regulation/Exhibit: 5141.2 Administering Medication.
ISSUE:	This board policy was last revised in 2015. Revisions presented for consideration today were made based on CSBA guidelines.
BACKGROUND:	The Board shall ensure that King County Office of Education policies align with the county's vision and goals, promote student achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.
RESOURCE:	Todd Barlow, Superintendent of Schools Educational Services todd.barlow@kingsco.e.org 559-589-2506
RECOMMENDATION:	This policy and administrative regulations was recently reviewed and revised. Discussion item – 1 st reading. Administration recommends revision and placement of policy for approval on the December agenda.

Kings County Board of Education and County Superintendent of Schools Board/Superintendent Policy

BP/SP 5131.6

Students

ADMINISTERING MEDICATION

The Kings County Board of Education ("Board") and the Kings County Superintendent of Schools ("Superintendent") believe that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program. To facilitate participation, the Board and Superintendent recognize that certain students may need to take prescribed medication during the school day.

Medication must be administered in accordance with a written health care provider statement and parental consent. The school nurse, or other persons designated by the Superintendent or designee, shall assist such students in taking their medication. The following statements are required before such assistance is given:

1. A written statement from the student's physician detailing the method, amount and time schedules for taking of the medication.
2. A written statement from the student's parent/guardian requesting the County Schools Office to assist the student in taking the prescribed medication.

Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The parent/guardian of a student on a continuing medication regimen from a nonepisodic condition shall inform the school nurse, or other designated certificated employee, of the medication being taken, the current dosage and the name of the supervising physician.

The school nurse, with the parent/guardian's consent, may communicate with the student's physician regarding the medication and its effects. The school nurse may also counsel with school personnel regarding the possible effects of the drug on the student's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose. The Superintendent or his designee shall inform the parent/guardian of every student of the above requirement.

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Anaphylaxis Treatment

(For use in for persons without individual physician written orders)

The Board and the Superintendent recognizes that increasing numbers of children and adults are experiencing life-threatening severe allergic reactions (anaphylaxis) which require an immediate administration of an epinephrine auto-injector in order to sustain life. This emergency reaction may occur in individuals with previously identified allergies as well as individuals who have no known history of anaphylaxis.

The Board recognizes that increasing numbers of children and adults are experiencing life-threatening severe allergic reactions (anaphylaxis), which require an immediate administration of an epinephrine auto-injector in order to sustain life. This emergency reaction may occur in individuals with previously identified allergies as well as individuals who have no known history of anaphylaxis.

The Board recognizes that the County Office of Education shall provide emergency epinephrine auto-injectors to school nurses and trained personnel who have volunteered and school nurses or trained personnel may use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from an anaphylactic reaction.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

Opioid Overdose

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

Adopted by Board: June 4, 1986

Revised by Board: December 6, 1989

Reviewed by Board: May 4, 1994

Reviewed by Board: May 7, 1997

Revised by Board: November 3, 1999

Reviewed by Board: May 10, 2006

Reviewed by Board: September 2, 2015

Reviewed by Board: November 09, 2022

Kings County Board of Education and County Superintendent of Schools Board/Superintendent Administrative Regulation

AR 5141.21

Students

ADMINISTERING MEDICATION

The following principles and procedures will be followed when a parent/guardian requests that a student be permitted to take medication at school:

1. The administration of medication to pupils shall be done only in exceptional circumstances wherein the child's health may be jeopardized without it and only when such administration has been requested and approved by the student's parents and physician.
2. Pupils requiring medications at school shall be identified to the school by parents and/or physician. Students observed by school personnel administering unauthorized medications to themselves will be reported to their parents.
3. After a pupil has been identified to the school as needing medication during school hours, the school nurse or properly appointed representative for the school shall make a home contact to identify the type, dosage and purpose of said medication.
4. A written statement shall be required of
 - a. the family physician, who shall indicate the necessity of said medication being given to the pupil during school hours.
 - b. the parents, who shall request and authorize the designated school personnel to give said medication in the dosage so prescribed by the physician.
5. Parents/guardians who request that a student be allowed to self administer, monitor or treat his/her existing medical condition must make this request in writing and provide written approval by the student's physician.
6. The parents will be requested to obtain from the physician a prescription for duplicate supplies of the said medication, one supply to be kept at home and one supply to be kept in a secure location at school. The school principal will designate the person at the school to be responsible for the supply of medication at the school. Both supplies shall contain the name and telephone number of the pharmacy, the pupil's identification, name of the physician, and dosage of the medication to be given. Taking the dosage shall be supervised by the school nurse or other designated school personnel at a time conforming with the physician's indicated dosage schedule.
7. Form letters to parents are designed to facilitate these procedures.
8. A list of pupils needing medication during school hours, including the type of medication, when to be given, and dosage, will be maintained at the local school in the principal's and/or school nurse's office. This list is to be reviewed and updated periodically.
9. Under no circumstances are school personnel to provide aspirin or any other patent medicine or nostrum to students.

