

REGULAR BOARD MEETING

11/09/2022 [03:00 PM]

REGULAR BOARD MEETING OF NOVEMBER 9, 2022

For the Regular Board Meeting of November 9, 2022, at 3:00 p.m., in the Redwood CDEF meeting room at the Jim Vidak Education Center, 6200 S. Mooney Blvd., Visalia, California.

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Welcome
- c. **Reception**

2. ADA ACCOMMODATION REQUIREMENT

Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting must make a request in writing to the Office of the County Superintendent of Schools, 6200 South Mooney Boulevard, Visalia, California, P.O. Box 5091, 559/733-6301. A request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required and the name and telephone number of the person making the request. The written request should be made as soon as possible and no later than 2 days before the meeting. The agenda, agenda packet and any written documents distributed to the board during a public meeting will be made available in appropriate alternative formats upon request by a person with a disability as required by the Americans with Disabilities Act.

Written documents concerning agenda items are available for public inspection during normal business hours within 72 hours of a regular board meeting at the Tulare County Office of Education, 6200 South Mooney Boulevard, Visalia, California.

3. PUBLIC COMMENTS

Members of the public may address the board on any agenda item, or other item of interest within the subject matter jurisdiction of the board during the public comment period. Agenda items may also be addressed by the public at the time they are taken up by the board. The board is not able to discuss or take action on any item not appearing on the agenda. A five-minute time limit can be imposed on public input for individuals/issues as deemed necessary.

4. ACTION ITEMS

4.a. Routine Matters

4.a.a. Consent Calendar -- Consideration and Approval

- a. Approval of Minutes for the Regular Board Meeting of October 12, 2022, Encl. No. 1

- b. Authorization of Countywide Registration of Credentials, Encl. No. 2
- c. Authorization of Temporary County Certificates, Encl. No. 3
- d. Authorization of Countywide Emergency Permit Applications, Encl. No. 4

4.b. Old Business

4.c. Second Reading, Board/Superintendent Policy 1312.3 - Uniform Complaint Procedures -- **Dedi Somavia**, Encl. No. 5

4.d. Second Reading, Board/Superintendent Policy 1312.4 - Williams Complaint Policies and Procedures -- **Dedi Somavia**, Encl. No. 6

4.e. Second Reading, Board Policy 5141.21 - Administering Medication and Monitoring Health -- **Julie Berk**, Encl. No. 7

4.f. New Business

4.g. Presentation of Rockford School District -- **Caron Borba**, Encl. No. 8

4.h. First Reading, Board Policy 6173 -Education for Homeless Children -- **Courtney Venegas**, Encl. No. 9

4.i. First Reading, Administrative Regulation 6173 - Education of Homeless Children -- **Courtney Venegas**, Encl. No. 10

4.j. Presentation of Williams/Valenzuela Uniform Complaint Report Third Quarter of 2022 -- **Dedi Somavia**, Encl. No. 11

4.k. Consideration and Approval, Contract Amendment, State of California - Department of Health Care Services, 21-10068 A03 -- **Lynne Goodwin**, Encl. No. 12

4.l. Consideration and Approval, California Department of Education Agreement, CN220114 (\$1,000,000) -- **Lynne Goodwin**, Encl. No. 13

4.m. Consideration and Approval, Infant Discretionary Funds Grant 2021-2022 (\$102,029) -- **Tammy Bradford**, Encl. No. 14

4.n. Consideration and Approval, Special Education Alternate Dispute Resolution Grant 2022-2023 (\$14,922) -- **Tammy Bradford**, Encl. No. 15

4.o. Consideration and Adoption, Authorization to Seek Proposals for Student Transportation Services -- **Jeff Ramsay**, Encl. No. 16

4.p. Consideration and Approval, Set Date for Annual Organizational Meeting -- **Tim A. Hire**, Encl. No. 17

5. Information (Non-Discussion Items)

- a. Letters and Communication/Correspondence
- b. Reports from Superintendent and Staff
- c. Reports from Board, Information and Questions

6. Next Scheduled Board Meeting

- a. **December 12, 2022 (Monday)** - 3:00 p.m.

7. Adjournment

**TULARE COUNTY BOARD OF EDUCATION
MINUTES**

The Tulare County Board of Education met on Wednesday, October 12, 2022, at 3:00 p.m. for a regular board meeting in the Redwood CDEF meeting room at the Jim Vidak Education Center, 6200 S. Mooney Boulevard, Visalia, California.

| | |
|---|---|
| PRESENT Board Members | Tom Link, President Joe Enea, Vice President Judy Coble Pat Hillman Debby Holguin Celia Maldonado-Arroyo Chris Reed Tim A. Hire, Ex-Officio Secretary |
| PRESENT Staff Members | Julie Berk, Assistant Superintendent, Student Support Services Dr. Fernie Marroquin, Assistant Superintendent, Business Services Andrea Perez, Assistant Superintendent, District Support Services Dedi Somavia, Assistant Superintendent, Human Resources Rob Herman, Communications Director John Davis, Administrator, Leadership Support Services Kelley Petty, Character Counts! Coordinator Jennifer Fisher, Administrative Secretary Jody Arriaga, Director, Internal Business Services Arturo Figueroa, Civic/Economics Teacher, UPHS Marlene Moreno, Executive Assistant to the Superintendent Christina Rodriguez, Manager, School Health Sarah Hamilton, Administrator, Special Services Justin Paredes, Administrator, Leadership Support Services |
| GUESTS | Guests as listed in the register including Janae Castellani and Tony Rodriguez. |
| CALL TO ORDER Pledge of Allegiance/ Welcome | Board President Tom Link welcomed everyone and called the meeting to order. Chris Reed led the Pledge of Allegiance. |
| ADA ACCOMMODATIONS | Mr. Link announced that ADA accommodations had been met. |
| PUBLIC COMMENT | Members of the public did not address any matter of jurisdiction. |

| | |
|--|---|
| CONSENT CALENDAR | It was moved by Coble, seconded by Hillman to approve the consent calendar to include minutes for the Regular Board Meeting of September 14, 2022, Countywide Registration of Credentials, Temporary County Certificates, Emergency Permits and listed donation. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo. |
| RESOLUTION 22/23-07 2022 RED RIBBON WEEK (Oct 24-Oct 28) | Jennifer Fisher asked the Board to approve Resolution 22/23-07 proclaiming the 2022 TCOE Red Ribbon Week to be October 24 through October 28, 2022. This year proceeds will go to CASA. She also explained that fundraising events will take place in-person this year. The Tulare County Red Ribbon event will take place at the Valley Strong Ballpark on October 27. It was moved by Joe, seconded by Holguin to approve Resolution 22/23-07. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo. |
| RESOLUTION 22/23-05 OCTOBER 2022 AS CHARACTER COUNTS MONTH | Kelley Petty requested the Board approve Resolution 22/23-05 to proclaim October 2022 as Character Counts (CC!) Month. Kelley shared one story of the Pillar of Caring about a student named Alex. There were three different teachers from another school that nominated a student named Diego. Each teacher didn't know that any other teachers had nominated him for this pillar. It was moved by Hillman, seconded by Reed to approve Resolution 22/23-05. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo. |
| RESOLUTION 22/23-06 OCTOBER 16-22, 2022, AS CHARACTER COUNTS WEEK | Kelley Petty asked for the Board's approval on Resolution 22/23-06 proclaiming October 16 through October 22, 2022, as Character Counts (CC!) Week. She reported that there were over 4,000 nominations this year. It was moved by Maldonado-Arroyo, seconded by Enea to approve Resolution 22/23-06. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo. Mr. Hire complimented the efforts of Kelley and her staff of bringing CC! eventually to all schools in Tulare County. So far, we have 154 schools on board. |
| STATE SEAL OF CIVIC ENGAGEMENT CRITERIA FOR UPHS | Arturo Figueroa asked the Board to approve the criteria for the State Seal of Civic Engagement for UPHS students to have this on their high school diplomas. It was moved by Maldonado-Arroyo, seconded by Reed to approve the State Seal criteria. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo. |

CONSOLIDATED
APPLICATION FOR
FUNDING 2022-2023

John Davis presented the Consolidated Application for Funding 2022-2023, known as the Con-App. We are applying for all programs except for the Title III, Immigrant Program. We do not quality for this program. We are projecting that the awards will be similar to previous years. It was moved by Enea, seconded by Coble to approve the Consolidated Application for 2022-2023. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo

PRESENTATION OF
THE WILLIAMS CASE
MONITORING
ANNUAL REPORT

Justin Paredes advised the Board that the Williams Case monitoring is required for schools identified by the CDE. Leadership Support Services staff conducted the annual monitoring sufficiency of instructional materials, “Clean, Safe, and Functional” Facilities and verification of SARC data. Twenty-five percent of the visits are unannounced. There were 40 schools that were assessed this year. Most, were exemplary and good regarding facilities review. Half of these were new to being visited. There were nine classrooms noted that need to be rebuilt due to dry rot at Alta Vista Elementary. Chris Reed wanted to know if the charter schools would be monitored also. Mr. Paredes said their monitoring would take place for their facilities and instructional materials as well.

PRESENTATION OF
THE LEARNING
COMMUNITIES FOR
SCHOOL SUCCESS
PROGRAM, COHORT
5, ANNUAL
PROGRESS REPORT

Julie Berk presented the Learning Communities for School Success Program, Cohort 5, Annual Progress Report on behalf of Frank Silveira. We entered into this grant with Visalia Unified two years ago. We have one full-time person serving just VUSD. We use three different types of curriculums: “Why Try”, staff and training counselors. This program will continue for one more year.

PUBLIC HEARING
FOR ADOPTION OF
EXTENDED SCHOOL
YEAR WAIVER

Sarah Hamilton requested a public hearing for comment regarding adoption of the Extended School Year Waiver. This would allow our extended summer session to be adjusted from 19 days to 15 days. Mr. Link opened the public hearing at 3:41 p.m. The public hearing was closed at 3:43 p.m. with no public comments received.

ADOPTION OF
EXTENDED SCHOOL
YEAR WAIVER

It was moved by Maldonado-Arroyo, seconded by Holguin to adopt the Extended School Year Waiver. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo.

ESTABLISHING
APPROPRIATIONS
LIMITS (GANN)
RESOLUTION 22/23-08

Jody Arriaga requested the Board’s approval on the Resolution No. 22/23-08. The Education Code requires the board to adopt a resolution to identify the estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year on or before October 15 each year.

For 2022-2023 fiscal year, we have an estimated appropriations limit in the amount of \$11,827,500.42 and for the 2021-2022 fiscal year identified the actual appropriations limit of \$10,826,148.21. It was moved by Enea, seconded by Maldonado-Arroyo to approve the GANN, Establishing Appropriations Limits. Motion unanimously carried with the following votes: Ayes: Coble, Reed, Enea, Hillman, Holguin, Link and Maldonado-Arroyo.

FIRST READING OF
BOARD/
SUPERINTENDENT
POLICY 1312.3
UNIFORM
COMPLAINT
PROCEDURES

Dedi Somavia advised the Board that this was the first reading of the Board/ Superintendent Policy 1312.3, Uniform Complaint Procedures. How to file it, what the process is and how or when to post it. Action will be taken on this agenda item at the November board meeting.

FIRST READING OF
BOARD/
SUPERINTENDENT
POLICY 1312.4
WILLIAMS
COMPLAINT
POLICIES AND
PROCEDURES

Dedi Somavia advised the Board this was the first reading of the Board/ Superintendent Policy 1312.4, Williams Complaint Policies and Procedures. This is to make necessary revisions to complaints regarding deficiencies or lack of instructional materials, and facilities in schools. Action will be take on this agenda item at the November board meeting.

FIRST READING OF
BOARD POLICY
5141.21
ADMINISTERING
MEDICATION AND
MONITORING
HEALTH

Christina Rodriguez presented the first reading of Board Police 5141.21, Administering Medication and Monitoring Health. In her Powerpoint, it was stated per Ed Code 49414.3, any school district, county office of education, or charter school electing to utilize naloxone hydrochloride (Narcan Nasal Spray) or another opioid antagonist for emergency aid shall: distribute a notice at least once per school year to all staff that contains the description of the training that the volunteer will receive and the right of the employee to rescind their offer to volunteer, trained volunteer personnel will be provided with defense and indemnification for any and all civil liability. Naloxone Training is to be provided at least annually by the Credentialed School Nurse for personnel who would like to volunteer to be trained.

Data shows there is a rise in opioid overdose deaths. Between 2018 to 2020, Fentanyl, a synthetic opioid, use is on the rise. Fentanyl-related overdose deaths increased by 625 percent. There were 63 overdose deaths related to Fentanyl in 2021 in Tulare County. Christina said school districts have to go to their board to get this policy approved. They need to make sure that this particular staff member is CPR trained. This will be an action item in the November board meeting.

SUPERINTENDENT'S REPORT

Superintendent Hire advised the Board that our café, Redwood Center Café, has opened and is being run by CBI students, ages 18-22. Thanks to Sarah Hamilton and her staff. They are open Tuesdays and Thursdays, 9-11:00 a.m. and provide coffee and pastries. This café is giving these students life skills.

Mr. Hire advised that ActVnet had a final run through with Sundale on Monday. They were able to mark their kids present or injured. It was a successful training/drill. It looks like we could have five schools completely up and running by the end of the month. Possibly on November 3rd, Mr. Hire will be presenting to Los Angeles Unified School District Police Department. They will be increasing the number of staff for this new division. The person who founded Sandy Hook foundation wants to partner with us and promote ActVnet as well. We are also in the process of securing a 15,000 square foot building for space for ActVnet staff located behind Milan school adjacent to TCOE.

Mr. Hire advised that he, Dedi Somavia, Kelley Petty, Tammy Bradford and a few others from TCOE will be attending a "What's Right in Education" conference in Florida. He also mentioned that Marvin Lopez, at the request of the federal government, was in Florida recently to discuss the teacher shortage. They are interested in using our virtual teacher platform to recruit teachers.

If you haven't already, don't forget to RSVP for Excellence in Education breakfast on November 2.

We have had our Fall Institute, historically, in November. We have moved this event now to January 19 with a new name, District Leadership Institute.

Pat Hillman introduced Tony Rodriguez, Pat's replacement, to the Board. Mr. Rodriguez was present at the meeting and gave the Board a quick background on himself. He was raised in Porterville and went to Monache High School. He started his educational career in San Jose. Then he returned to the valley and taught math at Tulare Jt. Union High School where he retired as their superintendent.

NEXT SCHEDULED MEETING

November 9, 2022 at 3:00 p.m. Redwood Rooms CDEF

ADJOURNMENT

Meeting adjourned at 4:10 p.m.

CREDENTIALS REGISTERED

November 9, 2022

| | | | |
|-----------|------|----|--------------------------|
| 220227766 | SC1A | P5 | ABRICA GERARDO |
| 220230565 | SA15 | EM | ACOSTA KARINA J |
| 220248935 | TC10 | ML | AGAVO JESUS |
| 220233491 | TC2 | CL | AGUILAR HEATHER M |
| 220227467 | SUBP | EM | ALDACO LILIANA |
| 220230938 | SA15 | EM | ALFARO GONZALEZ MONICA |
| 220108448 | SUBT | EM | ALMARAZ PEREZ VERONICA |
| 220246894 | SUBT | EM | ALONSO AMBER |
| 220250491 | TC10 | ML | ALVARADO ALYSSA |
| 220239336 | TC13 | ML | ALVARADO BRENDA |
| 220234711 | TC2 | CL | ALVARADO SYLVIA |
| 220241133 | TC14 | SL | ALVAREZ ALIA |
| 220233601 | SUBP | EM | ALVAREZ ERICA |
| 220244823 | SUBP | EM | ALVAREZ REYES MARYDALIA |
| 220231016 | SUBP | EM | ALVAREZ RICARDO A |
| 220229704 | SUBP | EM | ALVAREZ-HERNANDEZ YARELY |
| 220240712 | SUBP | EM | AMBRIZ MARINA REBEKA M |
| 220226587 | TC10 | ML | AMEZCUA-SANCHEZ KARYSSA |
| 220241089 | TC13 | ML | ANDERSON OLIVIA |
| 220230894 | SUBP | EM | ANDRADE LORENA C |
| 220242535 | CTE | P3 | ANDRADE SUZANNA K |
| 220228396 | SUBP | EM | ANDRADE VARGAS AGUSTIN |
| 220239497 | P12C | CD | ANDRADE-BEDOLLA ALICIA |
| 220230607 | TC13 | ML | ANGULO PRISCILA |
| 220244556 | SUBP | EM | ANINION SHEILA M |
| 220232740 | SC8 | CL | AQUINO VANESSA |
| 220245166 | TC2 | CL | ARCHULETA CORRINA |
| 220231274 | TC13 | SE | ARCHULETA PAULINE C |
| 220225828 | SUBP | EM | ARELLANO MARISA L |
| 220228842 | SUBP | EM | ARNOLD JORDAN |
| 220236412 | SC3A | CL | ARNOLD NAN J |
| 220236465 | SC1A | CL | ARNOLD NAN J |
| 220230045 | TC1 | P5 | ASTON LUKE A |
| 220229683 | SUBP | EM | ATKINS STACY L |
| 220225495 | TC10 | SL | AVILA RICARDO E |
| 220249309 | TC10 | ML | AVINA KELSIE |
| 220245187 | TC2 | CL | BADER JACQUELINE N |

| | | | |
|-----------|------|----|-------------------------|
| 220245186 | TC3S | L2 | BADER JACQUELINE N |
| 220250689 | TC10 | SL | BAFFO BRIANA |
| 190126844 | TC2 | CL | BALDERAS LUIS |
| 220231986 | TC1 | CL | BARAJAS CARLOS C |
| 220245243 | SUBP | EM | BARAJAS VARGAS VERONICA |
| 220060709 | TC2 | P5 | BARBA MARIA |
| 220229104 | SUBP | EM | BASALDUA MELINDA B |
| 220249371 | SUBP | EM | BEARDSLEY MCKENZIE |
| 220231907 | TC1 | CL | BENEVENTO CHANDRA A |
| 220230645 | TC14 | ML | BESE MATTHEW |
| 220227622 | TC10 | ML | BLACKBURN JACOB |
| 220245168 | TC2 | CL | BOHLAND NANCY A |
| 220233164 | SUBP | EM | BOLAND JACOBI D |
| 220210012 | TC3S | CL | BOYER SELENIA |
| 220239912 | TC2 | CL | BRAGG KATHY |
| 220242600 | SC1A | CL | BROWN MONICA |
| 220247943 | SUBP | EM | BRUMLEY AUSTIN |
| 220170649 | TC4F | OO | BRUNO SUSAN |
| 220240303 | SUBT | EM | BURGARA CHRISTIAN |
| 220161108 | TC2 | P5 | BURKEY CHASI |
| 220247530 | TC10 | ML | BURRIS JACQUILLA |
| 220243509 | TC1 | P5 | BURRUSS ELAINE |
| 220153188 | TC2 | CL | BUTLER MARK |
| 210145833 | TC2 | P5 | BUTLER SARAH |
| 220230711 | TC13 | SL | BYUS JACOB |
| 220248884 | SUBP | EM | CABALLERO DANIEL |
| 220228257 | SUBP | EM | CABELLO SR ARTHUR A |
| 220227634 | TC10 | SE | CABRERA VICTOR |
| 220244272 | TC14 | ML | CALDERON DOMONIC |
| 220246312 | SUBP | EM | CALDERON PATRICIA |
| 220233034 | SUBP | EM | CALHOUN ASHLEE N |
| 220241953 | SUBP | EM | CALO VANESSA |
| 220244396 | SUBP | EM | CAMACHO ALFREDO |
| 220233457 | SUBP | EM | CAMACHO GARAY ERICKA |
| 220242886 | TC3S | L2 | CAMAQUIN JAYBOY S |
| 220240805 | TC13 | ML | CAMPOS BREANNA |
| 220242929 | P12E | CD | CAMPOS SUSAN A |
| 220226213 | SUBP | EM | CANALES BRENDA |
| 220232490 | SUBP | EM | CAPPUCCIO RHONDA L |
| 220245903 | SA13 | EM | CARBAJAL MARILU |
| 220225082 | TC2 | P5 | CARBAJAL MARILU |
| 220225378 | SUBP | EM | CARRANZA BERTHA A |
| 220243897 | TC2 | CL | CARRASCO CHRISTA B |
| 210264696 | TC2 | P5 | CARREON LISELDA |

| | | | |
|-----------|------|----|-----------------------------|
| 220226908 | SUBT | EM | CARREON-HERRERA LIZBET |
| 220156069 | TC2 | CL | CASAS GENARO |
| 220231331 | TC1 | CL | CASTANEDA MANUEL O |
| 220225344 | SUBP | EM | CASTRO AYLIN |
| 220237345 | TC13 | ML | CASTRO CANCHOLA MARIA D |
| 220239679 | TC1 | CL | CELUM JOHN A |
| W22001554 | SUBP | WV | CERDA ROJAS MAYRA |
| 220236393 | CTE | P3 | CERVANTES GLORIA |
| 220242105 | SUBP | EM | CERVANTES RAMIREZ ELIZABETH |
| 220244798 | SUBP | EM | CHAMBERLIN KRISTINA D |
| 220234779 | TC1 | CL | CHAVEZ ADAMS KRISHNA A |
| 220232971 | SUBP | EM | CHAVIRA DYVANEE R |
| 220231657 | SUBP | EM | CHEATWOOD PHILIP O |
| 220240306 | SUBT | EM | CHILDRESS HEATHER J |
| 220248612 | TC13 | SL | CHRISTENSON PATIENCE |
| W22001565 | SA14 | WV | CISNEROS CISNEROS LLISEL |
| 220231429 | TC1 | CL | CLOER DANIEL J |
| 220227354 | P12C | CD | COFFER SKYLA R |
| 220229087 | CTE | P3 | COFFMAN KYLE E |
| 220244549 | SUBP | EM | COLLINS KATLYN |
| 220232879 | TC1 | CL | CONRAD JONATHAN M |
| 220225179 | SC1A | P5 | CONTRERAS ANGELINA M |
| 220233521 | TC2 | CL | COOK CHRISTINA R |
| 180008340 | SC1A | CL | COOLEY THOMAS |
| 220250495 | TC10 | SL | CORONA FABIAN |
| 220241047 | TC13 | ML | CORONA LEMUS ANGEL |
| 220243351 | SUBP | EM | CORONA LOPEZ MARIA G |
| 220234863 | TLA1 | AL | CORRALES ALBERTO B |
| 220235872 | SUBP | EM | CORREIA PHILLIP R |
| 220244547 | SUBP | EM | CORTEZ KIMBERLY |
| 220228762 | SUBP | EM | CORTEZ-DELGADO VALENTIN |
| 220116013 | TC2 | P5 | COTA NICOLE |
| 220226646 | P12D | CD | CRANSTON LENA B |
| 220226279 | TC3H | CL | CROOKSHANKS CATHLEEN A |
| 220244543 | SUBP | EM | CRUM MARTIN |
| 220244543 | SUBP | EM | CRUM MARTIN |
| 220237116 | SUBP | EM | CRUZ ALAYZA |
| 220232985 | SUBP | EM | DAVIS ALLISON |
| 220233257 | P12F | CD | DAVIS LORENA L |
| 220240529 | SC3A | CL | DEAN JENNIFER |
| 220250348 | TC10 | SL | DELGADO ESIAS |
| 220238749 | P12C | CD | DELGADO LUNAR DIANA |
| 220229489 | TC3S | CL | DEPUE CRYSTAL L |
| 220244109 | SUBP | EM | DEVRIES LINDSEY M |

| | | | |
|-----------|------|----|---------------------------|
| 220243751 | SA12 | C8 | DEWITT MOLLY |
| 220230651 | TC13 | ML | DIAS SYDNEY |
| 220230651 | TC13 | ML | DIAS SYDNEY A |
| 220231695 | SUBP | EM | DIAZ LORENZO |
| 220242508 | SUBP | EM | DOHERTY PRESLIE |
| 220230733 | TC2 | CL | EDWARD MARAYA R |
| 220245603 | TC2 | CL | EDWARDS MONICA E |
| 220232257 | TLA1 | AL | EDWARDS-VASQUEZ NICOLE B |
| 220235551 | TC2 | CL | EFSEAFF DEBORAH |
| 220222298 | SUBP | EM | ELSZY KRISTI |
| 220232829 | SUBP | EM | ERICKSON KATHLEEN |
| 220243051 | SUBT | EM | ERIVES BRIANA |
| 220226578 | P12E | CD | ESPINO CYNTHIA |
| 220240524 | SC1A | CL | ESPINO MIGUEL A |
| 220145126 | TC2 | P5 | ESPINOZA OROZCO JANETH |
| 220234444 | TC13 | SL | ESPITIA EDUARDO |
| 220230635 | TC14 | ML | ESTRADA-TSUBOI CONCEPCION |
| 220244899 | SUBP | EM | ETRATA MICAELA E |
| 220235281 | SA15 | EM | FARFAN RUIZ MARIA P |
| 220206479 | TC1 | CL | FARLEY JONATHAN |
| 220206480 | SC1A | CL | FARLEY JONATHAN |
| 220233029 | SUBP | EM | FARMER GORDON |
| 220229841 | SUBP | EM | FEIERBACH KIMBERLEE |
| 220243053 | SUBT | EM | FEIJO HANNAH A |
| 190119930 | TC2 | CL | FESPERMAN LISA |
| 220230553 | SUBP | EM | FINLEY KELSEY |
| 220234581 | SUBP | EM | FISHBOUGH STEVEN H |
| 220228147 | SUBP | EM | FLORES JESSICA |
| 220231572 | SUBP | EM | FLORES TINA L |
| 220237299 | TC1 | CL | FOCKE KELLY K |
| 220245259 | SUBP | EM | FORNER DOMINIC |
| 220244414 | SUBP | EM | FOUGHT ARIANA |
| 220241963 | TC1 | CL | FRANCO ALICIA |
| 220230283 | TC1 | CL | FREEL MICHAEL S |
| 220225535 | SA13 | EM | FRIEDENBERG MICHAEL J |
| 220232136 | TC1 | CL | FULLER ERIC E |
| 220226285 | SUBP | EM | GAMA DAVID |
| 220237195 | SUBP | EM | GARCIA ASHLYN M |
| 220229682 | TC4V | CL | GARCIA DIANA |
| 220245262 | SUBP | EM | GARCIA HECTOR |
| 220235957 | SUBP | EM | GARCIA KATALINA |
| 220233002 | TC13 | SE | GARCIA KATRINA |
| 220246133 | SUBP | EM | GARCIA KIERSTEN B |
| 220235004 | TC2 | CL | GARCIA-PHILLIPS MICHELE A |

| | | | |
|-----------|------|----|---------------------------|
| 220235005 | TC3S | L2 | GARCIA-PHILLIPS MICHELE A |
| 220237986 | SC1A | P5 | GARCIA-QUIHUIZ LORENA |
| 220241793 | TC13 | SL | GARSDIE STEVEN |
| 210040024 | P12C | CD | GARZA ELENA |
| 220181056 | SUBP | EM | GARZA ELENA |
| 220157093 | TC1 | CL | GEHRETT MATTHEW |
| 220210672 | SUBP | EM | GEIVET DEANNA |
| 220232898 | TC3S | L2 | GIMLIN BENJAMIN A |
| 220225346 | CTE | CL | GLASPIE JOYCE M |
| 220225221 | SUBT | EM | GOMEZ MAKAYLA |
| 220229594 | SUBP | EM | GOMEZ-CONTRERAS EMMA S |
| 220229468 | TC10 | SL | GOMEZ-QUINTANAR YELINET |
| 220216599 | SUBP | EM | GONZALES LORI |
| 220238873 | SUBP | EM | GONZALEZ ANDREA |
| 220227345 | TC3S | IN | GONZALEZ CHRISTIAN R |
| 220156102 | TC1 | CL | GONZALEZ HECTOR |
| 220239312 | TC2 | P5 | GONZALEZ NATALIE |
| 220225118 | SUBP | EM | GONZALEZ VIVIAN |
| 220225220 | SUBT | EM | GONZALEZ-BRAVO DAISY |
| 220230872 | SUBP | EM | GOODIN KATIE M |
| 220230385 | SUBP | EM | GOODWIN ROY D |
| 220233643 | SUBP | EM | GOULBOURNE ARIANA C |
| 220240083 | TC2 | CL | GREGERSON SCOTT A |
| 220225232 | SUBP | EM | GRICEWICH JEFFERY S |
| 220234974 | SUBP | EM | GUERRA ROSIO |
| 220238818 | TC1 | CL | GUERRERO DANIEL |
| 220233548 | CTE | CL | GUTHRIE PATRICIA J |
| 220235241 | P12C | CD | GUTIERREZ ALCANTAR VIOLA |
| 220248759 | TC10 | ML | GUTIERREZ ANTHONY |
| 220117838 | SC5 | CL | GUTIERREZ DIANA |
| 220241851 | TC13 | SE | GUTIERREZ JOEVANNA |
| 210263653 | TC2 | P5 | GUTIERREZ MARIA |
| 220231418 | TC13 | SE | GUTIERREZ MICHAEL A |
| 220241544 | TC10 | SL | GUTIERREZ WENDOLIN |
| 220245155 | SUBP | EM | GUZMAN GONZALEZ LILIANA |
| 220128033 | SUBP | EM | GUZMAN HERNANDEZ YARITZA |
| 220181859 | P12E | CD | GUZMAN HERNANDEZ YARITZA |
| 220233204 | TC13 | ML | GWINN STEPHANIE |
| 220237008 | TC1 | CL | HAAS LAWRENCE E |
| 220235420 | SC1A | CE | HACHEE ALICIA E |
| 220245540 | SUBP | EM | HALE LOTELLA A |
| 220233015 | SUBP | EM | HALSEY CODI |
| 220238452 | TC2 | CL | HANKE BRANDON S |
| 220244419 | SUBP | EM | HANSEN GRACE L |

| | | | |
|-----------|------|----|---------------------------|
| 220074000 | SC5 | CL | HARDY DARREN |
| 220228509 | SUBP | EM | HARRIS NATASHA |
| 220233531 | TC2 | CL | HARRISON LAURA P |
| 220241107 | TC13 | ML | HASKINS NICKOLAUS |
| 220242102 | TC2 | CL | HAWKINS JULIE I |
| 220063262 | TC2 | CL | HELIN JENNIFER |
| 220244029 | SUBP | EM | HERNANDEZ ALEX |
| 220225547 | SUBP | EM | HERNANDEZ ANTONIO P |
| 220243487 | P12C | CD | HERNANDEZ DESTINY C |
| 220235370 | TC1 | CL | HERNANDEZ DIEGO |
| 220157669 | TC3S | CL | HERNANDEZ ERICA |
| 220242075 | SUBP | EM | HERNANDEZ JOSE S |
| 220235459 | TC2 | CL | HERNANDEZ ROXANNE R |
| 220227170 | SA15 | EM | HERRERA KENIA J |
| 220228171 | SUBP | EM | HOLMES BRANDI B |
| 220234858 | TC13 | ML | HOLMES CHLOE A |
| 220230162 | SUBP | EM | HOLZSCHUH TAMMY D |
| 220229424 | TC13 | SE | HORSTING LACIE A |
| 220226954 | SUBT | EM | HUERTA SAMANTHA M |
| 220230948 | SA13 | EM | HUGHAN LINDSTRAND DEVRI S |
| 220227417 | TC2 | CL | HUGHES CHERI |
| 220237275 | TC2 | CL | HULSEY CASSIE L |
| 220239255 | TC2 | CL | HUNNICUTT LISHA J |
| 220248193 | P12C | CD | IBARRA AIDE |
| 220230368 | TC13 | ML | IBARRA CECELIA |
| 220134025 | SC5 | CL | IBARRA SILVA KARINA |
| 220240126 | TC1 | CL | ISHIDA SETH D |
| 220227360 | SC1A | P5 | ISLAS DIANA C |
| 220231604 | TC2 | CL | JANTZEN KELLY D |
| 220231605 | SC5 | CL | JANTZEN KELLY D |
| 220231606 | TC3S | L2 | JANTZEN KELLY D |
| 220228079 | TC2 | CL | JENSEN NICKLAS J |
| 210118894 | TC2 | P5 | JENSEN-PADILLA CHELSEA |
| 220241906 | SUBP | EM | JOHNSON BRIANNA R |
| 220232746 | SC1A | CE | JOHNSON DONA K |
| 220237040 | TC1 | CL | JONES LAURIE L |
| 220228162 | SUBP | EM | JONES TYLER |
| 220234252 | CTE | CL | JORDAN MONICA L |
| 220232770 | TLA1 | AL | KAPPES ANTONY C |
| 220231383 | TC3S | CL | KELM SUSAN L |
| 220231317 | SUBP | EM | LANGFORD AURORA |
| 220225239 | TC1 | CL | LAPADULA JORDAN N |
| 220232571 | SUBP | EM | LARCO SOPHIA S |
| 220231330 | SUBP | EM | LEDEZMA YAILIN |

| | | | |
|-----------|------|----|------------------------|
| 220247540 | TC13 | ML | LEMUS ADRIANA |
| W22001555 | SUBP | WV | LEMUS LEMUS YAKELIN |
| 220245680 | SUBP | EM | LEON R ESMERALDA |
| 220230415 | TC2 | P5 | LEONARDO JENNIFER L |
| 220238580 | SC5 | IN | LEVAN MEGAN D |
| 220245777 | SUBP | EM | LEVY GABRIELLA |
| 220235659 | SUBP | EM | LEWIS PARKER |
| 220227834 | TC2 | P2 | LICEA RUVIZELA |
| 220031466 | TC1 | P5 | LIMA BRIDGET |
| 220225534 | TLA1 | AL | LIZARRAGA ERIKA |
| 220011087 | TC1 | P5 | LOMBARDI KATRINA |
| 220226707 | SUBP | EM | LONG JANA E |
| 220239673 | TC2 | CL | LOPEZ BETHANY J |
| 220244731 | SUBP | EM | LOPEZ CESAR U |
| 210232499 | TC2 | P5 | LOPEZ HERNANDEZ GRECIA |
| 220225642 | SUBP | EM | LOPEZ ISSAC G |
| 220239438 | TC2 | CL | LOPEZ JR JAVIER A |
| 220245875 | SUBP | EM | LOPEZ JULISSA |
| 220232328 | SUBP | EM | LOPEZ OLIVIA |
| 220225243 | TC1 | CL | LOZANO SHELBY N |
| 220166807 | SC5 | CL | LUGO RIGOBERTO |
| 220242152 | TC2 | CL | MAFFIA STEPHANIE D |
| 220246180 | RLLS | CL | MAGANA LETICIA |
| 220246179 | TC2 | CL | MAGANA LETICIA |
| 220228346 | TC2 | CL | MALDONADO LORENA |
| 220231754 | TC14 | ML | MALDONADO SELENA |
| 220236152 | SUBP | EM | MARTIN DUSTIN M |
| 220241385 | SC5 | P5 | MARTIN YAZMIN |
| 220241385 | SC1A | P5 | MARTIN YAZMIN |
| 220225438 | SUBP | EM | MARTINEZ ALICIA |
| 220227798 | TC10 | SE | MARTINEZ ANA R |
| 220245577 | SUBP | EM | MARTINEZ DELIA R |
| 220226791 | SUBP | EM | MARTINEZ JESUS |
| 220245233 | TC2 | CL | MARTINEZ MARIA E |
| 220234552 | SUBP | EM | MCCUSKER RACHEL |
| 220239028 | TC2 | CL | MCDONALD MICHELLE A |
| 220240810 | TC1 | IN | MCGLASSON KELLY L |
| 220238905 | SUBP | EM | MCGUIRE BRADLEY G |
| 220241299 | TC1 | CL | MCGUIRE JENNA E |
| 220230946 | TLA1 | AL | MCKEAN CHANDLER |
| 220088733 | TC3S | CL | MCMILLAN STUART |
| 220245106 | SUBP | EM | MEDEROS SHELLEY |
| 220229532 | TC2 | CL | MEDINA ELIZABETH A |
| 220225746 | SUBP | EM | MELANCON LAURA |

| | | | |
|-----------|------|----|--------------------------------------|
| 220231599 | SC4 | CL | MENDES AMY S |
| 220234536 | SUBP | EM | MENDEZ JR JESUS |
| 220230193 | TC2 | IN | MENDEZ JULIA |
| 220241570 | SUBP | EM | MENDEZ LUISA |
| 220239155 | TC2 | CL | MENDONCA STACIA N |
| 220226971 | TC2 | IN | MENDOZA KAYLIE M |
| 220189161 | TC3S | P5 | MENESES KATRINA |
| 220227803 | TC10 | SE | MERCADO NICHOLE G |
| 220245678 | SUBP | EM | MEYER KIMBERLY |
| 220236742 | TC1 | CL | MILLER DEAN C |
| 220236743 | SC1A | CL | MILLER DEAN C |
| 220242826 | SUBP | EM | MOLINA DENISE A |
| 220231592 | TC2 | CL | MOORE RODERICK S |
| 220203615 | SUBT | EM | MORA KAILIE |
| 220245357 | TC10 | SL | MORALES LUZMAYRA |
| 220237383 | SUBP | EM | MORI MEGAN S |
| 220227775 | SC1A | P5 | MORTON ZACHORY S |
| 220231716 | SUBP | EM | MOTA JORDAN O |
| 220235799 | SUBP | EM | MULLOWNEY ERIN L |
| 220226466 | TC10 | SE | MUNGUIA VILLA MIGUEL A |
| 220226469 | TC10 | SE | MUNIZ ENEDINA |
| 220236860 | TC13 | ML | MUNOZ LISSETTE |
| 220233039 | TC13 | SL | MUNOZ OCHOA JORGE |
| 220236262 | SC5 | CL | MUNTER JEFFREY O |
| 220236263 | SC1A | CL | MUNTER JEFFREY O |
| 210229306 | TC2 | P5 | NAVARRETTE ANDRE |
| 220225568 | TC10 | SE | NAYLOR KEENAN T |
| 22023001 | TC1 | CL | NEWSOM JON |
| 220226072 | SC1A | CE | NG SAMANTHA S |
| 220229351 | TC13 | SL | NORTHCOTT AMBER L |
| 220225457 | SUBP | EM | NUNEZ SEVERO |
| 220230723 | TC2 | CL | OLIVEIRA LISA M |
| 220241059 | TC13 | SL | ORNELAS BERNADETTE A |
| 220240268 | SUBP | EM | OROZCO ANGELICA |
| 220228124 | SUBP | EM | OROZCO FRANCISCO J |
| 220232825 | SC1A | CL | ORTEGA ERIKA D |
| 220239227 | SUBP | EM | ORTEGA ROBERT J |
| 220226716 | P12C | CD | ORTIZ DE MEDINA MARIA DE LOS ANGELES |
| 220228652 | SUBP | EM | ORTIZ NARCEDALIA |
| 220243197 | TC10 | ML | ORTIZ PRISCILLA |
| 220226601 | TC4S | CL | ORTOLANO, JR. RALPH J |
| 220229496 | SUBP | EM | OTTO JAMES G |
| 220236608 | SUBP | EM | PADILLA-MALDONADO LIZBETH |
| 220231498 | SUBP | EM | PARKER CHRISTIAN D |

| | | | |
|-----------|------|----|----------------------------|
| 220230282 | SUBP | EM | PATINO JOCELYN D |
| 220242389 | SUBP | EM | PENA YVONNE |
| 220226565 | SA13 | EM | PENROD ASHLEY |
| 220157795 | TC2 | CL | PERALES CAROLINA |
| 220242125 | SUBP | EM | PEREZ ADRIANA O |
| 220243604 | SUBT | EM | PEREZ HERNANDEZ JENNIFER D |
| 220153154 | TC1 | P5 | PEREZ VANESSA |
| 220226955 | SUBT | EM | PEREZHERNANDEZ GUADALUPE |
| 220228174 | TC1 | P5 | PIERCE COLTON |
| 220229506 | TC13 | SL | PIZANO CIRENIO R |
| 220229482 | SUBP | EM | PORTER KATELYN B |
| 220239330 | SC5 | CL | POTTS MICHELLE R |
| 220239331 | TC1 | CL | POTTS MICHELLE R |
| 220231253 | CTE | P3 | PRICE JARED |
| 220155703 | SC5 | CL | PRICE MELISSA |
| 220227261 | SUBP | EM | QUIGG TRAVIS S |
| 220234165 | SUBP | EM | QUIHUIZ DANIELLE |
| 220236605 | SUBP | EM | QUINN ANTHONY S |
| W22001572 | TC2 | WV | RAMIREZ GUSTAVO F |
| 220232561 | SUBP | EM | RAMIREZ-BERBER ISMAEL |
| 220142897 | TC2 | P5 | RAMIREZ-GOMEZ MELISSA |
| 220231160 | SUBP | EM | RAMOS GUADALUPE |
| 220238975 | TC1 | IN | RAMOS PAMELA J |
| 220128090 | TC2 | CL | RASNER JONNA |
| 220225180 | SC1A | P5 | RASNER JONNA |
| 220235247 | TC2 | P3 | RAST NICOLE D |
| 220243969 | SUBP | EM | RAYMONDO PRISCILLA A |
| 220238642 | SUBP | EM | RAYO WENCESLAO |
| 220233735 | TC2 | CL | REED MICHAL J |
| 210188816 | TC3S | P5 | RENDON LINDA |
| 220229131 | SUBP | EM | RENTERIA MONICA |
| W22001664 | SA17 | WV | REYNAGA ANGELA R |
| 220232000 | TC1 | CL | RICE CALEB T |
| 220248940 | TC10 | SL | RICE TAMARA |
| 220245157 | TC2 | CL | RIVERA HELEODORA |
| 220226577 | TLA1 | AL | RIVERA JOSEPH A |
| 220241036 | TC13 | ML | RIVERA MARIA Z |
| 220226957 | SUBT | EM | ROCHA PEDRO S |
| 220226189 | SUBP | EM | RODRIGUEZ CUEVAS BELLA A |
| 220227568 | SUBP | EM | RODRIGUEZ EDIHT |
| 220226558 | TC10 | SL | RODRIGUEZ IVETT |
| 220240657 | TC13 | SL | RODRIGUEZ JONATHAN J |
| 220236711 | TC2 | CL | RODRIGUEZ SERGIO V |
| 220236442 | SUBP | EM | ROJAS OFELIA V |

| | | | |
|-----------|------|----|----------------------------|
| 220131715 | TC3S | L2 | ROMERO EDUARDO |
| 220243862 | TC2 | IN | ROSE KAITLYN J |
| 210218358 | TC1 | P5 | ROSS DENISE |
| 220230557 | TC14 | SE | ROSSER BRANDON |
| 220239824 | TC1 | CL | RUBY RYAN M |
| 220245934 | SC1A | CL | RUIZ MELISSA A |
| 220245926 | TC2 | CL | RUIZ MELISSA A |
| 220228510 | SUBP | EM | RYAN MONICA L |
| 210145925 | TC1 | P5 | SALAS JR JESUS |
| 220234491 | SC1A | P5 | SALAS VANESSA M |
| 210175023 | SC5 | CL | SANCHEZ BEATRIZ |
| 220234671 | SUBP | EM | SANCHEZ ELIZABETH A |
| 220238729 | SUBP | EM | SANCHEZ JOHN |
| 220222108 | SC5 | CL | SANCHEZ LILIANA |
| 220228413 | SUBP | EM | SANCHEZ MARIA |
| 220228435 | SUBP | EM | SANCHEZ SABRINA R |
| 220248725 | TC13 | ML | SANCHEZ SANDRA |
| 220245258 | SUBP | EM | SANDOVAL GABRIELLE |
| 220235369 | TC2 | CL | SANTANA JAHAIRA |
| 220242391 | SUBP | EM | SANTOYO ADRIAN |
| 220124148 | SC5 | CL | SAUCEDO ESMERALDA |
| 220238457 | TC2 | CL | SAWATSKY KENNETH R |
| 220225967 | SC5 | IN | SCHOOLCRAFT KAYLA |
| 220160513 | TC1 | CL | SCHUSTER RANDY |
| 220245520 | SC1A | CE | SCOTT TRAVIS E |
| 220083605 | TC2 | CL | SEBERT RYAN |
| 220245314 | P12A | CD | SEPULVEDA-QUINTERO YESENIA |
| 220245757 | SUBP | EM | SHANNON EMILY V |
| 220085082 | SC1A | CL | SHIN MATTHEW |
| 220230270 | SUBP | EM | SIERRA OMAR |
| 220244457 | TC1 | CL | SILVA SARA E |
| 220225204 | TC2 | CL | SILVA SHANA M |
| 220225208 | TC3H | CL | SILVA SHANA M |
| 220249268 | TC1 | IN | SIMON BRIANNA |
| 220241169 | TC13 | ML | SINGH GUADALUPE |
| 220244683 | SUBP | EM | SMITH ALLISON M |
| 220230002 | TC1 | CL | SMITH TODD R |
| 220226688 | TLA1 | AL | SOMMER ANDREW J |
| 220234440 | SC5 | CL | SOTO DOMONIQUE E |
| 220233334 | SC5 | CL | SOTO JUDITH E |
| 220227059 | TLA1 | AL | SOTO NICHOLAS V |
| 220240078 | SUBP | EM | SPEIDEL SARAH K |
| 220230483 | SC1A | P5 | SPINDLER ELIZABETH M |
| 190176647 | TC2 | CL | STEINERT HOLLI |

| | | | |
|-----------|------|----|---------------------------|
| 220232095 | TC1 | CL | STEINMAN GRETCHEN L |
| 220232030 | SUBP | EM | STELTER ELIZABETH |
| 220231647 | SUBP | EM | STEVENS ANDREW |
| 220238449 | SC8 | CL | STEWART ALLYSSA C |
| 220226560 | TC10 | SL | STONE JARED |
| 220200995 | SC4 | CL | SWANSON CAROLINE |
| 220200998 | SC1A | CL | SWANSON CAROLINE |
| 210129739 | TC2 | P5 | TALLANT MELISSA |
| 220232098 | SC3A | CL | TAVAREZ CONNIE |
| 220242901 | SUBP | EM | TAYLOR DIANE |
| 220229362 | SUBP | EM | TILLEY JARED S |
| 220231589 | TC13 | SE | TILTON LAUREN |
| 220196170 | SC1A | P5 | TINER TAYLOR |
| 220229142 | SUBP | EM | TOMS DAVID |
| 220243026 | SUBT | EM | TORRES CELESTE |
| 180247053 | SC5 | CL | TORRES-DIAZ ESMERALDA |
| 220236261 | SUBP | EM | TRADER RICHARD T |
| 220242756 | CTE | P1 | TREJO RAFAEL |
| 220241948 | TC13 | SL | TUCKER KYMBERLY |
| 220230636 | TC14 | ML | ULLOA STEVEN J |
| 220228449 | SUBP | EM | URBANO CRYSTAL |
| 220235326 | SUBP | EM | URIBE ALONZO J |
| 220229640 | TC2 | P5 | VALENZUELA LESLY R |
| 220244539 | SUBP | EM | VALLE CARREON GENESIS |
| 220225433 | TC3S | CL | VANDEGRIFT LISA A |
| 220245323 | SUBP | EM | VARGAS HERNANDEZ JORGE |
| 220228412 | SUBP | EM | VARGAS KARINA |
| 220240304 | SUBT | EM | VARGAS VALISITY M |
| 220230370 | TLA1 | AL | VASQUEZ JESSE Y |
| 220233207 | SUBP | EM | VASQUEZ STEPHANIE |
| 220246091 | SUBP | EM | VASQUEZ VIRGINIA |
| 220225393 | SUBT | EM | VASQUEZ-SALINAS GABRIEL G |
| 220235355 | TC1 | IN | VELASCO FRANK |
| 220244009 | SUBP | EM | VELASCO JUAN J |
| 220245882 | SUBP | EM | VERA MARIA GUADALUPE |
| 220245021 | SUBP | EM | VERDUZCO JORGE E |
| 190188937 | TC1 | CL | VIEIRA MAXTON |
| 220231903 | SUBP | EM | VILLARREAL CARLOS A |
| 220236380 | SUBP | EM | VILLARREAL JUAN |
| 220227608 | SUBP | EM | VILLEGAS MARIA D |
| 220240715 | SUBP | EM | VINCENT CALLIE |
| W22001577 | SC1A | WV | WALKOWIAK TIFFANI N |
| 220248938 | TC10 | ML | WAGNER KAREN |
| 220244578 | SC1A | CL | WELCHER MICHELLE E |

| | | | |
|-----------|------|----|--------------------|
| 220244577 | TC2 | CL | WELCHER MICHELLE E |
| 220241034 | TC13 | SE | WILLIAMS SHYANN N |
| 220227661 | SUBP | EM | WILSON MARIAN H |
| 220242253 | TC10 | SE | WISSLER DANIEL |
| 220244459 | SUBP | EM | WORKMAN LAURINNE R |
| 210124476 | TC1 | P5 | WRIGHT II MICHAEL |
| 220226453 | CTE | P3 | YANG KOU |
| 220231485 | SUBP | EM | YENIGUES MICHAEL J |
| 220232517 | SUBP | EM | ZAMORA APRIL M |
| 220248937 | TC10 | ML | ZAMORA LUIS A |
| 220226548 | TC1 | CL | ZAPPEY TERESA K |
| 220072334 | TC2 | CL | ZARATE YEROSLAVA |
| 220072335 | SC1A | CL | ZARATE YEROSLAVA |
| 210221188 | TC1 | P5 | ZORN JORDYN |
| 220158025 | TC2 | CL | ZSCHAU MOLLY |