Anaphylaxis Treatment

For use on persons without individual physician written orders

The Board and superintendent recognize that the epinephrine auto-injectors are to be furnished exclusively for use at the County Office of Education school sites and that a qualified supervisor of health (or administrator if there is no qualified supervisor of health) shall obtain from an authorizing physician and surgeon a prescription that, at minimum, includes one regular and one junior epinephrine auto-injector elementary and one regular for middle and high schools.

Pursuant to education Code §49414, a notice shall be distributed at least once a year to all staff that contains a description of a volunteer and a description of the training that the volunteer will receive. Trained volunteer personnel shall be provided with defense and indemnification for any and all civil liability, in accordance with, but not limited to, that provided in Division 3.6 (commencing with Section 810) or Title 1 of the Government Code. This information shall be reduced to writing, provided to the volunteer and retained in the volunteer's personnel file.

The Superintendent or designee may designate one or more volunteers to receive initial and annual refresher training, based on the standards set forth by the California Department of Education. Kings County Office of Education nursing staff shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(Exhibits Attached)

Legal References:

EDUCATION CODE

49423

49480 Pupil health: epinephrine auto-injectors

49414 (e) (2) (E)

4119.2 (a)

4119.2 (b)

49414 (c)

49414 (d)

49414 (e)(1),(2),(3),(4)

CCR:

5 CCR 604

Adopted by Board: June 4, 1986

Reviewed by Board: December 6, 1989

Reviewed by Board: February 1, 1995

Reviewed by Board: May 7, 1997

Revised by Board: November 3, 1999

Reviewed by Board: May 10, 2006

Reviewed by Board: September 2, 2015

Reviewed by Board: November 09, 2022

Kings County Board of Education and County Superintendent of Schools Board/Superintendent Exhibit

EX 5141.21

Students

Notification of Volunteer Agreement for Training in Administration of Epinephrine Auto-Injector

Current law (SB 1266) now requires schools to provide emergency epinephrine for individuals who may be experiencing anaphylaxis. Anaphylaxis is a severe allergic reaction which can occur after exposure to an allergen, an insect sting or even (rare) after exercise. Without immediate administration of epinephrine and summoning Emergency Medical Services (911), death could occur. Certain individuals may experience anaphylaxis that have no known previous history to an allergy and therefore, may not have their own prescription.

Legislation allows for a school nurse or a trained volunteer to administer an epinephrine auto-injector to an individual who is exhibiting potentially life-threatening symptoms of anaphylaxis after exposure or ingestion of an allergen. Training will be provided to the volunteer on signs and symptoms of anaphylaxis, how to administer the epinephrine auto-injector, calling EMS (911) and any follow up documentation or actions required.

Staff members who volunteer to be trained are protected under the law and will be provided defense and indemnification by the school district for any and all civil liability.

This notification is provided annually to all staff. If you are willing to be identified as a volunteer and be trained, please complete the section below and submit it to your site administrator.

Signature

Printed Name

Date

Epinephrine Indemnity Acknowledgment

Pursuant to Education Code section 49414(j), as a volunteer of the Kings County Office of Education (*school site*) trained to use epinephrine auto injectors to provide emergency medical aid, you are hereby advised that you are protected by the following provisions of California law regarding civil liability for your actions in the course of scope of you serving as a volunteer in this capacity.

California law provides specific legal obligations for an employer to defend and indemnify you in litigation against you, and these obligations are set forth in separate statutes in California's Government Code.

The obligation to provide a defense for you if you are sued as a result of volunteer related incidents is set forth in Government Code section 995, which provides in part:

Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.

The obligation to indemnify you against a civil judgment or award is set forth in Government Code section 825(a), which provides in part:

Except as otherwise provided in this section, if an employee or former employee of a public entity requests the public entity to defend him or her against any claim or action against him or her for an injury arising out of an act or omission occurring within the scope of his or her employment as an employee of the public entity and the request is made in writing not less than 10 days before the day of trial, and the employee or former employee reasonably cooperates in good faith in the defense of the claim or action, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed.

By signing below, I acknowledge receipt of this notification

Employee's Signature

Employee's Printed Name

Date

cc: Employee's Personnel File

Legal References:

EDUCATION CODE

49423

49480 Pupil health: epinephrine auto-injectors

49414 (e) (2) (E)

4119.2 (a)

4119.2 (b)

49414 (c)

49414 (d)

49414 (e)(1),(2),(3),(4)

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.3 Emergency medical assistance; administration of medication for opioid overdose

49414.5 Providing school personnel with voluntary emergency training

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

4119.2 Acquisition of epinephrine auto-injectors

4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

HEALTH AND SAFETY CODE

11362.7-11362.85 Medicinal cannabis

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 21

812 Schedules of controlled substances

844 Penalties for possession of controlled substance

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Program Advisory on Medication Administration, 2005

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES

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

American Diabetes Association: <http://www.diabetes.org>

California Department of Education: <http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

Adopted by Board: June 4, 1986

Revised by Board: December 6, 1989

Reviewed by Board: May 4, 1994

Reviewed by Board: May 7, 1997

Revised by Board: November 3, 1999

Reviewed by Board: May 10, 2006

Reviewed by Board: September 2, 2015

Reviewed by Board: November 09, 2022

Kings County Office of Education