APPROVAL OF TEMPORARY COUNTY CERTIFICATES

November 9, 2022

| | | |
|-------------------------|--------------------------------------|---------------|
| BLACKBURN JACOB | DIST INTERN: MULTIPLE SUBJ | ALTA VISTA |
| VAN NORTON ANNA | WAIVER: PRELIM ADMIN SVCS | ALTA VISTA |
| ALVAREZ ALIA | PIP: PE | BURTON |
| CHAVEZ JOSIE | PIP: SOCIAL SCIENCE | BURTON |
| FISHER ELIZABETH | PIP: MATH | BURTON |
| HERRERA KENIA | EMERG BIL AUTH: SPANISH | BURTON |
| IBARRA CECELIA | STSP: MULTIPLE SUBJ | BURTON |
| MOORE SALLY | PRELIM SS: SCI: CHEMISTRY | BURTON |
| MUNOZ LISSETTE | STSP: MULTIPLE SUBJ | BURTON |
| RUIZ JASMINE | BIL WVR: SPANISH | BURTON |
| VOLOSIN SYDNEY | STSP: ART | BURTON |
| ZAMUDIO ELIZABETH | TPSL: MULTIPLE SUBJ | BURTON |
| GALVAN MITCHELL | STSP: PE | CUTLER-OROSI |
| GONZALEZ RENEE | CLEAR SS: ENGLISH - RENEWAL | CUTLER-OROSI |
| GONZALEZ SORAIDA | DIST INTERN: MULTIPLE SUBJ | CUTLER-OROSI |
| GUTIERREZ MIGUEL | GELAP: WORLD LANGUAGE ELD | CUTLER-OROSI |
| LENTZ ERIC | STSP: SOC SCI | CUTLER-OROSI |
| LEVAN MEGAN | INT: PPS | CUTLER-OROSI |
| MOTA MELISSA | STSP: MULTIPLE SUBJ | CUTLER-OROSI |
| RENTA ROXANA | STSP: MN ED SPEC | CUTLER-OROSI |
| ZAVALA OSCAR | STSP: PE | CUTLER-OROSI |
| ISLAS DIANA | PRELIM ADMIN SVCS | DINUBA |
| MUNOZ OCHOA JORGE | STSP: FL GENERAL SCIENCE | DINUBA |
| OLIVER KAYLA | TPSL: MULTIPLE SUBJ | DINUBA |
| SOUSA LINZY | PRELIM ADMIN SVCS | DINUBA |
| JIMENEZ LEPE JENNIFER | STSP: MULTIPLE SUBJ | EARLIMART |
| GARCIA CRYSTAL | STSP: MULTIPLE SUBJ | EXETER |
| AMEZCUA-SANCHEZ KARYSSA | DIST INTERN: MULTIPLE SUBJ | FARMERSVILLE |
| FLORES IBARRA CONNIE | CD SITE SUPERVISOR PERMIT - RENEWAL | FARMERSVILLE |
| MORENO PEREZ CRYSTAL | EMERG 30-DAY SUB PERMIT - RENEWAL | FARMERSVILLE |
| AGUIAR KELLE | PIP: MULTIPLE SUBJ | LIBERTY |
| DILEO JESSICA | PIP: MULTIPLE SUBJ | LIBERTY |
| ALVARADO BRENDA | STSP: MULTIPLE SUBJ | LINDSAY |
| CARMONA-CAMPOS SYLVIA | CLEAR MULTIPLE SUBJ - RENEWAL | LINDSAY |
| CARRASCO TRISHA | CLEAR MULTIPLE SUBJ - RENEWAL | LINDSAY |
| VALENZUELA-ZAVALA WENDY | EMERG BIL AUTH: SPANISH | LINDSAY |
| VALDEZ IVETTE | PIP: MULTIPLE SUBJ | PLEASANT VIEW |
| ALCARAZ MORILLON BRENDA | BIL WVR: SPANISH | PORTERVILLE |
| ALDACO CLAUDIA | BIL WVR: SPANISH | PORTERVILLE |
| ANDRADE SUZANNA | CTE: EDUCATION, CHILD DEV & FAM SERV | PORTERVILLE |

| | | |
|--------------------------|---|-------------|
| ARROYO-RICO BASILIO | PIP: MN ED SPEC | PORTERVILLE |
| BARAJAS KATHLEEN | STSP: MN ED SPEC | PORTERVILLE |
| BLEDShAW SHAWNY | EMERG CLAD | PORTERVILLE |
| BROWN MATTHEW | STSP: MUSIC | PORTERVILLE |
| CHRISTENSON PATIENCE | STSP: MUSIC | PORTERVILLE |
| CISNEROS RAMOS IVAN | STSP: MULTIPLE SUBJ | PORTERVILLE |
| CORONADO MICHELLE | STSP: MN ED SPEC | PORTERVILLE |
| DURAN NANCY | STSP: MULTIPLE SUBJ | PORTERVILLE |
| GODINEZ NATALIE | CCSD WVR | PORTERVILLE |
| GODINEZ NATALIE | PRELIM CTE: AMAE | PORTERVILLE |
| GUTIERREZ LAMAS SAMANTHA | STSP: MULTIPLE SUBJ | PORTERVILLE |
| HERNANDEZ GABRIEL | STSP: MULTIPLE SUBJ | PORTERVILLE |
| JOHNSON HAILEY | PIP: MN ED SPEC | PORTERVILLE |
| LAMBARENA JOSHUA | STSP: MULTIPLE SUBJ | PORTERVILLE |
| LARIOS MAYRA | PIP: MN ED SPEC | PORTERVILLE |
| NIELSEN KURT | CLEAR SS: SOCIAL SCI - RENEWAL | PORTERVILLE |
| PATTERSON TERRA | CCSD WVR | PORTERVILLE |
| PAYPA WENDELL | STSP: BIO SCI | PORTERVILLE |
| PEREZ DANIELA | PIP: MULTIPLE SUBJ | PORTERVILLE |
| PRICE JARED | CCSD WVR | PORTERVILLE |
| RAMIREZ CABRERA LEYDI | PIP: MN ED SPEC | PORTERVILLE |
| RAMOS ARREDONDO NORMA | PIP: MULTIPLE SUBJ | PORTERVILLE |
| RAMOS ARREDONDO NORMA | BIL WVR: SPANISH | PORTERVILLE |
| RODRIGUEZ IVETT | DIST INTERN: BIO SCI | PORTERVILLE |
| RODRIGUEZ REBECCA | STSP: MN ED SPEC | PORTERVILLE |
| SAECHAO MOUEI | PRELIM ADMIN SVCS | PORTERVILLE |
| SANCHEZ SANDRA | STSP: MULTIPLE SUBJ | PORTERVILLE |
| STEPHENS ROSANNA | EMERG CLAD | PORTERVILLE |
| VERDUZCO MARIA | STSP: ENGLISH | PORTERVILLE |
| WARREN DESTINEY | EMERG CLAD | PORTERVILLE |
| WILLIAMS ALMA | PRELIM ADMIN SVCS | PORTERVILLE |
| YANEZ GARCIA MARIA | BIL WVR: SPANISH | PORTERVILLE |
| HERNANDEZ LYDIA | STSP: MN ED SPEC | RICHGROVE |
| PAGALAN RICHARD | PIP: MUSIC | RICHGROVE |
| MEJIA CASSIDY | STSP: MULTIPLE SUBJ | SAUCELITO |
| CREECH LINDZEE | STSP: MULTIPLE SUBJ | SPRINGVILLE |
| LINDSTRAND DEVRI | EMERG CLAD | SUNDALE |
| SOTO VICENTE | PIP: MULTIPLE SUBJ | SUNNYSIDE |
| MUNOZ JACQUELYN | PIP: EN ED SPEC | TCOE |
| VALDEZ CARLY | PIP: EN ED SPEC | TCOE |
| RAMIREZ JESUS | PIP: MULTIPLE SUBJ | TIPTON |
| ROCHA DERICK | STSP: MUSIC | TIPTON |
| GILBERT MACKENZIE | STSP: MULTIPLE SUBJ | TULARE CITY |
| GUTIERREZ JOHNNY | STSP: MULTIPLE SUBJ | TULARE CITY |
| HERRERA ADRIANA | STSP: MULTIPLE SUBJ | TULARE CITY |
| JARRETT TREVOR | DIST INTERN: MUSIC | TULARE CITY |
| JENKINS TRACEY | CL MULTIPLE SUBJ RENEWAL/CL ADMIN SVCS RENEWA | TULARE CITY |
| MORALES CYNTHIA | PIP: ENGLISH | TULARE CITY |

| | | |
|--------------------------|-----------------------------------|-------------|
| MUNGUIA VILLA MIGUEL | DIST INTERN: MN ED SPEC | TULARE CITY |
| ROSALES GISSELA | STSP: MULTIPLE SUBJ | TULARE CITY |
| SAENZ KATHLEEN | EMERG CLAD-EXT | TULARE CITY |
| SMITH CHRISTINA | ADDED CONENT: FL GEN SCI | TULARE CITY |
| VIEIRA JEFF | DIST INTERN: SOC SCI | TULARE CITY |
| BUZANI ANA | STSP: HOME ECONOMICS | TULARE HIGH |
| COSTA JUSTINE | STSP: ENGLISH | TULARE HIGH |
| COTA KRISTEN | STSP: MN ED SPEC | TULARE HIGH |
| CRITES GEORGIA | STSP: DANCE | TULARE HIGH |
| DUFFEK ANDREW | PRELIM CTE: EAMPD | TULARE HIGH |
| FERNANDEZ JACOB | STSP: SOC SCI | TULARE HIGH |
| JENSEN CHRISTOPHER | STSP: ENGLISH AND SOCIAL SCIENCE | TULARE HIGH |
| PIERCE COLTON | PRELIM SS: ENGLISH | TULARE HIGH |
| RIVERA JOSEPH | GELAP: SOC SCI | TULARE HIGH |
| RODRIGUEZ JULISSA | STSP: MN ED SPEC | TULARE HIGH |
| TORRES ADAM | STSP: MATH | TULARE HIGH |
| YANG KOU | PRELIM CTE: AMAE | TULARE HIGH |
| ANDRADE GONZALEZ LIZETH | CBEST SUB WAIVER | VARIOUS |
| BIORCK SVEN | CBEST SUB WAIVER | VARIOUS |
| CABALLERO DIANA | PROSPECTIVE SUB PERMIT | VARIOUS |
| CLARK ANDREA | PROSPECTIVE SUB PERMIT | VARIOUS |
| COOK RYAN | PROSPECTIVE SUB PERMIT | VARIOUS |
| CRATER MICHAEL | PROSPECTIVE SUB PERMIT | VARIOUS |
| CRISTOBAL MOSERA | CBEST SUB WAIVER | VARIOUS |
| DIAZ ALEXIS | CBEST SUB WAIVER | VARIOUS |
| ELLIS HANNAH | PROSPECTIVE SUB PERMIT | VARIOUS |
| ESPARZA JOCELYN | PROSPECTIVE SUB PERMIT | VARIOUS |
| ESTRADA DAVILA RICARDO | PROSPECTIVE SUB PERMIT | VARIOUS |
| GILSON-ACEVEDO AMANDA | PROSPECTIVE SUB PERMIT | VARIOUS |
| LOPEZ DESIREE | PROSPECTIVE SUB PERMIT - RENEWAL | VARIOUS |
| NGO JOCELYN | CBEST SUB WAIVER | VARIOUS |
| OCHOA GUILLERMINA | PROSPECTIVE SUB PERMIT -RENEWAL | VARIOUS |
| TAPIA MALDONADO GIOVANNI | PROSPECTIVE SUB PERMIT | VARIOUS |
| TORRES ESMERALDA | PROSPECTIVE SUB PERMIT | VARIOUS |
| WILSON ROBERT | PROSPECTIVE SUB PERMIT | VARIOUS |
| ACOSTA KARINA | EMERG CLAD | VISALIA |
| ADAMS AMY | EMERG CLAD - EXT | VISALIA |
| CABRERA SYDNEE | STSP: MULTIPLE SUBJ | VISALIA |
| CARLOSON JENNIFER | PRELIM ADMIN SVCS | VISALIA |
| CASTILLO ALICIA | CD TEACHER PERMIT - RENEWAL | VISALIA |
| COFFMAN KYLE | PRELIM CTE: BUILD & CONSTR TRADES | VISALIA |
| EDWARDS VASQUEZ NICOLE | GELAP: ENGLISH | VISALIA |
| GARCIA KATRINA | STSP: MN ED SPEC | VISALIA |
| GARCIA MARIAH | STSP: MULTIPLE SUBJ | VISALIA |
| GARSHIDE STEVEN | STSP: MATH | VISALIA |
| GOMEZ-QUINTANAR YELINET | DIST INTERN: ENGLISH | VISALIA |
| HART SHANNON | DIST INTERN: MULTIPLE SUBJ | VISALIA |
| HYDASH DANIEL | PIP: MN ED SPEC | VISALIA |

| | | |
|---------------------------|-------------------------------|----------|
| JOHNSON STEVI | PIP: SOC SCI | VISALIA |
| JUAREZ SHALESA | STSP: MN ED SPEC | VISALIA |
| LAMAS AMANDA | STSP: ENGLISH | VISALIA |
| LAMATINA GABRIEL | STSP: ENGLISH | VISALIA |
| LIZARRAGA ERIKA | GELAP: ENGLISH | VISALIA |
| MAGALLANES DAVALOS AIDA | PRELIM ADMIN SVCS | VISALIA |
| MANRIQUEZ ELIAS | DIST INTERN: MN ED SPEC | VISALIA |
| MARIBOJOC BREANNA | STSP: MN ED SPEC | VISALIA |
| MCKEAN CHANDLER | GELAP: PE | VISALIA |
| MEFFORD JENNA | PIP: MUSIC | VISALIA |
| MOSLEH SAAJIDAH | EMERG CLAD -RENEWAL | VISALIA |
| MUNIZ ENEDINA | DIST INTERN: MN ED SPEC | VISALIA |
| MUNIZ RUBY | PIP: SOC SCI | VISALIA |
| NG SAMANTHA | PRELIM ADMIN SVCS | VISALIA |
| OLSON KRISTINE | CLEAR MULTIPLE SUBJ - RENEWAL | VISALIA |
| ORTEGA KATELYN | STSP: MN ED SPEC | VISALIA |
| PENROD ASHLEY | EMERG CLAD | VISALIA |
| RAMOS JACQUELINE | SLP WVR - RENEWAL | VISALIA |
| REYES JENNIFER | STSP: HOME ECONOMICS | VISALIA |
| REYNOSO VICTORIA | SELAP: ECSE-EXT | VISALIA |
| RIOS SAMANTHA | STSP: PE | VISALIA |
| RODRIGUEZ-ESPARZA MARIA | STSP: FL GENERAL SCIENCE | VISALIA |
| ROMERO FLORES ADRIAN | STSP: SPANISH | VISALIA |
| RUIZ MARIE | PRELIM ADMIN SVCS | VISALIA |
| SAENZ GERARDO | STSP: MULTIPLE SUBJ | VISALIA |
| SANCHEZ LAURA | STSP: MN ED SPEC | VISALIA |
| SANCHEZ SANCHEZ ELIZABETH | BIL WVR: SPANISH | VISALIA |
| SEDILLO EVAN | DIST INTERN: MN ED SPEC | VISALIA |
| VASQUEZ JESSE | GELAP: MATH | VISALIA |
| WEBB HANNAH | STSP: ENGLISH | VISALIA |
| WILLIAMS KRISTEN | PIP: MULTIPLE SUBJ | VISALIA |
| COSTNER IRENE | STSP: MULTIPLE SUBJ | WOODLAKE |
| ESPITITA EDUARDO | STSP: MATH | WOODLAKE |
| FRIEDENBERG MICHAEL | EMERG CLAD | WOODLAKE |
| HERRERA MARYBEL | STSP: MN ED SPEC | WOODLAKE |
| ZAMORA-TOVAR JOSE | PIP: PHYSICS | WOODLAKE |

**APPROVAL OF EMERGENCY PERMITS
FOR FULL-TIME EMPLOYMENT**

November 9, 2022

**Emergency Permits: Online
Recommendations**

| | | |
|----------------------------------|---------------|-------------------------|
| EMERG CLAD | VISALIA | ACOSTA KARINA |
| EMERG CLAD | PORTERVILLE | BLEDShAW SHAWNY |
| EMERG CLAD | WOODLAKE | FRIEDENBERG MICHAEL |
| EMERG CLAD | SUNDALE | LINDSTRAND DEVRI |
| EMERG CLAD | PORTERVILLE | STEPHENS ROSANNA |
| EMERG CLAD | PORTERVILLE | WARREN DESTINEY |
| PIP: EN ED SPEC | TCOE | MUNOZ JACQUELYN |
| PIP: EN ED SPEC | TCOE | VALDEZ CARLY |
| PIP: ENGLISH | TULARE CITY | MORALES CYNTHIA |
| PIP: MATH | BURTON | FISHER ELIZABETH |
| PIP: MN ED SPEC | PORTERVILLE | ARROYO-RICO BASILIO |
| PIP: MN ED SPEC | PORTERVILLE | JOHNSON HAILEY |
| PIP: MULTIPLE SUBJ | LIBERTY | AGUIAR KELLE |
| PIP: MULTIPLE SUBJ | PORTERVILLE | PEREZ DANIELA |
| PIP: MULTIPLE SUBJ | TIPTON | RAMIREZ JESUS |
| PIP: MULTIPLE SUBJ | PORTERVILLE | RAMOS ARREDONDO NORMA |
| PIP: MULTIPLE SUBJ | SUNNYSIDE | SOTO VICENTE |
| PIP: MULTIPLE SUBJ | PLEASANT VIEW | VALDEZ IVETTE |
| PIP: MULTIPLE SUBJ | VISALIA | WILLIAMS KRISTEN |
| PIP: MUSIC | RICHGROVE | PAGALAN RICHARD |
| PIP: PE | BURTON | ALVAREZ ALIA |
| PIP: PHYSICS | WOODLAKE | ZAMORA-TOVAR JOSE |
| PIP: SOC SCI | VISALIA | JOHNSON STEVI |
| PIP: SOC SCI | VISALIA | MUNIZ RUBY |
| STSP: DANCE | TULARE HIGH | CRITES GEORGIA |
| STSP: ENGLISH | VISALIA | LAMAS AMANDA |
| STSP: ENGLISH AND SOCIAL SCIENCE | TULARE HIGH | JENSEN CHRISTOPHER |
| STSP: FL GENERAL SCIENCE | DINUBA | MUNOZ OCHOA JORGE |
| STSP: FL GENERAL SCIENCE | VISALIA | RODRIGUEZ-ESPARZA MARIA |
| STSP: HOME ECONOMICS | TULARE HIGH | BUZANI ANA |
| STSP: HOME ECONOMICS | VISALIA | REYES JENNIFER |
| STSP: MATH | WOODLAKE | ESPITITA EDUARDO |
| STSP: MATH | VISALIA | GARSide STEVEN |
| STSP: MATH | TULARE HIGH | TORRES ADAM |
| STSP: MN ED SPEC | PORTERVILLE | CORONADO MICHELLE |
| STSP: MN ED SPEC | TULARE HIGH | COTA KRISTEN |
| STSP: MN ED SPEC | VISALIA | GARCIA KATRINA |
| STSP: MN ED SPEC | RICHGROVE | HERNANDEZ LYDIA |
| STSP: MN ED SPEC | WOODLAKE | HERRERA MARYBEL |
| STSP: MN ED SPEC | VISALIA | MARIBOJOC BREANNA |
| STSP: MN ED SPEC | TULARE HIGH | RODRIGUEZ JULISSA |
| STSP: MN ED SPEC | PORTERVILLE | RODRIGUEZ REBECCA |
| STSP: MN ED SPEC | VISALIA | SANCHEZ LAURA |
| STSP: MULTIPLE SUBJ | LINDSAY | ALVARADO BRENDA |

STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MULTIPLE SUBJ
STSP: MUSIC
STSP: MUSIC
STSP: MUSIC
STSP: PE
STSP: PE
STSP: SOC SCI
STSP: SPANISH

Emergency Permits: Mailed

EMERG CLAD - EXT
EMERG CLAD - EXT

WOODLAKE
SPRINGVILLE
PORTERVILLE
EXETER
VISALIA
TULARE CITY
TULARE CITY
PORTERVILLE
BURTON
EARLIMART
CUTLER-OROSI
BURTON
VISALIA
PORTERVILLE
PORTERVILLE
PORTERVILLE
TIPTON
CUTLER-OROSI
VISALIA
TULARE HIGH
VISALIA

VISALIA
TULARE CITY

COSTNER IRENE
CREECH LINDZEE
DURAN NANCY
GARCIA CRYSTAL
GARCIA MARIAH
GILBERT MACKENZIE
GUTIERREZ JOHNNY
HERNANDEZ GABRIEL
IBARRA CECELIA
JIMENEZ LEPE JENNIFER
MOTA MELISSA
MUNOZ LISSETTE
SAENZ GERARDO
SANCHEZ SANDRA
BROWN MATTHEW
CHRISTENSON PATIENCE
ROCHA DERICK
GALVAN MITCHELL
RIOS SAMANTHA
FERNANDEZ JACOB
ROMERO FLORES ADRIAN

ADAMS AMY
SAENZ KATHLEEN

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Dedi Somavia, Assistant Superintendent
Human Resources

SUBJECT:

Second Reading of Board/Superintendent Policy 1312.3 - Uniform Complaint Procedures

DESCRIPTION/SUMMARY:

BP/SP 1312.3 - Uniform Complaint Procedures

This is a mandated policy that has been updated and revised according to law. The California Department of Education (CDE) posts updates to this policy annually.

FINANCING:

N/A

RECOMMENDATION:

Adopt policy

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Community Relations

BP/SP 1312.3

Uniform Complaint Procedures (UCP)

Uniform Complaint Procedures (UCP) Policies and Procedures

Tulare County Office of Education (TCOE)
6200 South Mooney Boulevard
Visalia, California 93277
(559) 733-6300
www.tcoe.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on November 9, 2022.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the Tulare County Office of Education (TCOE) of federal or state laws or regulations governing educational programs.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student’s duly authorized representative.

A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Tulare County Office of Education (TCOE) developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the governing board or the authorized designee.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instruction Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to our UCP complaint procedures set forth in this document:

- (a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- (b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.
- (c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of the Tulare County Office of Education (TCOE)

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;.
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate.

a statement that in order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the Health and Safety Code (HSC) a notice, separate from the UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the California Code of Regulations (5 CCR) apply to California state preschool programs pursuant to HSC Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Title: Assistant Superintendent
Unit or office: Human Resources
Address: 6200 S. Mooney Blvd, Visalia CA 93277
Mailing address: P.O. Box 5091, Visalia CA 93278-5091
Phone: (559) 733-6306
Electronic mail address: dedi.somavia@tcoe.org

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if

the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Tulare County Office of Education (TCOE) to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:

- for complaints regarding Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
- for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
- With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The Tulare County Office of Education (TCOE) failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to HSC Section 1596.7925:

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues

To file a UCP complaint regarding a state preschool health and safety issue pursuant to HSC Section 1596.7925 the complainant must file with the preschool program administrator or their designee in the Tulare County Office of Education (TCOE).

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If EC section 48985 is

otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of our superintendent shall make all reasonable efforts to investigate any problem within his or her authority, and investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of our superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of our superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 CCR section 4632 as in the section above ‘UCP Complaint Appeal Process.’

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

The SSPI or his or her designee shall comply with the requirements of 5 CCR Section 4633 and shall provide a written Investigation Report for our agency to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from our agency’s remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References:

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460-52462, 52500-52617, 54440-54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code [GC] Sections 11135, 11136, 12960

California Penal Code [PC] Section 422.55, 11166

California Code of Regulations Title 5 (5 CCR) Sections 4600-4640, 4690-4694

Policy adopted: 9/16/92

Tulare County Board of Education
Visalia, California

Revised: 1/14/03, 12/8/04, 2/14/07, 7/9/14, 3/11/15, 5/12/2021, 10/13/2021, 11/09/2022

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Community Relations

BP/SP 1312.3

Uniform Complaint Procedures (UCP)

Uniform Complaint Procedures (UCP) Policies and Procedures

Tulare County Office of Education (TCOE)
6200 South Mooney Boulevard
Visalia, California 93277
(559) 733-6300
www.tcoe.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on ~~October 13, 2021~~
November 9, 2022.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the Tulare County Office of Education (TCOE) of federal or state laws or regulations governing educational programs.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student’s duly authorized representative.

A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Tulare County Office of Education (TCOE) developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the **governing board** **or the authorized designee.**

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instruction Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to ~~the~~ **our** UCP complaint procedures set forth in this document:

- (a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- (b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.
- (c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of the Tulare County Office of Education (TCOE)

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with ~~the~~ our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;.
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate.

a statement that in order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the Health and Safety Code (HSC) a notice, separate from the UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the California Code of Regulations (5 CCR) apply to California state preschool programs pursuant to HSC Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Title: ~~Director~~ Assistant Superintendent
Unit or office: Human Resources
Address: 6200 S. Mooney Blvd, Visalia CA 93277
Mailing address: P.O. Box 5091, Visalia CA 93278-5091
Phone: (559) 733-6306
Electronic mail address: ~~johnr@tcoe.org~~ dedi.somavia@tcoe.org

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if

the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Tulare County Office of Education (TCOE) to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:

- for complaints regarding Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
- for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
- With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The Tulare County Office of Education (TCOE) failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to HSC Section 1596.7925:

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues

To file a UCP complaint regarding a state preschool health and safety issue pursuant to HSC Section 1596.7925 the complainant must file with the preschool program administrator or their designee in the Tulare County Office of Education (TCOE).

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If EC section 48985 is

otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of ~~the district~~ our superintendent shall make all reasonable efforts to investigate any problem within his or her authority, and investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of ~~the district~~ our superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of ~~the district~~ our superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 CCR section 4632 as in the section above ‘UCP Complaint Appeal Process.’

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

The SSPI or his or her designee shall comply with the requirements of 5 CCR Section 4633 and shall provide a written Investigation Report for our agency to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from our agency’s remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References:

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460-52462, 52500-52617, 54440-54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code [GC] Sections 11135, 11136, 12960

California Penal Code [PC] Section 422.55, 11166

California Code of Regulations Title 5 (5 CCR) Sections 4600-4640, 4690-4694

Policy adopted: 9/16/92

Tulare County Board of Education
Visalia, California

Revised: 1/14/03, 12/8/04, 2/14/07, 7/9/14, 3/11/15, 5/12/2021, 10/13/2021, 11/09/2022

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Community Relations

BP/SP 1312.3

Uniform Complaint Procedures (UCP)

Uniform Complaint Procedures (UCP) Policies and Procedures

Tulare County Office of Education (TCOE)
6200 South Mooney Boulevard
Visalia, California 93277
(559) 733-6300
www.tcoe.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on October 13, 2021.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the Tulare County Office of Education (TCOE) of federal or state laws or regulations governing educational programs.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student’s duly authorized representative.

A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Tulare County Office of Education (TCOE) developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the board.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instruction Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to the UCP complaint procedures set forth in this document:

- (a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- (b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.
- (c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of the Tulare County Office of Education (TCOE)

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with the our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;.
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Title: Director
Unit or office: Human Resources
Address: 6200 S. Mooney Blvd, Visalia CA 93277
Mailing address: P.O. Box 5091, Visalia CA 93278-5091
Phone: (559) 733-6306
Electronic mail address: johnr@tcoe.org

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Tulare County Office of Education (TCOE) to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:
 - for complaints regarding Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
 - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
 - With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;

- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The Tulare County Office of Education (TCOE) failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of our superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 CCR section 4632 as in the section above 'UCP Complaint Appeal Process.'

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or

- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References:

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460-52462, 52500-52617, 54440-54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code [GC] Sections 11135, 11136, 12960

California Penal Code [PC] Section 422.55, 11166

California Code of Regulations Title 5 (5 CCR) Sections 4600-4640, 4690-4694

Policy adopted: 9/16/92

Tulare County Board of Education
Visalia, California

Revised: 1/14/03, 12/8/04, 2/14/07, 7/9/14, 3/11/15, 5/12/2021, 10/13/2021

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Dedi Somavia, Assistant Superintendent
Human Resources

SUBJECT:

Second Reading of Board/Superintendent Policy 1312.4 - Williams Complaint Policies and Procedures

DESCRIPTION/SUMMARY:

BP/SP 1312.4 - Williams Complaint Policies and Procedures
This is a mandated policy that has been updated and revised according to law. The California Department of Education (CDE) posts updates to this policy annually.

FINANCING:

N/A

RECOMMENDATION:

Adopt policy

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Community Relations

BP/SP 1312.4

Williams Complaint Policies and Procedures

Williams Complaint Policies and Procedures

Tulare County Office of Education (TCOE)
6200 South Mooney Boulevard
Visalia, California 93277
(559) 733-6300

Adopted by our Governing Board or authorized designee (here and after “the board”) on November 9, 2022.

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The Tulare County Office of Education (TCOE) adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the California Code of Regulations, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the Tulare County Office of Education (TCOE)

The Tulare County Office of Education (TCOE) is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If Education Code 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in TCOE programs/schools speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate TCOE official for resolution.

The principal or the designee of our superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, our superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal or, where applicable, our superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to our superintendent or his or her designee.

TCOE 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.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each TCOE school and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,

- a statement that there should be no teacher vacancies or misassignments, and
- the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams complaint form is available for parents, guardians, pupils, and teachers to use.

Every TCOE school shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- a section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or TCOE adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers, or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions TCOE determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.

- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the Tulare County Office of Education (TCOE)

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or our superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or our superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Condition that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or our superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements specified in 5 CCR Section 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

State Laws Cited:

California Education Code Sections 1240, 17592.72, 35186, 35292.5, 48985.
California Code of Regulations, Title 5 [5 CCR] Sections 4600-4694

Regulation Approved: 1/6/05

Tulare County Superintendent of Schools
Visalia, California

Revised: 9/1/05, 1/10/07, 7/13/07, 3/27/09, 01/22/2015

Tulare County Board of Education
Visalia, California

Converted to a Board Policy and adopted: 5/12/2021

Revised: 11/09/2022

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Community Relations

BP/SP 1312.4

Williams Complaint Policies and Procedures

Williams Complaint Policies and Procedures

Tulare County Office of Education (TCOE)
6200 South Mooney Boulevard
Visalia, California 93277
(559) 733-6300

Adopted by our Governing Board or authorized designee (here and after “the board”) on May 12, 2021
November 9, 2022.

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The Tulare County Office of Education (TCOE) adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the California Code of Regulations, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the Tulare County Office of Education (TCOE)

The Tulare County Office of Education (TCOE) is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If Education Code 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in TCOE programs/schools speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate ~~school~~ TCOE official for resolution.

The principal or the designee of ~~the county~~ **our** superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, ~~county~~ **our** superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal or, where applicable, ~~county~~ **our** superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to ~~the county~~ **our** superintendent or his or her designee.

TCOE 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.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each TCOE school and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,

- a statement that there should be no teacher vacancies or misassignments, and
- the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams complaint form is available for parents, guardians, pupils, and teachers to use.

Every TCOE school shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- a section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or TCOE adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health ~~and~~ or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers, or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions TCOE determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.

- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the Tulare County Office of Education (TCOE)

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or ~~the county~~ **our** superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or ~~the county~~ **our** superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Condition that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or ~~the county~~ **our** superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements specified in 5 CCR **Section** 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

State Laws Cited:

California Education Code Sections 1240, 17592.72, 35186, 35292.5, 48985.

California Code of Regulations, Title 5 [5 CCR] Sections 4600-4687 4694

Regulation Approved: 1/6/05

Tulare County Superintendent of Schools
Visalia, California

Revised: 9/1/05, 1/10/07, 7/13/07, 3/27/09, 01/22/2015

Tulare County Board of Education
Visalia, California

Converted to a Board Policy and adopted: 5/12/2021

Revised: 11/09/2022

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Community Relations

BP/SP 1312.4

Williams Complaint Policies and Procedures

Williams Complaint Policies and Procedures

Tulare County Office of Education (TCOE)
6200 South Mooney Boulevard
Visalia, California 93277
(559) 733-6300

Adopted by our Governing Board on May 12, 2021.

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The Tulare County Office of Education (TCOE) adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the California Code of Regulations, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the Tulare County Office of Education (TCOE)

The Tulare County Office of Education (TCOE) is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If Education Code 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in TCOE programs/schools speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school TCOE official for resolution.

The principal or the designee of the county superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, county superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal or, where applicable, county superintendent or his or her designee shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the county superintendent or his or her designee.

TCOE 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.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each TCOE school and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and
- the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams complaint form is available for parents, guardians, pupils, and teachers to use.

Every TCOE school shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- a section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or TCOE adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health and safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers, or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions TCOE determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restrooms is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,

- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the Tulare County Office of Education (TCOE)

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the county superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the county superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Condition that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to ~~students~~ pupils or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the county superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat the complainant shall comply with the appeal requirements specified in 5 CCR 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

State Laws Cited:

California Education Code Sections 1240, 17592.72, 35186, 35292.5, 48985.

California Code of Regulations, Title 5 [5 CCR] Sections 4600-4687

Regulation Approved: 1/6/05

Tulare County Superintendent of Schools
Visalia, California

Revised: 9/1/05, 1/10/07, 7/13/07, 3/27/09, 01/22/2015

Tulare County Board of Education
Visalia, California

Converted to a Board Policy and adopted: 5/12/2021

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Julie Berk, Assistant Superintendent, Student Support Services
Christina Rodriguez, Program Manager, School Health Programs

SUBJECT:

Second Reading of Board Policy 5141.21 - Administering medication and monitoring health

DESCRIPTION/SUMMARY:

BP 5141.21 - Administering medication and monitoring health

This existing policy has been updated and revised according to law. Language has been added to make emergency naloxone hydrochloride or other opioid antagonist available at TCOE schools for the purpose of providing emergency medical aid, pursuant to Ed. Code 49414.3

FINANCING:

N/A

RECOMMENDATION:

Adopt policy

TULARE COUNTY OFFICE OF EDUCATION

Board Policy

**Students
BP 5141.21**

Administering Medication and Monitoring Health Conditions

Administering Medication and Monitoring Health Conditions

The Tulare County Board of Education (County Board) believes 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 provider should be able to participate in the educational program.

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 County 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 Tulare County Office of Education's (TCOE) permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such process shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The County 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)

The County 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)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the County Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The County Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

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 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 regulations, 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 County Superintendent 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, 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 the 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 County 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.

Legal Reference:

EDUCATION CODE

48980 – Parent/Guardian notifications

49407 – Liability for treatment

49408 – Information for use in emergencies

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

49423 – Administration of prescribed medication for student

49423.1 – Inhaled asthma medication

49480 – Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 – Nursing

3500-3546 – Physician assistants

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 (FERPA) of 1972

1400-1482 – Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 21

812 – Schedule 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

Program Advisory on Medication Administration, 2005

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

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

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, December, 2004

WEB SITES

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

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn/>

Policy adopted: 12/17/80

Tulare County Board of Education
Visalia, California

Revised: 11/4/87, 10/13/04, 5/9/07, __/__/2022

TULARE COUNTY OFFICE OF EDUCATION

Board Policy

Students
BP 5141.21

Administering Medication and Monitoring Health Conditions

Administering Medication and Monitoring Health Conditions

The Tulare County Board of Education (County Board) ~~recognizes~~ believes that regular school attendance is critical to student learning and that some students may who need to take medication prescribed or ordered for them by a physician their authorized health care provider during the school day in order to be able to attend school should be able to participate in the educational program. The County Superintendent or designee shall develop processes for the administration of medication to such students by school personnel.

Any ~~Prescribed~~ 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 may shall be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both a student's physician and parent/guardian. (Education Code 49423; 5 CCR 600) 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 County 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 Tulare County Office of Education's (TCOE) permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such process shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The County 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)

The County 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)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the County Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The County Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

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 by unlicensed personnel for a particular student, by other designated school personnel with appropriate training.

~~Staff authorized to~~ School nurses and other designated school personnel shall administer the medications ~~shall do so~~ to students in accordance with law, Board Policy, administrative regulations, 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 County Superintendent shall ensure that school staff who personnel designated to administer any medication, ~~including epinephrine auto-injectors, to students, shall receive~~ appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, training shall cover ~~on how and when~~ such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and ~~as well as training in the~~ proper documentation and storage of the 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 County 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.

~~If the parent/guardian so chooses, he/she may administer the medication to his/her child. In addition, the parent/guardian may designate another individual who is not a school employee to administer the medication to the student.~~

Self-Administration and Monitoring

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

(c.f. 4119.43/4219.43/4319.43—Universal Precautions)

(c.f. 5141—Health Care and Emergencies)

(c.f. 5141.23—Infectious Disease Prevention)

Legal Reference:

EDUCATION CODE

48980 – **Parent/Guardian notifications** at beginning of term

49407 – Liability for treatment

49408 - **Emergency Information** for use in emergencies

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

49423 - Administration of prescribed medication for pupil student

49423.1 – Inhaled asthma medication; conditions upon which pupils may carry and self-administer medication

49423.5 – Specialized health care services

49426 – School Nurses

49480 – Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 – Nursing, especially:

2726 – Authority not conferred

2727 – Exceptions in general

3500-3546 – Physician assistants

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 (FERPA) of 1972

1400-1482 – Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 21

812 – Schedule of controlled substances

844 – Penalties for possession of controlled substances

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

Program Advisory on Medication Administration, 2005

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

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

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, December, 2004

WEB SITES

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

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn/>

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

Policy adopted: 12/17/80

Tulare County Board of Education
Visalia, California

Revised: 11/4/87, 10/13/04, 5/9/07, / /2022

Students**Administering Medication and Monitoring Health Conditions**

The Tulare County Board of Education recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school. The County Superintendent or designee shall develop processes for the administration of medication to such students by school personnel.

Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both a student's physician and parent/guardian. (Education Code 49423; 5 CCR 600)

School staff who administer medication, including epinephrine auto-injectors, to students, shall receive training from qualified medical personnel on how such medication should be administered as well as training in the proper documentation and storage of the medication.

Staff authorized to administer the medication shall do so in accordance with administrative regulations and shall be afforded appropriate liability protection.

If the parent/guardian so chooses, he/she may administer the medication to his/her child. In addition, the parent/guardian may designate another individual who is not a school employee to administer the medication to the student.

Self-Administration and Monitoring

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

(c.f. 4119.43/4219.43/4319.43 – Universal Precautions)

(c.f. 5141 – Health Care and Emergencies)

(c.f. 5141.23 – Infectious Disease Prevention)

Legal Reference – see next page

Students

Administering Medication and Monitoring Health Conditions

Legal Reference:

EDUCATION CODE

48980 – Notification at beginning of term

49407 – Liability for treatment

49408 - Emergency information

49414 – Emergency epinephrine auto-injectors

49414.5 Providing school personnel with voluntary emergency training

49423 - Administration of prescribed medication for pupil

4923.1 – Inhaled asthma medication, conditions upon which pupils may carry and self-administer medication

49423.5 – Specialized health care services

49426 – School Nurses

49480 – Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 – Nursing, especially:

2726 – Authority not conferred

2727 – Exceptions in general

CODE OF REGULATIONS, TITLE 5

600-611 – Administering medication to students

Management Resources:

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, December, 2004

Websites:

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

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he.hn>

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

Policy

adopted: 12/17/80

Revised: 11/4/87

Revised: 10/13/04

Revised: 5/9/07

Tulare County Board of Education

Visalia, CA

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Caron Borba, Superintendent of Rockford School District

SUBJECT:

Presentation of Rockford School District

DESCRIPTION/SUMMARY:

Presentation of Rockford School District to TCOE Board of Education.

FINANCING:

None.

RECOMMENDATION:

No action required.

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Courtney Venegas, Foster Youth Services Coordinator

SUBJECT:

First Reading of Board Policy 6173 - Education for Homeless Children

DESCRIPTION/SUMMARY:

BP 6173 - Education for Homeless Children

This is an existing policy that is being updated and revised according to law. Title 42 of the U.S. Code, section 11432 mandates that the governing board adopt, review and revise policies to identify, enroll and retain homeless children and youth and ensure they are not segregated or stigmatized on the basis of their homeless status. Revisions include administering a housing questionnaire annually and coordination/collaboration with other local agencies providing services to homeless children and youth.

FINANCING:

N/A

RECOMMENDATION:

Review Policy

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

**Instruction
BP/SP 6173**

Education For Homeless Children

Education For Homeless Children

The Tulare County Board of Education (County Board) and the Tulare County Superintendent of Schools (County Superintendent) believe that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring that homeless students have access to the same free and appropriate public education provided to other students. Homeless students shall be provided with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in a school or other TCOE program, TCOE's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52064, 52066)

TCOE policies shall be regularly reviewed and updated to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, homeless students may be separated on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

At least annually, the County Board shall receive a report on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, TCOE's strategies shall be revised as needed to more effectively identify and support the education homeless students.

The County Board hereby incorporates by reference the policies, procedures, and measures implemented by the County Superintendent to ensure the identification and full participation of homeless student in TCOE schools, programs, and activities, including but not limited to, the following:

1. The designation of an appropriate staff person to serve as the TCOE liaison for homeless children and youths who will assist and support homeless students to succeed in school and fulfill other duties specified in 42 USC 11432.
2. Easy identification of homeless students, including at each school, in accordance with law, through annual administration of a housing questionnaire to parents/guardians of all students and to unaccompanied youth, posting of TCOE liaison's contact information and homeless education information on the TCOE and school web sites, and collaboration with local social services agencies and other agencies or entities providing services to homeless children and youth and if applicable, transitional housing facilities.
3. Provision of homeless education information and/or materials to the homeless students' parents/guardians and unaccompanied youths in a manner and form understandable to such parents/guardians and unaccompanied youths.
4. Assurance that placement decisions for homeless students are based on the student's best interest as defined in law.

Legal Reference:

EDUCATION CODE

1980-1986 – County community schools

39807.5 – Payment of transportation costs by parents

48645.1 – Juvenile court schools

48645.5 – Acceptance of coursework

48850 – Academic achievement of students in foster care and homeless children

48851 – Identification of homeless children and youths and unaccompanied youths; housing questionnaire

48851.5 – Local educational agency liaison for homeless children and youths

48852.5 – Notice of educational rights of homeless students

48852.6 – Web site posting of information regarding homelessness

48852.7 – Education of homeless students; immediate enrollment

48859 – Definitions

48915.5 – Recommended expulsion, homeless student with disabilities

48918.1 – Notice of recommended expulsion

48985 – Notices to parents in language other than English

51225.1-51225.3 – Graduation requirements

52052 – Accountability; numerically significant student subgroups

52060-52077 – Local control and accountability plan

CALIFORNIA CODE OF REGULATIONS, TITLE 5

4600-4670 – Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv – Free application for federal student aid; definition

1232g – Family Educational Rights and Privacy Act (FERPA) of 1974

1400-1482 – Individuals with Disabilities Education Act

6311 – State plan

UNITED STATES CODE, TITLE 42

11431-11435 – McKinney-Vento Homeless Assistance Act

12705 – Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council – Partial Credit Model Policy and Practice Recommendations

California Department of Education Publication – Homeless Education Dispute Resolution Process, March 2020

California Department of Education Publication – 2021-22 Federal Program Monitoring Instrument, May 2021

National Center for Homeless Education Publication – Homeless Liaison Toolkit, 2020

U.S. Department of Education Guidance – Dear Colleague Letter, July 27, 2016

U.S. Department of Education Guidance – Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018

WEBSITES

California Department of Education, Homeless Children and Youth Education:

<https://www.cde.ca.gov/sp/hs/cy/>

National Center for Homeless Education at SERVE: <https://nche.ed.gov/>

National Law Center on Homelessness and Poverty: <https://nlchp.org>

U.S. Department of Education-Education for Homeless Children and Youths Grants for State and Local Activities: <https://www2.ed.gov/programs/homeless/index.html>

California Child Welfare Council: <https://www.chhs.ca.gov/home/committees/california-child-welfare-council/>

National Homelessness Law Center: <https://homelesslaw.org/>

Policy adopted: 7/13/2011

Tulare County Board of Education
Visalia, California

Revised: 12/14/2020, 12/**/2022

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

Instruction
BP/SP 6173

Education of ~~For~~ Homeless Children

Education of ~~For~~ Homeless Children

The Tulare County Board of Education (County Board) and the Tulare County Superintendent of Schools (County Superintendent) ~~desire to~~ believe that the identification of homeless students is critical to improving the educational outcomes of such students and ~~ensure~~ ensuring that homeless students have access to the same free and appropriate public education provided to other students. ~~in Tulare County Office of Education (TCOE) schools and programs. The schools and programs operated by TCOE shall provide~~ Homeless students shall be provided with access to education and other services necessary for ~~them~~ such students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in ~~TCOE schools and~~ a school or other TCOE program, TCOE's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, ~~52060~~, 52064, 52066)

~~The County Superintendent or designee shall identify and~~ TCOE policies shall be regularly reviewed and updated to ensure ~~remove~~ removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall ~~to the~~ address identification, and enrollment of homeless students and ~~to the~~ retention of homeless such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

Each homeless student shall be provided services that are comparable to services offered to other students in ~~TCOE the~~ schools and programs, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, ~~the County Superintendent or designee may separate~~ homeless students may be separated on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, and shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

At least annually, the County Superintendent or designee shall report to the County Board shall receive a report on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, TCOE's shall revise its strategies shall be revised as needed to better more effectively identify and support the education homeless students.

The County Board hereby incorporates by reference the policies, procedures, and measures implemented by the County Superintendent to ensure the identification and full participation of homeless students in TCOE schools, programs, and activities, including but not limited to, the following:

1. The County Superintendent or designee shall designate designation of an appropriate staff person to serve as a the TCOE liaison for homeless children and youths. TCOE's liaison shall who will assist and support homeless students to succeed in school and fulfill the other duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.
2. In order to identify TCOE students who are Easy identification of homeless students, the County Superintendent or designee may give including at each school, in accordance with law, through annual administration of a housing questionnaire to all parents/guardians during school registration, of all students and to unaccompanied youth, posting make referral forms readily available, include the of TCOE liaison's contact information and homeless education information on the TCOE and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate and collaboration with local social services agencies to coordinate referrals for and other agencies or entities providing services to homeless children and youth and unaccompanied youth if applicable, transitional housing facilities.
3. Provision of homeless education information and/or materials to the homeless students' parents/guardians and unaccompanied youths in a manner and form understandable to such parents/guardians and unaccompanied youths.
4. The County Superintendent or designee shall ensure Assurance that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

The County Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the County Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the County Superintendent or designee shall coordinate transportation, transfer of school records, and other inter-district activities with other local educational agencies. As necessary, the County Superintendent or designee shall coordinate, within TCOE and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

~~The TCOE liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)~~

Legal Reference:

EDUCATION CODE

1980-1986 – County community schools

39807.5 – Payment of transportation costs by parents

48645.1 – Juvenile court schools

48645.5 – Acceptance of coursework

48850 – ~~Participation of homeless students and foster youth in extracurricular activities and interscholastic sports~~ Academic achievement of students in foster care and homeless children

48851 – Identification of homeless children and youths and unaccompanied youths; housing questionnaire

48851.5 – Local educational agency liaison for homeless children and youths

48852.5 – Notice of educational rights of homeless students

48852.6 – Web site posting of information regarding homelessness

48852.7 – Education of homeless students; immediate enrollment

48859 – Definitions

48915.5 – Recommended expulsion, homeless student with disabilities

48918.1 – Notice of recommended expulsion

48985 – Notices to parents in language other than English

51225.1-51225.3 – Graduation requirements

52052 – Accountability; numerically significant student subgroups

52060-52077 – Local control and accountability plan

CALIFORNIA CODE OF REGULATIONS, TITLE 5

4600-4670 – Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv – Free application for federal student aid; definitions

1232g – Family Educational Rights and Privacy Act (FERPA) of 1974

1400-1482 – Individuals with Disabilities Education Act

6311 – State plan

UNITED STATES CODE, TITLE 42

11431-11435 – McKinney-Vento Homeless Assistance Act

12705 – Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council – Partial Credit Model Policy and Practice Recommendations

California Department of Education Publication – Homeless Education Dispute Resolution Process, ~~January 30, 2007~~ March 2020

California Department of Education Publication – 2021-22 Federal Program Monitoring Instrument, May 2021

National Center for Homeless Education Publication – Homeless Liaison Toolkit, ~~2013~~ 2020

U.S. Department of Education Guidance – Dear Colleague Letter, July 27, 2016

U.S. Department of Education Guidance – Education for Homeless Children and Youths Program, Non-Regulatory Guidance, ~~July 2016~~ August 2018

WEBSITES

California Department of Education, Homeless Children and Youth Education:

<https://www.cde.ca.gov/sp/hs/cy/>

National Center for Homeless Education at SERVE: <https://nche.ed.gov/>

National Law Center on Homelessness and Poverty: <https://nlchp.org>

U.S. Department of Education-Education for Homeless Children and Youths Grants for State and Local Activities: <https://www2.ed.gov/programs/homeless/index.html>

California Child Welfare Council: <https://www.chhs.ca.gov/home/committees/california-child-welfare-council/>

National Homelessness Law Center: <https://homelesslaw.org/>

Policy adopted: 7/13/2011

Tulare County Board of Education
Visalia, California

Revised: 12/14/2020, 12/**/2022

TULARE COUNTY OFFICE OF EDUCATION

Board/Superintendent Policy

**Instruction
BP/SP 6173**

Education of Homeless Children

Education of Homeless Children

The Tulare County Board of Education (County Board) and the Tulare County Superintendent of Schools (County Superintendent) desire to ensure that homeless students have access to the same free and appropriate public education provided to other students in Tulare County Office of Education (TCOE) schools and programs. The schools and programs operated by TCOE shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

The County Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

When there are at least 15 homeless students in TCOE schools and programs, TCOE's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

The County Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. TCOE's liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify TCOE students who are homeless, the County Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the TCOE liaison's contact information on the TCOE and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

The County Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in TCOE schools and programs, include, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar

state or local programs, programs for students with disabilities, and educational programs for English Learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the County Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The County Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the County Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the County Superintendent or designee shall coordinate transportation, transfer of school records, and other inter-district activities with other local educational agencies. As necessary, the County Superintendent or designee shall coordinate, within TCOE and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

The TCOE liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the County Superintendent or designee shall report to the County Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, TCOE shall revise its strategies as needed to better support the education homeless students.

Legal Reference:

EDUCATION CODE

1980-1986 – County community schools

39807.5 – Payment of transportation costs by parents

48645.1 – Juvenile court schools

48645.5 – Acceptance of coursework

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

48852.5 – Notice of educational rights of homeless students

48852.7 – Education of homeless students; immediate enrollment

48915.5 – Recommended expulsion, homeless student with disabilities

48918.1 – Notice of recommended expulsion

51225.1-51225.3 – Graduation requirements

52052 – Accountability; numerically significant student subgroups

52060-52077 – Local control and accountability plan

CALIFORNIA CODE OF REGULATIONS, TITLE 5

4600-4670 – Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv – Free application for federal student aid; definition

1232g – Family Educational Rights and Privacy Act (FERPA) of 1974

6311 – State plan

UNITED STATES CODE, TITLE 42

11431-11435 – McKinney-Vento Homeless Assistance Act

12705 – Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council – Partial Credit Model Policy and Practice Recommendations

California Department of Education Publication – Homeless Education Dispute Resolution Process, January 30, 2007

National Center for Homeless Education Publication – Homeless Liaison Toolkit, 2013

U.S. Department of Education Guidance – Dear Colleague Letter, July 27, 2016

U.S. Department of Education Guidance – Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016

WEBSITES

California Department of Education, Homeless Children and Youth Education:

<https://www.cde.ca.gov/sp/hs/cy/>

National Center for Homeless Education at SERVE: <https://nche.ed.gov/>

National Law Center on Homelessness and Poverty: <https://nlchp.org>

U.S. Department of Education-Education for Homeless Children and Youths Grants for State and Local Activities: <https://www2.ed.gov/programs/homeless/index.html>

California Child Welfare Council: <https://www.chhs.ca.gov/home/committees/california-child-welfare-council/>

Policy adopted: 7/13/2011

Tulare County Board of Education
Visalia, California

Revised: 12/14/2020

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Courtney Venegas, Foster Youth Services Coordinator

SUBJECT:

First Reading of Administrative Regulation 6173 - Education for Homeless Children

DESCRIPTION/SUMMARY:

AR 6173 - Education for Homeless Children

This is an existing regulation that is being updated and revised according to law. This regulation incorporates and implements Board Policy 6173. Revisions include annually administering a housing questionnaire, new professional development and training requirements, and posting a list of liaisons for homeless children and unaccompanied youths with contact information, as well as information regarding educational rights and resources on TCOE's website.

FINANCING:

N/A

RECOMMENDATION:

Review Policy

TULARE COUNTY OFFICE OF EDUCATION

Administrative Regulation

Instruction

AR 6173

Education for Homeless Children

Education for Homeless Children

The Tulare County Superintendent of Schools (County Superintendent) shares the Tulare County Board of Education's (County Board) belief that the identification of homeless students is critical to improving the educational outcomes of such students and desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the county. The County Superintendent incorporates by reference the County Board's policy on Education for Homeless Children.

The County Superintendent or designee shall ensure that each school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of homeless students, the County Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education (CDE) to the parents/guardians of all students and all unaccompanied youths, and shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the county as identified from the housing questionnaire. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985 or an appropriate translation of the housing questionnaire shall be provided to the student's parent/guardian or an unaccompanied youth upon request. (Education Code 48851)

Information about a homeless student's living situation shall be considered part of the student's educational record, subject to the Family Educational Rights and Privacy Act. Such information shall not be deemed to be directory information, as defined in 20 USC 1232g, and shall not be released without the written consent of the student's parent/guardian or the student, if an unaccompanied youth. (42 USC 11432)

At least annually, the Tulare County Office of Education (TCOE) liaison and other appropriate staff shall participate in professional development and other technical assistance activities geared toward identifying and meeting the needs of homeless students, including, but not limited to, training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. (Education Code 48852.5; 42 USC 11432)

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings.
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above.

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859, 42 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school in which the student was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student is connected, the TCOE liaison for homeless students shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all students. (Education Code 48850, 48853; 42 USC 11432)

TCOE Liaison for Homeless Students

The County Superintendent designates the following staff person as the TCOE liaison for homeless students: (42 USC 11432)

Foster Youth/Homeless Education Services Coordinating Program
Tulare County Office of Education
1730 W. Walnut, Suite B, Visalia CA 93277
559-302-3622

TCOE's liaison for homeless students shall: (Education Code 48851.5, 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies.
2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, TCOE's schools and/or programs.
3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by TCOE.
4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services.
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children.
6. Disseminate public notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below.
8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice.
9. Ensure that school personnel providing services to homeless students, including principals and other school leaders, attendance supervisors, teachers, enrollment personnel, and specialized instructional support personnel, receive professional development and other support.
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the TCOE liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090.
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the collection and provision of comprehensive data to the state coordinator as required by law.

In addition, when notified pursuant to Education Code 48918.1, the TCOE liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the TCOE liaison shall

participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The County Superintendent or designee shall inform the parents/guardians of homeless children and youth, unaccompanied youth, school personnel, service providers, and advocates working with homeless families of the duties of TCOE's liaison. The County Superintendent or designee shall also provide the name and contact information of TCOE's liaison to CDE for publishing on CDE's web site. (42 USC 11432)

Enrollment

TCOE shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, TCOE shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the TCOE liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the TCOE liaison for homeless students. The TCOE liaison shall assist the parent/guardian, or the student if the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the County Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a homeless student, the student may continue attending the school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that a homeless student has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is not within the jurisdiction of TCOE, the student shall be allowed to continue to the school designated for matriculation by TCOE.

If the student's status changes before the end of the school year so that the student is no longer homeless, the student shall be allowed to stay in the school of origin. (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8.
2. Through graduation if the student is in high school.

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the TCOE liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by TCOE
2. An explanation of why the action is proposed or refused
3. A description of any other options TCOE considered and the reasons that other options were rejected
4. A description of any other factors relevant to TCOE's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the TCOE liaison and state coordinator, and a brief description of the roles of each

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The TCOE liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parent/guardian or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardian or unaccompanied youth to resolve an enrollment dispute, the TCOE liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the TCOE liaison's enrollment decision, the decision may be appealed to the County Superintendent. The County Superintendent shall make a determination within five (5) working days.

If the parent/guardian chooses to appeal TCOE's placement decision to CDE, the TCOE liaison shall forward all written documentation and related paperwork to CDE's Homeless Education Program.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transfer of Coursework and Credits

When a homeless student transfers into a TCOE school or program, TCOE shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school, and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that the student did not complete at the previous school. However, TCOE may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, TCOE finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of TCOE's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall TCOE prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established by the County Board and/or County Superintendent, as applicable.

However, when a homeless student who has completed the second year of high school transfers into a TCOE school or program, the student shall be exempted from all TCOE-adopted coursework and other TCOE-established graduation requirements, unless the County Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the homeless student's transfer, the County Superintendent or designee shall notify the student, the person holding the rights to make educational decisions for the student and the TCOE liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the County Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education 51225.1)

To determine whether a homeless student is in the third or fourth year of high school, TCOE shall use either the number of credits the student has earned as of the date of the transfer or the length of the school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The County Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for the student how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

TCOE shall not require or request a homeless student to transfer in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the TCOE liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if the student transfers to another school or out of the TCOE school or program. (Education Code 51225.1)

If TCOE determines that a homeless student is reasonably able to complete TCOE graduation requirements within the fifth year of high school, the County Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for the student, of the option available to the student to remain in school for a fifth year to complete TCOE's graduation requirements and how that will affect the ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for the student if under 18 years of age, permit the student to stay in school for a fifth year to complete TCOE's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any TCOE school or program shall have access to extracurricular and enrichment activities that are available to all students in the school or program, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that TCOE has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with TCOE's Uniform Complaint Procedures.

The County Superintendent or designee shall ensure that a list of the TCOE liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on TCOE's web site. (Education Code 48852.6)

Each TCOE school that has a web site shall also post the contact information for the TCOE liaison and the name and contact information of any employee or other person under contract with the school who assists the TCOE liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Legal Reference:

EDUCATION CODE

1980-1986 – County community schools

39807.5 – Payment of transportation costs by parents

48645.1 – Juvenile court schools

48645.5 – Acceptance of coursework

48850 – Academic achievement of students in foster care and homeless children

48851 – Identification of homeless children and youths and unaccompanied youths; housing questionnaire

48851.5 – Local educational agency liaison for homeless children and youths

48852.5 – Notice of educational rights of homeless students

48852.6 – Web site posting of information regarding homelessness

48852.7 – Education of homeless students; immediate enrollment

48859 – Definitions

48915.5 – Recommended expulsion, homeless student with disabilities

48918.1 – Notice of recommended expulsion

48985 – Notices to parents in language other than English

51225.1-51225.3 – Graduation requirements

52052 – Accountability; numerically significant student subgroups

52060-52077 – Local control and accountability plan

CALIFORNIA CODE OF REGULATIONS, TITLE 5

4600-4670 – Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv – Free application for federal student aid; definition

1232g – Family Educational Rights and Privacy Act (FERPA) of 1974

1400-1482 – Individuals with Disabilities Education Act

6311 – State plan

UNITED STATES CODE, TITLE 42

11431-11435 – McKinney-Vento Homeless Assistance Act

12705 – Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council – Partial Credit Model Policy and Practice Recommendations

California Department of Education Publication – Homeless Education Dispute Resolution Process, March 2020

California Department of Education Publication – 2021-22 Federal Program Monitoring Instrument, May 2021

National Center for Homeless Education Publication – Homeless Liaison Toolkit, 2020

U.S. Department of Education Guidance – Dear Colleague Letter, July 27, 2016

U.S. Department of Education Guidance – Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018

WEBSITES

California Department of Education, Homeless Children and Youth Education:

<https://www.cde.ca.gov/sp/hs/cy/>

National Center for Homeless Education at SERVE: <https://nche.ed.gov/>

National Law Center on Homelessness and Poverty: <https://nlchp.org>

U.S. Department of Education-Education for Homeless Children and Youths Grants for State and Local Activities: <https://www2.ed.gov/programs/homeless/index.html>

California Child Welfare Council: <https://www.chhs.ca.gov/home/committees/california-child-welfare-council/>

National Homelessness Law Center: <https://homelesslaw.org/>

Regulation approved: 7/13/2011

Revised: 1/1/2021

Regulation adopted: __/__/2022

Tulare County Board of Education
Visalia, California

Tulare County Superintendent of Schools
Visalia, California

TULARE COUNTY OFFICE OF EDUCATION

Administrative Regulation

Instruction

AR 6173

Education for Homeless Children

Education for Homeless Children

The Tulare County Superintendent of Schools (County Superintendent) shares the Tulare County Board of Education's (County Board) belief that the identification of homeless students is critical to improving the educational outcomes of such students and desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the county. The County Superintendent incorporates by reference the County Board's policy on Education for Homeless Children.

The County Superintendent or designee shall ensure that each school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of homeless students, the County Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education (CDE) to the parents/guardians of all students and all unaccompanied youths, and shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the county as identified from the housing questionnaire. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985 or an appropriate translation of the housing questionnaire shall be provided to the student's parent/guardian or an unaccompanied youth upon request. (Education Code 48851)

Information about a homeless student's living situation shall be considered part of the student's educational record, subject to the Family Educational Rights and Privacy Act. Such information shall not be deemed to be directory information, as defined in 20 USC 1232g, and shall not be released without the written consent of the student's parent/guardian or the student, if an unaccompanied youth. (42 USC 11432)

At least annually, the Tulare County Office of Education (TCOE) liaison and other appropriate staff shall participate in professional development and other technical assistance activities geared toward identifying and meeting the needs of homeless students, including, but not limited to, training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. (Education Code 48852.5; 42 USC 11432)

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7, 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings.
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above.

Unaccompanied youth includes a homeless child or youth who are not in the physical custody of a parent or guardian. (Education Code 48859, 42 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school or program in which he/she the student was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which he/she the student was last enrolled, or if there is some other school that he/she the student attended within the preceding 15 months and with which he/she the student is connected, the TCOE liaison for homeless students shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all TCOE students. (Education Code 48850, 48853; 42 USC 11432)

TCOE Homeless Liaison for Homeless Students

The County Superintendent designates the following staff person as the TCOE liaison for homeless students: (42 USC 11432)

Foster Youth/Homeless Education Services Coordinating Program
Tulare County Office of Education
1730 W. Walnut, Suite B, Visalia CA 93277
559-302-3622

TCOE's liaison for homeless students shall: (Education Code 48851.5, 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school ~~or program~~ personnel through outreach and coordination activities with other entities and agencies.
2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, TCOE's schools and/or programs.
3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by TCOE.
4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services.
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children.
6. Disseminate public notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below.
8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice.
9. Ensure that school personnel providing services to homeless students, including principals and other school leaders, attendance supervisors, teachers, enrollment personnel, and specialized instructional support personnel, receive professional development and other support.
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the TCOE liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090.
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the collection and provision of comprehensive data to the state coordinator as required by law.

In addition, when notified pursuant to Education Code 48918.1, the TCOE liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her the student's expulsion. When notified pursuant to Education Code 48915.5, the TCOE liaison shall

participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of the a student with a disability.

The County Superintendent or designee shall inform ~~homeless children and youth, their~~ the parents/guardians of homeless children and youth, unaccompanied youth, school personnel, service providers, and advocates working with homeless families of the duties of TCOE's liaison. He/she The County Superintendent or designee shall also provide the name and contact information of TCOE's liaison to the California Department of Education CDE for publishing on CDE's web site. (42 USC 11432)

Enrollment

TCOE shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, TCOE shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the TCOE liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of his/her the right to appeal rights. (42 USC 11432)

In determining the a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school or program of choice. The student shall be enrolled even if he/she the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the TCOE liaison for homeless students. The TCOE liaison shall assist the parent/guardian, or the student if e/she the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her the school of origin or the school requested by his/her the student's parent/guardian or the student, if an unaccompanied youth, the County Superintendent or designee shall provide the parent/guardian or an the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a homeless student, the student may continue attending his/her the school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the a homeless student has the benefit of matriculating with his/her the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, he/she the student shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she not within the jurisdiction of TCOE, the student shall be allowed to continue to the school designated for matriculation in that district by TCOE.

If the student's status changes before the end of the school year so that he/she the student is no longer homeless, he/she the student shall be allowed to stay in the school of origin. (Education Code 48852.7)

1. Through the duration of the school year if he/she the student is in grades K-8.
2. Through graduation if he/she the student is in high school.

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school or program, the matter shall be referred to the TCOE liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by TCOE
2. An explanation of why the action is proposed or refused
3. A description of any other options TCOE considered and the reasons that other options were rejected
4. A description of any other factors relevant to TCOE's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the TCOE liaison and state coordinator, and a brief description of ~~their~~ **the** roles **of each**

The written explanation shall be complete, as brief as possible, simply stated, and provided in ~~the~~ language that the parent/guardian or student can understand.

The TCOE liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parent/guardian or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardian or unaccompanied youth to resolve an enrollment dispute, the TCOE liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the **TCOE** liaison's enrollment decision, ~~he/she may appeal the decision~~ **may be appealed** to the County Superintendent ~~or designee~~. The County Superintendent ~~or designee~~ shall make a determination within **in** five (5) working days.

If the parent/guardian chooses to appeal TCOE's placement decision **to CDE**, the TCOE liaison shall forward all written documentation and related paperwork to ~~the CDE's~~ **CDE's** Homeless Education Program.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

~~TCOE shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the county and the parent/guardian, or the TCOE liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of the county boundaries, but continues to attend his/her school of origin within the county, the County Superintendent or designee shall consult with the superintendent of the district which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)~~

~~TCOE shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)~~

Transfer of Coursework and Credits

When a homeless student transfers into a TCOE school or program, TCOE shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency, and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she the student shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she the student did not complete at his/her the previous school. However, TCOE may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, TCOE finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever particular partial credit is issued to a homeless student in any particular course, he/she the student shall be enrolled in the same or equivalent course, if applicable, so that he/she the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of TCOE's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall TCOE prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by TCOE established by the County Board and/or County Superintendent, as applicable.

However, when a homeless student who has completed his/her the secondary year of high school transfers into a TCOE school or program from another school district or transfers between high schools

within TCOE, ~~he/she~~ **the student** shall be exempted from all TCOE-adopted coursework and other TCOE-established graduation requirements, unless ~~TCOE~~ **the County Superintendent or designee** makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of ~~his/her~~ **the** fourth year of high school. Within 30 calendar days of the homeless student's transfer, the County Superintendent or designee shall notify the student, the person holding the rights to make educational decisions for ~~him/her~~ **the student** and the TCOE liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the County Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education 51225.1)

To determine whether a homeless student is in ~~his/her~~ **the** third or fourth year of high school, TCOE shall use either the number of credits ~~he/she~~ **the student** has earned as of the date of the transfer or the length of ~~his/her~~ **the** school enrollment, whichever qualifies ~~him/her~~ **the student** for the exemption. (Education Code 51225.1)

The County Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for ~~him/her~~ **the student** how any requirements that are waived will affect the student's ~~eligibility~~ **ability** to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

TCOE shall not require or request a homeless student to transfer in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the TCOE liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if ~~he/she~~ **the student** transfers to another school or ~~school district~~ **out of the TCOE school or program**. (Education Code 51225.1)

If ~~the County Superintendent or designee~~ **TCOE** determines that a homeless student is reasonably able to complete TCOE graduation requirements within ~~his/her~~ **the** fifth year of high school, ~~he/she~~ **the County Superintendent or designee** shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for ~~him/her~~ **the student**, of the option available to the student to remain in school for a fifth year to complete TCOE's graduation requirements and how that will affect ~~his/her~~ **the** ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for ~~him/her~~ **the student** if ~~he/she is~~ under 18 years of age, permit the student to stay in school for a fifth year to complete TCOE's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any TCOE school or program shall ~~have~~ be immediately deemed to meet all residency requirements for participation in interscholastic sports or other access to extracurricular and enrichment activities that are available to all students in the school or program, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, and Complaints, and Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that TCOE has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with TCOE's procedures in AR-1312.3 Uniform Complain Procedures.

The County Superintendent or designee shall ensure that a list of the TCOE liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on TCOE's web site. (Education Code 48852.6)

Each TCOE school that has a web site shall also post the contact information for the TCOE liaison and the name and contact information of any employee or other person under contract with the school who assists the TCOE liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Legal Reference:

EDUCATION CODE

1980-1986 – County community schools

39807.5 – Payment of transportation costs by parents

48645.1 – Juvenile court schools

48645.5 – Acceptance of coursework

48850 – Academic achievement of students in foster care and homeless children

48851 – Identification of homeless children and youths and unaccompanied youths; housing questionnaire

48851.5 – Local educational agency liaison for homeless children and youths

48852.5 – Notice of educational rights of homeless students

48852.6 – Web site posting of information regarding homelessness

48852.7 – Education of homeless students; immediate enrollment

48859 – Definitions

48915.5 – Recommended expulsion, homeless student with disabilities

48918.1 – Notice of recommended expulsion

48985 – Notices to parents in language other than English

51225.1-51225.3 – Graduation requirements

52052 – Accountability; numerically significant student subgroups

52060-52077 – Local control and accountability plan

CALIFORNIA CODE OF REGULATIONS, TITLE 5

4600-4670 – Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv – Free application for federal student aid; definition

1232g – Family Educational Rights and Privacy Act (FERPA) of 1974

1400-1482 – Individuals with Disabilities Education Act

6311 – State plan

UNITED STATES CODE, TITLE 42

11431-11435 – McKinney-Vento Homeless Assistance Act

12705 – Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council – Partial Credit Model Policy and Practice Recommendations

California Department of Education Publication – Homeless Education Dispute Resolution Process, March 2020

California Department of Education Publication – 2021-22 Federal Program Monitoring Instrument, May 2021

National Center for Homeless Education Publication – Homeless Liaison Toolkit, 2020

U.S. Department of Education Guidance – Dear Colleague Letter, July 27, 2016

U.S. Department of Education Guidance – Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018

WEBSITES

California Department of Education, Homeless Children and Youth Education:

<https://www.cde.ca.gov/sp/hs/cy/>

National Center for Homeless Education at SERVE: <https://nche.ed.gov/>

National Law Center on Homelessness and Poverty: <https://nlchp.org>

U.S. Department of Education-Education for Homeless Children and Youths Grants for State and Local Activities: <https://www2.ed.gov/programs/homeless/index.html>

California Child Welfare Council: <https://www.chhs.ca.gov/home/committees/california-child-welfare-council/>

National Homelessness Law Center: <https://homelesslaw.org/>

Regulation approved: 7/13/2011

Revised: 1/1/2021

Regulation adopted: __/__/2022

Tulare County Board of Education
Visalia, California

Tulare County Superintendent of Schools
Visalia, California

TULARE COUNTY OFFICE OF EDUCATION

Administrative Regulation

Instruction

AR 6173

Education for Homeless Children

Education for Homeless Children

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings.
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above.

Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school or program in which he/she was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the TCOE liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interest of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all TCOE students. (Education Code 48850, 48853; 42 USC 11432)

TCOE Homeless Liaison

The County Superintendent designates the following staff person as the TCOE liaison for homeless students: (42 USC 11432)

Foster Youth/Homeless Education Services Coordinating Program
Tulare County Office of Education
1730 W. Walnut, Suite B, Visalia CA 93277
559-302-3622

TCOE's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school or program personnel through outreach and coordination activities with other entities and agencies.
2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, TCOE's schools and programs.
3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by TCOE.
4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services.
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children.
6. Disseminate notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below.
8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice.
9. Ensure that school personnel providing service to homeless students receive professional development and other support.
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the TCOE liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090.
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law.

In addition, when notified pursuant to Education Code 48918.1, the TCOE liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion. When notified pursuant to Education Code 48915.5, the TCOE liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of the student with a disability.

The County Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of TCOE's liaison. He/she shall also provide the name and contact information of TCOE's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

Enrollment

TCOE shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, TCOE shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

In determining the student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school or program of choice. The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall refer the parent/guardian to the TCOE liaison for homeless students. The TCOE liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian or an unaccompanied youth, the County Superintendent or designee shall provide the parent/guardian or an unaccompanied youth with a written explanation of the decision along with a statement regarding the right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin. (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8.
2. Through graduation if he/she is in high school.

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school or program, the matter shall be referred to the TCOE liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment, and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by TCOE
2. An explanation of why the action is proposed or refused
3. A description of any other options TCOE considered and the reasons that other options were rejected
4. A description of any other factors relevant to TCOE's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the TCOE liaison and state coordinator, and a brief description of their roles

The written explanation shall be complete, as brief as possible, simply stated and provided in the language that the parent/guardian or student can understand.

The TCOE liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parent/guardian or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardian or unaccompanied youth to resolve an enrollment dispute, the TCOE liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the County Superintendent or designee. The County Superintendent or designee shall make a determination with five (5) working days.

If the parent/guardian chooses to appeal TCOE's placement decision, the TCOE liaison shall forward all written documentation and related paperwork to the CDE Homeless Education Program.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

TCOE shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the county and the parent/guardian, or the TCOE liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of the county boundaries, but continues to attend his/her school of origin within the county, the County Superintendent or designee shall consult with the superintendent of the district which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

TCOE shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a TCOE school or program, TCOE shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, TCOE may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, TCOE finds that the student is reasonably able to complete

the requirements in time to graduate from high school. Whenever particular credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credit shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credit and grades earned by a student shall be included on the student's official transcript within two business days of TCOE's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall TCOE prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by TCOE.

However, when a homeless student who has completed his/her secondary year of high school transfers into a TCOE school or program from another school district or transfers between high schools within TCOE, he/she shall be exempted from all TCOE-adopted coursework and other TCOE-established graduation requirements, unless TCOE makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the County Superintendent or designee shall notify the student, the person holding the rights to make educational decisions for him/her, and the TCOE liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the County Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, TCOE shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The County Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's eligibility to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

TCOE shall not require or request a homeless student to transfer in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the TCOE liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)

If the County Superintendent or designee determines that a homeless student is reasonably able to complete TCOE graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete TCOE's

graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution

2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete TCOE's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any TCOE school or program shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that TCOE has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with TCOE's procedures in AR 1312.3 – Uniform Complain Procedures.

Regulation approved: 7/13/2011

Revised: 1 / 1 /2021



Tulare County Superintendent of Schools
Visalia, California

TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM

SUBMITTED BY: Dedi Somavia, Assistant Superintendent, Human Resources

SUBJECT:

Presentation of the Williams/Valenzuela Uniform Complaint Report for the 3rd Quarter 2022 from the Tulare County school districts.

DESCRIPTION/SUMMARY:

3rd Quarter 2022 Report of Tulare County school districts' complaints received pertaining to: 1) instructional materials, 2) facilities, and 3) teacher vacancy & misassignment and the resolution if need be, as well as items associated with the Valenzuela Settlement.

FINANCING:

n/a

RECOMMENDATION:

Information only.

Quarterly Uniform Complaint Report Summary for Submission to Tulare County Office of Education Board

Quarter Covered by this Report

____ January/March

___April/June

X July/September

October/December

Year 2022

Textbooks & Instructional Materials:
Enter zero in any cell that does not apply.

Facilities:

Teacher Vacancy & Misassignment

Totals

District

of
complaints
received in
quarter# of
complaints
resolved[illegible]

of
complaints
received in
quarter

of
complaints
resolved

of
complaints
unresolved

of
complaints
received in
quarter

of
complaints
resolved

of
complaints
unresolved

of
complaints
received in
quarter[illegible]# of
complaints
unresolved[illegible]

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Lynne Goodwin

SUBJECT:

Department of Health Care Services 21-10068

DESCRIPTION/SUMMARY:

Fully Executed Amendment in the amount of \$500,000.00, which increases the scope of services in the agreement to include implementation of the FNL Youth Summit and increases the total budget to compensate the contractor for continuing to perform services. The maximum amount is amended from \$5,492,000 to \$5,942,000.

FINANCING:

\$500,000 amendment

RECOMMENDATION:

Accept amendment

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|------------------|------------------|
| 21-10068 | A03 |

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| | | |
|--|---|--------------------------------------|
| 1. CONTRACTOR'S NAME Tulare County Office of Education | | 2. FEDERAL I.D. NUMBER 94-6000545 |
| 3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Services | 4. DIVISION, BUREAU, OR OTHER UNIT Community Services Division | 5. AGENCY BILLING CODE 085155 |
| 6a. CONTRACT ANALYST NAME Sloane Young | 6b. EMAIL Sloane.Young@dhcs.ca.gov | 6c. PHONE NUMBER (916) 345-8680 |

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☐ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)
PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
Friday Night Live Technical Assistance and Training Services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
This amendment adds \$500,000 to Budget Year 2, increases the Scope of Work activities to add a Friday Night Live Youth Summit, and increases the total budget to compensate the Contractor for continuing to perform services. The maximum amount payable is amended from \$5,492,000 to \$5,942,000.

10. PAYMENT TERMS (More than one may apply)

| | | | |
|---|---|---|---|
| <input type="checkbox"/> Monthly Flat Rate | <input type="checkbox"/> Quarterly | <input type="checkbox"/> One-Time Payment | <input type="checkbox"/> Progress Payment |
| <input checked="" type="checkbox"/> Itemized Invoice | <input type="checkbox"/> Withhold _____ % | <input type="checkbox"/> Advanced Payment Not To Exceed _____ | or _____ % |
| <input type="checkbox"/> Reimbursement / Revenue | | | |
| <input checked="" type="checkbox"/> Other (Explain) Payment terms did not change. See original STD 215. | | | |

11. PROJECTED EXPENDITURES

| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|--|---------------|-------------|---------|---------|------------------------|
| <div><div><div>+</div><div>-</div></div>SAPT Block Grant via SAMHS</div> | 4260-116-0890 | 21/22 | 21 | 2021 | \$668,000.00 |
| <div><div><div>+</div><div>-</div></div>SAPT Block Grant via SAMHS</div> | 4260-116-0890 | 21/22 | 21 | 2021 | \$550,000.00 |
| <div><div><div>+</div><div>-</div></div>SAPT Block Grant via SAMHS</div> | 4260-116-0890 | 21/22 | 21 | 2021 | \$100,000.00 |
| <div><div><div>+</div><div>-</div></div>SAPT Block Grant via SAMHS</div> | 4260-116-0890 | 22/23 | 43 | 2022 | \$3,288,000.00 |
| <div><div><div>+</div><div>-</div></div>SAPT Block Grant via SAMHS</div> | 4260-116-0890 | 23/24 | TBD | 2023 | \$668,000.00 |
| <div><div><div>+</div><div>-</div></div>SAPT Block Grant via SAMHS</div> | 4260-116-0890 | 24/25 | TBD | 2024 | \$668,000.00 |

| | | |
|--|-----------------|----------------|
| OBJECT CODE 22-116-0890-5340580-5432000048-3960050-4260LF2B-56017 | AGREEMENT TOTAL | \$5,942,000.00 |
|--|-----------------|----------------|

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

OPTIONAL USE
FY 21/22 (+ \$500,000)
FY 22/23 (- \$50,000)

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

DocuSigned by:
ACCOUNTING OFFICER'S SIGNATURE
Cam Phun
07A45CE88884BB...

ACCOUNTING OFFICER'S NAME (Print or Type)
Cam Phun

DATE SIGNED
October 26, 2022

12. AGREEMENT

| AGREEMENT | TERM FROM | TERM THROUGH | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|--------------------|------------|--------------|--------------------------------|--------------------------|
| Original | 07/01/2021 | 06/30/2023 | \$824,000.00 | Exempt. See Item 13. |
| + - Amendment 1 | 07/01/2021 | 06/30/2025 | \$1,998,000.00 | Exempt. See Item 13. |
| + - Amendment 2 | 07/01/2021 | 06/30/2025 | \$2,670,000.00 | Exempt. See Item 13. |
| + - Amendment 3 | 07/01/2021 | 06/30/2025 | \$450,000.00 | Exempt. See Item 13. |
| TOTAL | | | \$5,942,000.00 | |

13. BIDDING METHOD USED

☐ Request for Proposal (RFP) (Attach justification if secondary method is used)

☐ Invitation for Bid (IFB)

☒ Other (Explain) SCM 5.80 A.5 - Gov't Entity (Local/Fed/Other State)

☐ Exempt from Bidding (Give authority for exempt status)

☐ Use of Master Service Agreement

☐ Sole Source Contract (Attach STD. 821)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A - Amendment

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A - Amendment

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Rates align with local governmental pay scales.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Not Applicable (Interagency / Public Works / Other)

☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

DocuSigned by:
AUTHORIZED SIGNATURE
Nga Pham
98FC14C0A962465...

SIGNER'S NAME (Print or Type)
Nga Pham

DATE SIGNED
October 26, 2022

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?

☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ No ☒ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?

☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A

☐ No ☐ Yes ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☒ Yes ☐ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:


STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|------------------|------------------|
| 21-10068 | A03 |

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS
REQUIRED? (If an amendment, explain changes if any)
N/A - PCC Exempt. ☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME
LONGER THAN THREE YEARS? ☐ No ☒ Yes (If Yes, provide justification below)
N/A - PCC Exempt.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

| SIGNATURE | NAME/TITLE (Print or Type) | DATE SIGNED |
|--|----------------------------|------------------|
|  BDDF0BF20FF444B... | Kristen Dingman, AGPA | October 27, 2022 |

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-10068

AMENDMENT NUMBER

A03**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

[19130 (b)(3)] Services are of such a highly specialized or technical nature that the necessary expert knowledge, experience and ability are not available through the civil service system.

Contractor will provide substance use prevention and youth development theories, practice, training, technical assistance, and program support services to facilitate the success of the Friday Night Live (FNL) programs.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

DocuSigned by:

A handwritten signature in black ink that reads "Vanessa Machado".

D02B68AFE1CF4C8...

PHONE NUMBER
(916) 713-8642EMAIL
vanessa.machado@dhcs.ca.gov

NAME/TITLE (Print or Type)

Vanessa Machado, Program Analyst

STREET ADDRESS
1501 Capitol Ave.CITY
Sacramento

DATE SIGNED

October 27, 2022

STATE
CAZIP
95814

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

AGREEMENT NUMBER

21-10068

AMENDMENT NUMBER

A03

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Tulare County Office of Education

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$5,942,000 (Five Million, Nine Hundred Forty-Two Thousand Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment adds \$500,000 to Budget Year 2, increases the Scope of Work activities to add a Friday Night Live Youth Summit, and increases the total budget to compensate the Contractor for continuing to perform services.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e. Strike).

(Continued on next page)

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tulare County Office of Education

CONTRACTOR BUSINESS ADDRESS

6200 South Mooney Blvd.

CITY

Visalia

STATE

CA

ZIP

93277

PRINTED NAME OF PERSON SIGNING

Tim Hire

TITLE

Superintendent

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

October 25, 2022

6CA1D7235598412...

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

| AGREEMENT NUMBER | AMENDMENT NUMBER | Purchasing Authority Number |
|------------------|------------------|-----------------------------|
| 21-10068 | A03 | |

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave., MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Robert Strom

TITLE

Chief, Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Robert Strom

DATE SIGNED

October 25, 2022

EE053A0F28AE48E...
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per GC 16366.7(b).

STD 213A Continued
Item #4

- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is amended to read: ~~\$5,492,000 (Five Million, Four Hundred Ninety Two Thousand Dollars)~~, **\$5,942,000 (Five Million, Nine Hundred Forty-Two Thousand Dollars)**.
- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibits:

| | |
|---|------------|
| Exhibit A A3 – Scope of Work | (15 pages) |
| Exhibit B, Attachment II A3 – Budget Year 2 | (8 pages) |

All references to Exhibit A A2 – Scope of Work in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit A A3 – Scope of Work. Exhibit A A2 – Scope of Work is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit B, Attachment II A2 – Budget Year 2 in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit B, Attachment II A3 – Budget Year 2. Exhibit B, Attachment II A2 – Budget Year 2 is hereby replaced in its entirety by the attached revised exhibit.

- VI. Provision 4 (Amounts Payable) of Exhibit B - Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this Agreement shall not exceed:

- 1) ~~\$718,000~~ **\$1,318,000** for the budget period of 07/01/2021 through 06/30/2022.
- 2) ~~\$3,388,000~~ **\$3,288,000** for the budget period of 07/01/2022 through 06/30/2023.
- 3) ~~\$693,000~~ **\$668,000** for the budget period of 07/01/2023 through 06/30/2024.
- 4) ~~\$693,000~~ **\$668,000** for the budget period of 07/01/2024 through 06/30/2025.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

- VII. All other terms and conditions shall remain the same.

Exhibit A A3
Scope of Work**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein. The Contractor will manage the California Friday Night Live Partnership (CFNLP) and provide statewide substance use prevention and youth development theories and practice, training and technical assistance (TTA), and program support services to county Friday Night Live (FNL), Club Live (CL), FNL Kids (FNLK), and FNL Mentoring programs(FNLM) (FNL programs). The purpose of these services is to facilitate the success of the FNL programs in achieving outcomes relevant to the FNL requirements including the Standards of Practice, Members in Good Standing (MIGS), Roadmap, and to ensure accurate data reporting in the DHCS data collection and reporting service, specific to FNL programs.

2. Service Location

The services shall be performed at the Tulare County Office of Education at 6200 South Mooney Boulevard Visalia, CA 93277, and various statewide FNL program locations.

3. Service Hours

The services shall be provided during normal Contractor working hours of Monday through Friday excluding State holidays.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

| Department of Health Care Services | Tulare County Office of Education |
|--|---|
| Contract Manager: Vanessa Machado Telephone: (916) 713-8642 Email: Vanessa.Machado@dhcs.ca.gov | Contract Manager: Lynne Goodwin Telephone: (559)733-6496 Email: lgoodwin@tcoe.org |

B. Direct all inquiries to:

| Department of Health Care Services | Tulare County Office of Education |
|--|--|
| Youth Services Section Attention: Vanessa Machado MS 2622 1501 Capitol Avenue P.O. Box 997413 Sacramento, CA, 95899-7413 Telephone: (916) 713-8642 Email: Vanessa.Machado@dhcs.ca.gov | California Friday Night Live Partnership Attention: Katelyn Williford 6200 South Mooney Boulevard P.O. Box Number 5091 Visalia, CA 93278-5091 Telephone: (559)733-6496 Email: katelyn.williford@tcoe.org |

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Exhibit A A3
Scope of Work**5. Services to be Performed**

See attached Work Plan.

6. Quarterly Progress Reports

Contractor must submit quarterly written progress reports to the DHCS Project Representative by the first of every third month (November, February, May, September) with the first report due November 1, 2021. The quarterly report and itemized invoice shall correspond with the Scope of Work and budget and include the clear identification of completed tasks. The report must include a summary of the TTA provided for the time period and a year-to-date summary, evaluation results, minutes from the monthly regional conference calls, problems encountered in achieving or failing to achieve proposed objectives and the methods employed to resolve stated problems. The report must accompany the itemized invoice for payment. Itemized invoices must also include supporting documentation such as travel related receipts, detailed general ledgers, payroll and benefit summaries and subcontractor invoices. Itemized invoices will not be processed without receipt of an acceptable corresponding quarterly report. DHCS's Project Representative may request that additional details and supporting documentation be included in the quarterly report. The quarterly written progress report and itemized invoice reporting periods and due dates are shown below:

| Quarterly Reporting Period | Progress and Invoice Due Date |
|----------------------------|-------------------------------|
| July through September | November 1 |
| October through December | February 1 |
| January through March | May 1 |
| April through June | August 1 |

7. Annual/Final Report

Contractor shall submit a written annual report to the DHCS Project Representative no later than 30 days after the end of each 12 month contract period. The report shall include a summary of the TTA calls, in-person TTA, webinar trainings, toolkits developed, Youth Development Survey summary and statewide report, Member in Good Standing summary, regional conference call summary, and the Leadership Training Institute summary. DHCS's Project Representative may request additional details.

Events Planning and Execution

The Contractor will comply with the following guidance when hosting events. These requirements do not apply to staff meetings to conduct routine business matters:

- A. Contractor will select training event locations that meet federal accessibility requirements for persons with disabilities and will obtain approval from DHCS on selected locations.
- B. Event notices must include the following statement: "If you need a disability-related reasonable accommodation/alternative form for this event, please contact (Name) at (Phone number, E-mail address, and TDD number) by (a date up to two weeks prior to the event)." Contractor is responsible for providing any needed disability-related reasonable accommodations/alternative formats.

Exhibit A A3
Scope of Work**8. Key Personnel**

If any key personnel that fill the position of Administrator, Program Analysts, FNL Support Services Specialist, or Program Specialist are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall immediately offer substitute personnel. Paid leaves of absence cannot be supported by this contract.

9. Contract Oversight

- A. Contractor will provide an Administrator to oversee the operation of the CFNLP and the delivery of TTA and program support. The detailed responsibilities of the Administrator are noted in the Personnel Services section of the Budget Justification.
- B. Contractor and key project staff shall meet or confer with DHCS's Project Representative at least once each month to review progress, formulate plans for the coming month, and discuss any difficulties or problems so that remedies can be developed as soon as possible.
- C. DHCS's Project Representative, or any authorized representative, has the right at any reasonable time to inspect, or otherwise evaluate the work performed or being performed hereunder, including subcontract supported activities, and the premises on which it is being performed. If any inspection, or evaluation is made by DHCS of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of DHCS representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- D. DHCS's Project Representative or any authorized representative may attend any events (e.g. webinars, conference calls, training events, etc.) funded through this contract.
- E. All travel must be approved by DHCS. Contractor will submit travel requests 30 days prior to traveling (time permitting).
- F. All products, reports, or materials developed through this contract (such as training curricula or evaluation materials) or through a subcontract, shall be in the public domain and be the property of the State of California and the Federal Government.

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit A A3
Scope of Work**11. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A A3
Scope of Work**PROJECT WORK PLAN****A. General Support and Structure**

| Objectives | Tasks | Timeframe |
|---|--|---|
| Contractor will provide staffing and organizational structure to provide administration, TTA, and program support services statewide to FNL Programs. | <ol style="list-style-type: none"> 1. Provide substance use prevention and youth development theories and practice, TTA, and support to DHCS for emerging issues and special projects, as requested. 2. Make recommendations to DHCS on the implementation of services provided under this contract and advise DHCS on the implementation of services and support for FNL programs. 3. Work closely and cooperatively with the DHCS Project Representative and respond to all DHCS requests for information and documentation related to the provisions of this contract. 4. Ensure that all approvals, selections, identification processes, TTA and support services are properly and cooperatively vetted through DHCS. This includes, but is not limited to, TTA topics, TTA materials, selection of consultants/FNL Peer Coaches, selection of training locations, travel requests, forms, etc. 5. Engage in trainings/conferences (as funding permits) and other learning opportunities, such as online resources, that commonly provide education and insight to emerging substance use prevention and youth development theories and practice to ensure Contractor stays informed and current. 6. Conduct monthly check-in calls, or more if needed, with DHCS's Project Representative. 7. Coordinate, facilitate and maintain FNL program peer communication and collaboration processes between the six FNL regions including, but not limited to, | <ol style="list-style-type: none"> 1. As needed, as agreed upon and as funding permits 2. Monthly during scheduled call with DHCS or more frequently if needed 3. Within two business days of request 4. Continuously. 5. Continuously 6. Monthly or more frequently if needed 7. Monthly or more frequently if needed |

Exhibit A A3
Scope of Work

| | | |
|--|---|--|
| | <p>monthly regional and California Friday Night Live Collaborative (CFNLC) Leadership conference calls, general communications and other processes.</p> <ul style="list-style-type: none"> a) Create and electronically disseminate agendas to participants at least one day prior to the call b) Record and electronically disseminate minutes to participants within five business days after the call <p>8. Provide consultants and staff with current information on cultural relevancy and definitions within the National Standards for Culturally and Linguistically Appropriate Services, as necessary.</p> <p>9. Foster relationships across systems and with other organizations that can enhance the TTA for FNL Programs and/or further the engagement of high risk and hard to reach youth.</p> <p>10. Provide start-up stipends to non-FNL counties to support participation in FNL implementation and additional stipends to counties that choose to engage special population partnerships.</p> <p>11. CFNLP will develop and implement processes that include:</p> <ul style="list-style-type: none"> a) Identification and documentation of county intent to participate/receive funding. b) Develop and process county and tribal contracts and payment mechanisms. c) Provide training and certification in HCE to non FNL county program providers, as requested. <p>12. Utilize Coronavirus Response and Relief Supplement Appropriations Act (CRSSA) and America Rescue Plan Act (ARPA) as pass through funding to implement FNL programs in Modoc County. As the FNL provider, Resources for Indian Student Education, Inc. will engage youth from the to the Pit River Tribe of</p> | <p>8. Monthly or more frequently if needed</p> <p>9. As needed</p> <p>10. As needed</p> <p>11. Annually</p> <p>12. Anually</p> |
|--|---|--|

Exhibit A A3
Scope of Work

| | Burney, the XL Reservation, Fort Bidwell Paiute Reservation, and Cedarville Rancheria. | |
|---|---|--|
| B. <u>Technology</u> | | |
| Objectives | Tasks | Timeframe |
| Contractor will offer and maintain technological services and systems to support the efforts of the FNL programs. | <ol style="list-style-type: none"> 1. Maintain the website domain name www.fridaynightlive.org. Operate and maintain the website on a quarterly basis. It shall provide FNL program information for FNL County Coordinators, FNL participants, DHCS and the general public. The website should function as a network for the FNL field and provide access to educational, programmatic and outcome information regarding FNL Programs. 2. Rebuild the FNL webpage to allow for expansion, enhanced accessibility, increased user interface, and interaction. 3. Ensure the content and information is appropriate, accurate and accessible by sight impaired individuals. 4. Add program materials, funded by this contract, to the CFNLP website as they are developed and approved by DHCS to enable FNL programs to download an electronic version. 5. Use the CFNLP website as an opportunity to network and support FNL programs by providing a portal for required programmatic requirements (including but not limited to the MIGS reference documents and all outcome related reports), social media, sharing upcoming event information (i.e., Save the Date, event details), funding opportunities, conference registration, training, etc. | <ol style="list-style-type: none"> 1. At a minimum, review the content quarterly, make necessary updates, obtain DHCS approval if needed and post updated material 2. July 2022-June 2023 3. Continuously 4. When applicable and upon DHCS approval 5. Continuously and within 3 months of the scheduled events |

Exhibit A A3
Scope of Work

| | | |
|--|---|--------------------|
| | 6. Maintain and utilize a conference call service to enhance communication and support the CFNLC and the six FNL program regions. | 6. When applicable |
| | 7. Maintain and utilize webinar services and internet based platforms to facilitate training and meetings. When applicable, and as funding permits, post pre-recorded webinars to the FNL website for ad hoc viewing. | 7. When applicable |

C. Training and Technical Assistance

| Objectives | Tasks | Timeframe |
|--|---|------------------|
| Contractor will develop, support and maintain a TTA system for FNL programs. | 1. TTA will be made available through in-person training, webinars, electronic communication, telephone support and website technology. <ul style="list-style-type: none"> a. A minimum of six webinars (not related to the Youth Development Survey) of varying subject matter will be delivered to the FNL field each contract year. b. TTA via telephone will be provided continuously, documented, and reported to DHCS in the quarterly reports. c. In-person TTA will be provided when it is the most beneficial method for the recipient(s) and as funding permits. | 1. Continuously |
| | 2. Plan, coordinate and implement one (1) annual multi-day statewide FNL Training Institute that includes but is not limited to: <ul style="list-style-type: none"> a. Collaboration with the CFNLC in providing oversight and coordination for the agenda, content and material development for all workshops/trainings, break-out sessions, etc. b. Coordinate conference calls with the CFNLC to plan the event. Take minutes and electronically disseminate them to the participants. c. Coordinate contract negotiations with hotels and/or event sites that meet the approval of DHCS. Negotiations will include conference and meeting room needs, meeting participant and staff lodging, meals, parking, and other facility costs, as funding permits. | 2. Annually |

Exhibit A A3
Scope of Work

| | | |
|--|--|--|
| | <p>d. A registration fee may be collected to off-set the expense of meals, lodging and facility costs. Participants will be responsible for travel to and from the event.</p> <p>3. <u>Plan, coordinate and implement one (1) annual multi-day statewide FNL Youth Summit that includes but is not limited to:</u></p> <p>a. <u>Collaboration with the CFNLC to provide oversight and coordination of the agenda, content and material development for all workshops/trainings, break-out sessions, etc.</u></p> <p>b. <u>Coordinate conference calls with the CFNLC to plan the event. Take minutes and electronically disseminate them to the participants.</u></p> <p>c. <u>Coordinate contract negotiations with hotels and/or event sites that meet the approval of DHCS. Negotiations will include conference and meeting room needs, meeting participant and staff lodging, meals, parking, and other facility costs, as funding permits.</u></p> <p>3. <u>4.</u>Determine when on-site, online, and/or group training is preferable to direct TTA services and accordingly plan and conduct as many training events as needed contingent on available resources.</p> <p>4. <u>5.</u>Provide TTA that addresses program development needs with the goal of meeting program standards. TTA will include a certification process that will include the HCE practioner and Responsible Beverage Service (RBS). The CFNLP will develop, execute and manage sub-contracts with appropriate partners/consultants to establish the curricula for these certification programs.</p> <p>5. <u>6.</u>Record and track TTA activities and training events, outcomes, and evaluation results (location, frequency, topic, cost and trainer).</p> <p>6. <u>7.</u>Implement a series of training courses and/or webinars on topics most appropriate for FNL programs. Utilize CFNLC input, county assessments, statewide data and the expertise of partners to ascertain FNL program needs and emerging issues.</p> | <p>3. Continuously <u>Annually</u></p> <p>3.4. Continuosly</p> <p>4. <u>5.</u> Continuously</p> <p>5. <u>6.</u>Continuously</p> <p>6. <u>7.</u> Continuously</p> |
|--|--|--|

Exhibit A A3
Scope of Work

| | | |
|--|--|---|
| | <ul style="list-style-type: none"> a. Develop a training plan for each training event. Each training plan is to be approved by DHCS 30 days prior to the event (time permitting). b. Oversee the design and development of materials for all trainings (agendas, handouts, name badges, registration information, etc.). c. Monitor and track all expenses related to each training event. d. Develop toolkits to support the work of FNL Program providers that reflect new and emerging issues, implementation strategies and processes. | |
| | <p>7. <u>8.</u> Identify diverse and culturally proficient consultants and FNL Peer Coaches to provide TTA and program support services to FNL programs.</p> <ul style="list-style-type: none"> a. Develop, execute and manage sub-contracts with appropriate partners, consultants and FNL Peer Coaches to deliver TTA services when and where appropriate. b. Assign appropriate consultant(s) or staff to meet TTA requests, based upon, but not limited to, priority, type, location, length of each TTA to be provided, direction from DHCS and the FNL Programs, and the Contractor's assessment of the program's needs. | 7. <u>8.</u> Continuously |
| | <p>8. <u>9.</u> Obtain approval from DHCS prior to the delivery of training services and disseminating materials.</p> | 8. <u>9.</u> Continuously |
| | <p>9. <u>10.</u> Roadmap Expansion</p> <ul style="list-style-type: none"> a. Expand and refine the Roadmap Chapter Guide as needed to reflect the evaluation and lessons learned from the previous implementation. b. If applicable, engage in the Service to Science process related to the Roadmap Chapter Guide. c. Provide training related to each Roadmap module throughout each contract year and at the annual FNL Training Institute to support the continuous improvement process in the adoption of the Roadmap. d. Continue to seek additional opportunities to support the expansion, implementation, refinement, and evaluation of the Roadmap, including but not limited to: conference presentations, grant funding, and evaluative reviews. | 9. <u>10.</u> Continuously |
| | <p>10. <u>11.</u> Provide technical assistance, mini-grants, tools, and materials to support the implementation of town hall meetings by county FNL programs.</p> | 10. <u>11.</u> Continuously |

Exhibit A A3
Scope of Work

| | <p>44. 12. Perform concentrated TTA to counties receiving CRSSA/ARPA funding for FNL implementation. TTA will occur through telephone calls, e-mails, webinars, and county, regional, and statewide in-person and virtual training. Related travel and incidental costs for staff and local programs will be provided through this grant.</p> <p>a. Provide a detailed county list, number of days TTA provided, and a description of TTA provided to each county and to the DHCS representative.</p> <p>42. 13. Conduct a minimum of two webinars for FNL County Administrators on the MIGS purpose, process, and requirements. DHCS will be notified of the webinars through quarterly reporting.</p> <p>43. 14. Support the implementation and expansion of Friday Night Live Mentoring programs through technical assistance, training, and materials development.</p> <p>44. 15. Conduct individual meetings with FNL County Coordinators responsible for the MIGS application.</p> <p>a. Meetings will include review of the MIGS purpose, process, and requirements</p> <p>b. FNL County Coordinators will be informed of their progress toward meeting MIGS requirements.</p> | <p>41. 12. Continuously</p> <p>42. 13. Annually</p> <p>43. 14. Ongoing</p> <p>44. 15. Quarterly</p> |
|---|---|---|
| D. <u>Data Collection and Evaluation</u> | | |
| Objectives | Tasks | Timeframe |
| A. Contractor will provide oversight, support and | 1. Assist DHCS in ensuring accurate data entry related to the ongoing submission of FNL Chapter related activities. Use the DHCS data collection and reporting service reports and other collected data to monitor progress. | 1. Continuously |

Exhibit A A3
Scope of Work

| | | |
|--|--|---|
| <p>technical assistance with the DHCS data collection and reporting service, specific to FNL programs.</p> | <ol style="list-style-type: none"> 2. Ensure all FNL funded counties complete the Countywide Profile by September 30 of each new State fiscal year, and submit to the Contractor. Monitor monthly from July through September and follow-up with counties that do not have a completed profile. 3. Ensure all FNL funded counties complete Chapter Profiles for each FNL chapter at the beginning of each new State fiscal year or at the time a new chapter is formed, and submit to the Contractor. Monitor monthly and follow-up with counties that have active Chapters without completed profiles. 4. Produce chapter certifications for FNL program sites. 5. Gather and analyze FNL specific data to assist in determining which FNL programs could benefit from TTA. 6. Coordinate with DHCS to provide TTA and webinars relevant to improving and supporting FNL Program staff competency with the DHCS data collection and reporting service, as it relates to FNL. 7. Assist DHCS in keeping current the FNL specific DHCS data collection and reporting service User Manual and related materials. | <ol style="list-style-type: none"> 2. By September 30 of each contract year 3. Monthly 4. As needed 5. Continuously 6. As needed 7. As needed |
| <p>B. Manage and support a bi-annual MIGS process.</p> | <ol style="list-style-type: none"> 1. Update MIGS reference documents using a stakeholder informed process. Collect stakeholder recommendations for changes to the MIGS process, submit recommendations to DHCS, and update the MIGS reference documents accordingly. MIGS stakeholder group will examine the impact administrative requirements have on the field and report recommendations to improve the process. The stakeholder group shall consist of members of the CFNLC (both meeting and not meeting MIGS standards), CFNLP, FNL coordinators, county | <ol style="list-style-type: none"> 1. By June 30, 2022 |

Exhibit A A3
Scope of Work

| | | |
|--|---|--|
| | <p>coordinators, county prevention coordinators, and DHCS. Submit revised MIGS reference materials to DHCS for approval. Once approved, provide training to FNL participants for standardization of updated MIGS.</p> <ol style="list-style-type: none"> Include review of the current MIGS processes to identify potential streamlining opportunities during stakeholder listening sessions. Utilize CFNLC and CFNLP feedback to simplify and standardize the MIGS process. Submit MIGS/administrative revisions to DHCS for review and approval. <p>2. Provide administrative support to assist the CFNLC with the implementation of the peer-driven MIGS accountability review.</p> <ol style="list-style-type: none"> Review conducted June 2022 and June 2024 Re-application reviews for non-MIGS conducted 2023 and 2025 Results released September 15th of each contractual year <p>3. Use the CFNLC approved MIGS implementation plan detailing criteria, benefits, roles and responsibilities for MIGS submissions.</p> <p>4. CFNLP will collaborate with the CFNLC to provide guidance and recommendations involving the MIGS certification process for the FNL programs including updates and revisions, when appropriate, that meet the program standards and work to achieve program outcomes.</p> <p>5. Publically post the MIGS requirements on the CFNLP website and notify new county FNL Coordinators of the MIGS requirements and the process to achieve or maintain a good standing.</p> <p>6. Utilize the FNL Training Institute and other training events to train and assist FNL funded counties in completing necessary requirements to achieve MIGS certification.</p> | <p>2. Bi-Annually</p> <p>3. As needed</p> <p>4. Within 30 days of being notified of the new hire</p> <p>5. Continuously</p> <p>6. Continuously</p> |
|--|---|--|

Exhibit A A3
Scope of Work

| | | |
|--|--|--|
| | <p>7. Assist FNL programs to complete and submit Technical Assistance Plans to strengthen and meet program standards and MIGS status.</p> <p>8. Provide recommendations/opportunities for TTA relevant to supporting counties to achieve a MIGS standing.</p> <p>9. Provide systems to gather, assess and store accountability documents related to MIGS for the CFNLC and DHCS.</p> | <p>7. Continuously</p> <p>8. Continuously</p> <p>9. Continuously</p> |
| C. Evaluation – FNL Youth Development (YD) Survey and Analysis | <p>1. Coordinate and disseminate the annual FNL Youth Development (YD) Survey to all FNL programs for implementation and in fulfillment of MIGS requirements including the FNL Mentor Retrospective Survey where applicable.</p> <ol style="list-style-type: none"> The existing FNL YD Survey tool will be utilized and modified, if needed, based on FNL Program input. The FNL YD Survey data will be gathered via electronic means (Survey Monkey, Excel spreadsheet, etc.) and in hard copy from those counties that do not have electronic capability. The data will be analyzed and synthesized into statewide and county specific reports. The survey results will be reviewed with DHCS and utilized to identify areas that could benefit from future program improvements. <p>2. Provide DHCS FNL YD Survey result reports and develop an infographic for approval that reflects the aggregated findings and analysis of all surveyed counties. Once approved by DHCS, post on the CFNLP website and disseminate report and infographic to FNL Counties statewide.</p> <p>3. Provide FNL YD Survey result reports specific to each participating FNL County that reflect the findings and analysis relative to their FNL survey submissions.</p> | <p>1. Process begins every February 15 and will repeat annually</p> <p>2. By July 30 of each contract year</p> <p>3. Prior to the annual Leadership Training Institute</p> |
| D. Evaluation – TTA Services | <p>1. Evaluate the quality of the TTA services and assess the outcomes achieved through the services provided. TTA is distinguished from training in that it is provided in an effort to address an individual county's specific challenges, provide</p> | <p>1. By September 30 of each contract year</p> |

Exhibit A A3
Scope of Work

| | | |
|--|--|--|
| | <p>guidance, analysis and recommendations for improvement. It is provided within the context of a continuous improvement process that supports the ongoing advancement of FNL programs.</p> <ol style="list-style-type: none"> a. TTA consultations that are of 15 minutes or more will be tracked in a DHCS approved format and reported in the quarterly progress reports identifying the county, staff person/consultant that delivered the TTA, the individual that received the TTA, the length of time, the topic/TTA delivered, session notes and whether additional TTA is needed or already scheduled. b. A DHCS approved annual survey will be administered in August/September of each contract year to all of the FNL County Coordinators to evaluate the quality of TTA delivered during the previous project year and determine the current needs of the field. The results will be compiled and provided to DHCS with the subsequent quarterly progress report. c. The survey results will be reviewed with DHCS and utilized to: <ol style="list-style-type: none"> i. Identify areas where TTA service delivery may need to be improved. ii. Plan for future TTA topics based on field feedback. <ol style="list-style-type: none"> 2. Evaluate the quality of training services and assess the outcomes achieved (webinars, regional trainings, the annual Leadership Training Institute, etc.). <ol style="list-style-type: none"> a. Use a DHCS approved evaluation form to assess the quality and effectiveness of the training. Distribute the form to all training recipients at the end of each training and exercise due diligence to ensure they are completed. b. Prepare an analysis of the completed evaluations, compile the results and submit to DHCS's Project Representative with the quarterly progress reports. c. Review the results with DHCS for areas of quality improvement and to determine priorities for future trainings. d. Adjust training as appropriate and provide CFNLP staff and/or consultants with feedback as needed. 3. Create four infographics illustrating the experiences youth participants have statewide, in the context of the evidence-based FNL Standards of Practice. The illustration will be contingent on the data derived from the content gathered and presented in one-page documents. | <ol style="list-style-type: none"> 2. Disseminate and collect after each training. Provide DHCS the results as requested 3. Annually |
|--|--|--|

Exhibit B Attachment II, A3
Budget
Year 2
(July 1, 2022 through June 30, 2023)

Personnel

| Position Title | # of Staff | Annual Salary | FTE % | Annual Cost |
|---------------------------------|-------------------|----------------------|--------------|--------------------------------------|
| Administrator | 1 | 181,940 | 60% | \$ 109,163 |
| Program Analyst | 1 | 72,415 | 45% | \$ 32,588 |
| Program Analyst | 1 | 72,415 | 100% | \$ 72,415 |
| Project Specialist | 1 | 65,003 | 100% | \$ 65,003 |
| FNL Support Services Specialist | 1 | 54,746 | 100% | \$ 54,746 |
| | | | | Total Salary \$ 333,915 |
| | | | | Fringe Benefits (67.504%) \$ 225,406 |

Total Personnel \$ 559,321

Operating Expenses

| | |
|------------------------|-----------------------------------|
| Supplies | 1,000 |
| Printing | 2,000 |
| Postage | 3,064 |
| Communication | 3,000 |
| Conferences & Meetings | 400,000 520,616 |
| Rent | 9,721 |

Total Operating Expenses \$ 118,785
\$539,401

Travel

Total Travel Expenses \$ 10,000

Subcontracts

Technical Assistance, training and evaluation
Contractor Pool

Total Subcontracts \$ 2,615,951

Equipment

Total Equipment Costs \$ 5,000

Other Costs

Total Other Costs \$ 0

Indirect Costs (6.27% of All Expenses)

Indirect Costs \$ 78,943
108,327

Annual Budget Total \$ 3,388,000
3,838,000

Exhibit B Attachment II, A3
Budget
Year 2
 (July 1, 2022 through June 30, 2023)

PERSONNEL SERVICES: \$333,915

This is the total cost of personnel services, excluding benefits. Salaries for all personnel are dictated by the Tulare County Office of Education (TCOE) salary schedule. The salary amounts and percentage of full time equivalent (FTE) are forecasted approximations. The services provided through this contract rely heavily on the skills, education, and expertise of the human resources described below.

Administrator: \$109,163

The Administrator's salary and fringe benefits were calculated according to the management and confidential salary schedule created by the personnel division of the TCOE. The Administrator will be funded 60% FTE of a total annual salary of \$181,940.

Duties include but are not limited to:

- Overall project planning and management.
- Overall administration and supervision of project staff.
- Development of processes and opportunities that ensure that staff are skilled, knowledgeable and accountable.
- Ensuring that project staff, consultants and subcontractors have adequate knowledge, prevention expertise and capacity to provide services that support the goals of the project and are culturally sensitive and linguistically appropriate.
- Working with county Friday Night Live (FNL) programs to identify training and technical assistance (TTA) that will increase the capacity of the programs and expand the depth, breadth and quality of FNL program implementation.
- Providing direct TTA to FNL programs.
- Providing leadership for the implementation of the Leadership Training Institute (LTI) and ensuring that the Leadership Team (LT), Program Analyst, and Program Specialist have structure and support for all aspects of this deliverable.
- Planning, coordination, content design, oversight, implementation and evaluation for the LTI.
- Ensuring that budget controls and expenditures associated with contract activities are allowable and appropriate.
- Ensuring that prior approval is obtained for all travel and TTA.
- Providing administrative and structural support to the California Friday Night Live (CFNLC) and the Member in Good Standing (MIGS) review team by ensuring that staffing, logistics, and other aspects are provided for as appropriate to the budget.
- Ensuring that all contract deliverables from service delivery sub-contracts, including reports, are submitted on time and are of high quality.
- Researching, developing and implementing web technology resources as a cost effective way to provide training and information.
- Supporting and maintaining the integrity of the FNL programs.
- Ensuring the use of current prevention technology, such as evidence-based youth development strategies and environmental prevention, and identifying substance use disorder prevention issues affecting youth across California.
- Facilitating continuous knowledge and skill development by gathering information and training opportunities on emerging trends and evidence-based youth development strategies and disseminating to FNL programs.

Exhibit B Attachment II, A3
Budget
Year 2
 (July 1, 2022 through June 30, 2023)

- Enhancing the success of Substance Abuse Prevention and Treatment Block Grant (SABG) funded FNL programs.
- Developing relationships across systems that aim to improve and expand the TTA provided by the CFNLP resulting in improved FNL programs at the local level.
- Identifying and developing funding opportunities and the capacity for FNL programs to pursue local, state and federal funds.
- Ensuring the implementation and maintenance of a structure that will ensure that FNL counties maintain a positive MIGS status or are working towards meeting the MIGS requirements.
- Ensuring thorough oversight and technical assistance that FNL programs enter appropriate FNL related data into the Department of Health Care services (DHCS) data collection and reporting service, the Youth Development Survey and the Retrospective Survey and the data is used for program improvement and evaluation purposes.
- Developing and disseminating techniques and strategies for FNL programs to involve high-risk and underserved youth.
- Ensuring all TTA materials are approved in advance of implementation.
- Track emerging trends and relevant literature related to high-risk alcohol use, prescription drugs, opioid addiction, marijuana, etc. Reports national trends to DHCS.
- Create and implement advanced policy efforts that relate to alcohol and drug use, including policies that support youth engagement.
- In collaboration with DHCS and key stakeholders, participate in planning committees that support the requirements of Substance Abuse Prevention and Treatment Block Grant funding. This includes the Interagency Prevention Advisory Council, State Epidemiological Workgroup and Evidence-based Practices Workgroup.
- Oversee the comprehensive planning for statewide FNL programs that will enhance, sustain and measure an evidence-based high-risk substance use prevention and education program for statewide FNL programs.
- Monitor relevant national and state data, implement needs assessments, and develop new programming based on identified service gaps.
- Prepare reports and presentation materials as needed to include current data, and local and national trends; submit report for publication.
- Work to identify new funding sources for statewide prevention efforts.

Program Analyst: \$32,588

The Program Analyst for this project will be funded at 45% FTE of a total annual salary of \$72,415 with additional hours in-kind. Salary decreased due to staffing changes which will result in a lower salary cost. The Program Analyst's salary and fringe benefits were calculated according to the management and confidential salary schedule created by the personnel division of the Tulare County Office of Education.

Duties include, but are not limited to:

- Developing and managing all technology needs of the program. This includes online registration processes and polls, webinars and webinar facilitation.
- Managing all website related tasks, including posting and removing documents, TTA calendar management, and providing support to programs utilizing the site.

Exhibit B Attachment II, A3
Budget
Year 2
(July 1, 2022 through June 30, 2023)

- Developing PowerPoints, fact sheets and other presentation materials utilized by all staff dedicated to this project.
- Providing direct training to the field through webinars and in-person trainings.
- Developing training materials and documents to support the CFNLC, LT and the project staff.
- Providing support to the California Youth Council (CYC) that includes facilitation and direction, research and development of tools and materials relevant to the CYC work.

Program Analyst: \$72,415

The Program Analyst for this project will be funded at 100% FTE of a total annual salary of \$72,415, with additional hours in-kind. The Program Analyst's salary and fringe benefits were calculated according to the management and confidential salary schedule created by the personnel division of the Tulare County Office of Education.

Duties include, but are not limited to:

- Developing and managing all technology needs of the program. This includes online registration processes and polls, webinars and webinar facilitation.
- Managing all website related tasks, including posting and removing documents, TTA calendar management, and providing support to programs utilizing the site.
- Developing PowerPoints, fact sheets and other presentation materials utilized by all staff dedicated to this project.
- Providing direct training to the field through webinars and in-person trainings.
- Developing training materials and documents to support the CFNLC, LT and the project staff.
- Providing support to the California Youth Council (CYC) that includes facilitation and direction, research and development of tools and materials relevant to the CYC work.

Project Specialist: \$65,003

The Project Specialist, will be funded 100% of a total annual salary of \$65,003. The Program Specialist salary and fringe benefits were calculated according to the negotiated contract with the TCOE, the Board of Trustees and California School Employees Association, and the bargaining unit for classified employees. Salary decreased due to an staffing changes which will result in a lower salary cost The Project Specialist will provide organizational support to the project staff, assist in the development, implementation, and maintenance of the county FNL program documentation and provide clerical support to the organization's structure.

Duties include, but are not limited to:

- Organizing hotel logistics for training events including meals, lodging arrangements, room set up, registration management and other logistical details.
- Producing and transmitting routine correspondence to the FNL programs.
- Tracking inventory and ordering supplies for the office, training events and meetings.
- Creating purchase orders and requests for warrants for purchases.
- Creating and maintaining notes for meetings, regional calls, LT calls, LTI planning committee calls and other calls related to the support of the FNL programs.

Exhibit B Attachment II, A3
Budget
Year 2
(July 1, 2022 through June 30, 2023)

- Producing and maintaining records and documents that support all aspects of the CFNLP's organizational needs, such as maintaining the FNL County Coordinator directory, MIGS documentation, DHCS data collection and reporting service documentation and certificates.
- Making travel arrangements for CFNLP staff, pre and post travel documents and other documentation processes inherent to the efficient function of the organization.
- Creating contracts and materials to support the addition of the youth council project.

FNL Support Services Specialist: \$54,746

The FNL Support Services Specialist will be funded 100% of a total annual salary of \$54,746. The FNL Support Services Specialist salary and fringe benefits were calculated according to the negotiated contract with the TCOE, the Board of Trustees and California School Employees Association, and the bargaining unit for classified employees. The FNL Support Services Specialist will support the county FNL contract and data collection management.

Duties include, but are not limited to:

- Contract production and management
- Contract reporting
- Monitor FNL data input
- Provide technical assistance to assure quality data collection and reporting
- Compose correspondence for the purpose of ensuring that confidential letters, memoranda, agreements, and reports are produced in a timely manner.
- Creates database/spreadsheets for the purpose of ensuring that data is maintained and collected for the documentation requirements.
- Implements reporting procedures and internal controls for the purpose of maintaining accurate records.
- Proofread all documents for the purpose of ensuring accuracy of information, as well as grammar, word usage, syntax, spelling and punctuation.
- Communicate with partners for the purpose of maintaining clear records and keeping current on project changes and needs.

Fringe Benefits: \$225,406

The total benefit package for employees of the TCOE includes health and life insurance, disability insurance, workers compensation, Public Employees Retirement System contributions and Medi-Cal. Approximate benefit rate totals 20%-71% of salary, depending on the salary range of each employee. Total fringe benefits increased due to increased FTE. Listed below is a breakdown of benefit percentages:

| BENEFIT | CLASSIFIED MGMT | CLASSIFIED |
|----------------|------------------------|-------------------|
| | | |
| PERS | .23 | .23 |
| MEDI | 0.0145 | 0.0145 |
| DISABILITY | 0.0065 | 0.0065 |
| SUI | .0005 | .0005 |
| W/COMP | .0317 | .0317 |

Exhibit B Attachment II, A3
Budget
Year 2
(July 1, 2022 through June 30, 2023)

| | | |
|--------------------------------------|-------------|-------------|
| OPEB FTE annual | \$3,417.00 | \$3,417.00 |
| OPEB SALARY | .0800 | .0800 |
| Health & Welfare (medical) annual | \$22,771.60 | \$23,107.60 |

OPERATING EXPENSES: \$118,785-\$539,401

a) Supplies: \$1,000

Supply costs include general office supplies such as paper, pens, pencils, print cartridges, copy machine toner, computer peripherals, etc. Approximately \$83.33/mth x 12 months.

b) Printing and Duplication: \$2,000

Printing and duplication costs will include, but not be limited to, program materials, packets, toolkits, manuals, training materials, etc. Approximately \$166.66/mth x 12 months.

c) Postage: \$3,064

Postage costs include routine mailing of written communications that cannot otherwise be e-mailed. Hard copy invoices, reports and documentation to DHCS. Hard copy documentation of MIGS letters to County Administrators and FNL Coordinators. Various items requested by the field, such as Roadmap binders, toolkits, etc. Postage cost increased in year two due to an increase in contract related correspondence and identity item shipments. Approximately \$255.32/mth x 12 months.

d) Communication: \$3,000

Communications costs include telephone, cellular phone, webinar and FAX costs. Costs include platforms and subscriptions to facilitate monthly regional conference calls, FNL Mentoring conference calls, MIGS workgroup conference calls, LTI planning conference calls, etc. A portion of the cellular phone costs for the Administrator and Program Director. Technical assistance will be offered via telephone as well as on-going contact with county FNL Coordinators and staff. Webinar service subscription will support the facilitation of webinars that will be used as a TTA tool. Other communication tools include online platforms, including but not limited to: Adobe Connect, Zoom, and Canva. Approximately \$250/mth x 12 months.

e) Conferences and Meetings: ~~\$100,000~~ 520,616

Conference and meetings costs will cover expenses related to statewide (including LTI), **Friday Night Live Youth Summit**, regional, and local/county meetings and trainings, CFNLC trainings/meetings, MIGS listening sessions, and other collaborative meetings/trainings as deemed necessary and within budget. This total amount represents up to 30 trainings, conferences, and/or meetings ranging in cost from \$500 - \$500,000 per instance. Conferences and meetings total costs are increased due to anticipated additional technical assistance and training needs. Prior to any training event, DHCS must review and approve presenters, agendas, and other materials used at the training events. In addition, DHCS prior approval will be obtained on the location of the events. **Utilize FY 22/23 CRSSA funds to support the offset registration costs for up to 1,000 youth attending the Friday Night Youth Summit scheduled for November 5 - 6, 2022.**

Exhibit B Attachment II, A3
Budget
Year 2
(July 1, 2022 through June 30, 2023)

f) Rent: \$9,721

This line item will pay for rent. This amount represents 45% of the office space fees incurred by the CFNLP annually. Office space fees are divided across programs within TCOE. Approximately \$810.11/month x 12 months.

Equipment and Equipment Rental: \$5,000

Computer costs (\$2,500 per unit) will include the purchase of 2 computers for 2 staff. These computers will be issued to new staff and/or will replace staff computers that have reached the end of their useful life.

Travel: \$10,000

Travel costs include hotel, mileage and per diem for up to 10 CFNLP staff and up to 20 CYC members to attend statewide meetings, provide on-site TTA, MIGS or CFNLC meetings and travel for other events and/or conferences relating to the contract. Travel may include the staff funded through this contract, in-kind staff traveling expressly for the support of this contract and California Youth Council members traveling to provide training or other efforts directly related to the promotion of FNL programs. Travel cost will increase due to additional site visit training and support needs. Rates of reimbursement adhere to the CalHR approved state rate. DHCS approval will be obtained 30 days prior to travel (time permitting).

Subcontracts: \$2,615,951

The Contractor will establish subcontractors suited for specific TTA, evaluation, county support and technological needs upon approval of this contract. Subcontractors will vary depending on availability and suitability to fulfill the identified needs.

- a) Subcontractor Kathleen Tebb, University of California San Francisco (UCSF) - Evaluation TTA. Contracted services will be for Youth Development Survey implementation to include the survey tool, webinars to train coordinators/advisors how to administer the survey to the chapter youth, collection of the survey data, analysis of the data, statewide and county specific survey result reports and a presentation of the survey results to the FNL field at the annual LTI conference. \$25,000 total.
- b) Specialized subcontracts will include: Flourish Agenda for Healing Centered Engagement (HCE) training/certification; and trainers TBD for development of a Responsible Beverage Service (RBS) Training of Trainers (TOT) model. Costs up to \$350,000 for HCE and \$100,000 for RBS.
- c) Subcontractors TBD - TA and training services will be provided through subcontractors to be identified at a later date. Contracted services can include on-site trainings, regional trainings, webinars, conferences, material development, and website consultation. Trainers, peer coaches and field consultants will be selected based on their area of expertise as well as their geographical location in order to meet the needs of the FNL programs in the most economical method. Costs up to \$75,951. -
- d) Subcontractors - Stipends will be provided, when applicable, for Leadership Team LT members, California Youth Council members, program participants that provide additional outputs, and/or youth participants that engage in time consuming committee/membership roles, and/or provide participation towards meeting the

Exhibit B Attachment II, A3
Budget
Year 2
(July 1, 2022 through June 30, 2023)

deliverables of this contract. Stipends in the form of checks issued by TCOE may also be provided to non-FNL counties to support their participation in FNL implementation. \$15,000 total.

- e) Subcontractors – Provide contracts to county entities, for the purpose of providing foundational funding for FNL and CL programs. Funding amounts vary and are established by a population based formula set forth by DHCS. Amounts vary from county to county. Costs up to \$2,000,000.
 - i. The CFNLP will create and utilize an allocations acceptance process to confirm county intent to participate and receive funding through a contracting process.
 - ii. Additional incentive funds will be provided for counties with specific efforts to engage special populations (tribal entities, LGBTQ communities, and system-involved youth).
- f) Utilize \$25,000 of Coronavirus Response and Relief Supplement Appropriations Act (CRSSA) and \$25,000 of America Rescue Plan Act (ARPA) as pass through funding to implement FNL programs in Modoc County. This allocation (\$50,000) is not subject to indirect cost charges. As the FNL provider, Resources for Indian Student Education Inc. (RISE) will engage youth from the Pit River Tribe of Burney, the XL Reservation, Fort Bidwell Paiute Reservation, and Cedarville Rancheria. \$50,000 total.

Indirect Cost: ~~\$78,943~~ \$108,327

Effective July 1, 2022, the California Department of Education approved an indirect cost rate for the TCOE for the 2022-23 fiscal year of 6.27%. Indirect costs include utilities, janitorial expenses, technical support from data technicians, Internet services, legal support from County Counsel, fiscal and business support, invoice preparation and budget support, personnel services, and guidance and direction from the Tulare County Superintendent of Schools. Indirect cost rate is applied to all costs with the exception of pass-through funds.

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Lynne Goodwin

SUBJECT:

California Department of Education CN220114

DESCRIPTION/SUMMARY:

Fully Executed Standard Agreement in the amount of \$1,000,000.00 to provide statewide network support of youth development services.

FINANCING:

\$1,000,000.00

RECOMMENDATION:

Accept agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CN220114

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTOR NAME

Tulare County Superintendent of Schools

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$1,000,000.00

One million dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|------------------|--|-------|
| Exhibit A | Scope of Work | 22 |
| Exhibit B | Budget Detail and Payment Provisions | 13 |
| Exhibit C * | General Terms and Conditions - GTC 04/2017 | 0 |
| + - Exhibit D | Special Terms and Conditions | 8 |
| + - Exhibit E | Additional Provisions | 2 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tulare County Superintendent of Schools

CONTRACTOR BUSINESS ADDRESS

6200 South Mooney Blvd

CITY

Visalia

STATE

CA

ZIP

93277

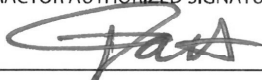
PRINTED NAME OF PERSON SIGNING

Tim Hire

TITLE

Superintendent

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/14/22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CN220114

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTING AGENCY ADDRESS

1430 N Street, Suite 2213

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Leisa Maestretti

TITLE

Director, Fiscal & Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Leisa

Maestretti

Digitally signed by Leisa
MaestrettiDate: 2022.08.02
12:16:27 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide statewide network support of youth development services currently operating in 50 of the 58 counties, as described herein.

II. CONTRACT MONITORS:

The CDE assigns **Malini Doering**, mdoering@cde.ca.gov, (916) 322-1565 as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor assigns **Lynne Goodwin**, lgoodwin@tcoe.org, (559) 733-6496 as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. PROGRESS REPORTS:

The Contractor must submit a written progress report with each invoice. The progress report shall include: Task number and title; description of Task; deliverable (if applicable); date completed; Task amount; and the results and progress of the project/work.

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
SCOPE OF WORK
July 1, 2022 – June 30, 2024**

IV. BACKGROUND

A primary focus of the CDE Tobacco-Use Prevention Education (TUPE) Office is to provide students with the knowledge and skills that enable them to be tobacco free. The CDE's TUPE Program, which is housed in the Whole Child Division of the Student Support Services Branch, is charged with implementing comprehensive TUPE Program projects and strategies, as authorized by the California *Health and Safety Code (HSC)* Section 104420. TUPE Program funds are intended for tobacco-use prevention, intervention, cessation and youth development programs which have been shown to be effective in reducing tobacco-use, nicotine addiction, and vaping, ultimately providing youth with the knowledge and skills they need to live tobacco- and vape-free.

The primary focus of the Tulare County Office of Education's (TCOE's) California Friday Night Live Partnership (CFNLP) Office, hereinafter referred to as the Contractor, is to oversee the Friday Night Live (FNL) Program across California. FNL's mission is to build partnerships for positive youth development projects which engage youth as active leaders in their communities. TCOE's CFNLP is charged with coordination of resources for the FNL system.

TCOE's CFNLP has assembled an expert implementation team consisting of well-trained staff and is uniquely positioned to bring youth and educators together and to build capacity for youth-development and tobacco prevention, intervention, and cessation services. TCOE's CFNLP will improve student outcomes by providing professional development, coaching, and technical assistance to FNL Program chapters in 50 counties; and implementing youth development tobacco prevention and intervention practices which include evidence-based universal and targeted supports. In addition, TCOE's CFNLP has developed a number of collaborative partnerships that are well equipped to provide a comprehensive network of support to assist in the reduction of youth tobacco use.

The TCOE's CFNLP Office supports a statewide network of youth development services currently operating in 50 of the 58 counties. In each of the local counties supported by TCOE's CFNLP Office, there is a local infrastructure to engage young people in addressing issues such as alcohol, tobacco, and other drug prevention, school climate, problem gambling and enhancement of positive youth development.

V. PURPOSE AND OBJECTIVES

Using a proven model of project development/management, the Contractor will collaborate with the CDE to encourage the establishment of new CFNLP chapters and provide support to existing CFNLP chapters by providing webinars, trainings, resources

and other forms of technical assistance activities for grantees funded by the TUPE Office and their partners to ensure youth advocacy outcomes. Activities will include training adult allies to support youth in becoming peer educators, peer mentors, public speakers and advocates; and supporting policies and efforts to reduce the use of youth tobacco-use and vaping, including exposure and access to tobacco and vaping products. Materials provided by the Contractor will be linguistically and culturally appropriate to the student population.

The Contractor will provide oversight to ensure all tasks listed in Year 1 and Year 2 of the Scope of Work are accomplished as stated in the contract. The Contractor's staff will maintain contact with the CDE Contract Monitor throughout the contract period and provide the CDE Contract Monitor with updates via email regarding subtasks, as requested by the CDE Contract Monitor.

Staffing

20% CFNLP Administrator

100% Grant Coordinator (dedicated to this project only)

100% Technical Assistance Coordinator (dedicated to this project only)

VI. DESCRIPTION OF TASKS (Year 1: July 1, 2022 – June 30, 2023)

Task 1: Provide targeted outreach and technical assistance to encourage and facilitate the establishment of FNL chapters in under-served communities and alternative educational settings.

1. The Contractor will host statewide capacity building webinars to provide educators, adult allies, and community partners with information and resources including: (1) the importance of youth development in preventing and reducing tobacco-use and vaping and helping young people make healthy decisions, (2) new and emerging products, (3) best practices, (4) school-connectedness, (5) prevention and intervention research, (6) implementation of the TUPE Socio-Ecological Model, and other evidence-based prevention approaches. CFNLP will present/host existing webinars. Prior to hosting them, the CFNLP will review the material and make any necessary updates. These webinars will be scheduled and presented based on need expressed by the FNL field and TUPE grantees. To be responsive to the needs of the field, the webinars could take place at any point in Year 1. The Contractor will host a minimum of three webinars in Year 1.
2. The Contractor will continue to collaborate with the TUPE Office Capacity Building Provider to support the online Professional Learning Networks and-review and update the existing train-the-trainer Canvas courses. The Professional Learning Networks and train-the-trainer courses will build the capacity of FNL adult allies, advisors, and youth with regard to youth development and tobacco prevention

strategies. The existing train-the-trainer courses for TUPE grantees and the FNL field are hosted on the Canvas platform. The Contractor will support the professional learning network and review and update the existing train-the-trainer Canvas courses in fiscal year 2022–23.

3. The Contractor will develop downloadable, digital “101” resources (webinars, guides and toolkits) to support educators, adult allies and community partners in the establishment and running of FNL chapters. The “101” resources will provide information about vaping/tobacco, youth led research, policy change approaches and youth development best practices. The Contractor will post digital versions of webinars and “101” resources on the Tulare COE’s CFNLP website, described below in Task 4. The Contractor will develop three downloadable resources in fiscal year 2022–23.
4. The Contractor will email a draft concept of each resource and activity developed pursuant to this task to the CDE Contract Monitor and will revise the concept to reflect modifications requested by the CDE Contract Monitor. Prior to implementation or dissemination, the Contractor will email a final version of the resource and activity to the CDE Contract Monitor for review and approval.
5. The Contractor will post digital versions of the approved webinars and “101” resources on the Tulare COE’s CFNLP website described below in Task 4.

Task 2: Monitor and advise new FNL chapters and encourage collaboration with TUPE-funded projects.

In accordance with any recommendation(s) or order(s) contained in a Governor’s executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will monitor and advise new FNL chapters in the form of ongoing technical assistance (TA). In addition to TA, chapters will benefit from capacity building opportunities offered through the general FNL infrastructure. These resources and assessment tools include but are not limited to: webinars and training;

customizable factsheets and presentation templates, etc.; and regional and statewide training (as in-person gatherings are permitted).

Task 3: Collaborate with the TUPE Office to identify tobacco-use and vaping prevention education resources and youth advocacy resources for CFNLP trainings and club activities.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will develop fact sheets, presentation templates, and other educational materials to support students in leading tobacco and vaping prevention presentations and peer-to-peer activities. Educational materials will incorporate proven messages about the harmful effects of tobacco, electronic cigarettes (e-cigarettes), alternative tobacco products and second-hand smoke provided by the CDE and CDE-approved TUPE curricula (e.g., Stanford Tobacco Prevention Toolkit, Catch My Breath, etc.). Digital versions of the resources will be posted on the Tulare COE's CFNLP web page described below in Task 4.
2. The Contractor will develop and provide webinar trainings to prepare students to lead advocacy activities during the annual FNL Day, and in local tobacco-use and vaping prevention activities. The webinar trainings will focus on policy development, media literacy, communication strategies, peer-to-peer education and skills students need to participate in project-based learning activities such as: (a) collaborating with retailers to remove tobacco products from local shops, (b) organizing letter writing campaigns to remove tobacco products from local pharmacies, (c) educating property owners about the enforcement of California's second-hand smoke laws and (d) peer-to-peer educational events. Webinar trainings will be recorded and posted on the Tulare COE's CFNLP web page described below in Task 4.
3. The Contractor will provide stipends to 17 California Youth Council (CYC) Members to support their efforts to provide youth voice, training and advocacy related to this project.

4. The CFNLP staff and CDE Contract Monitor will participate in the monthly calls hosted by the CDE TUPE Office in order to identify collaboration opportunities between FNL chapters and COE TUPE Coordinators.
5. The CFNLP staff will conduct site visits to provide in-person capacity-building opportunities (including training and TA) and to directly observe chapter projects.
6. The Contractor will email a draft concept of each resource and activity developed pursuant to this task to the CDE Contract Monitor and will revise the concept to reflect modifications requested by the CDE Contract Monitor. Prior to implementation or dissemination, the Contractor will email a final version of the resource and activity to the CDE Contract Monitor for approval. During the development of the materials described in this task, the Contractor will consult with the CDE Contract Monitor and TUPE County Coordinators to ensure that messaging used in the materials is linguistically and culturally appropriate to the student population.

Task 4: Post downloadable resources on the existing website hosted and maintained by the Contractor and the Tulare COE.

1. The Contractor will expand the existing Tulare COE's CFNLP website to include a TUPE specific web page where links to resources developed pursuant to this contract and images and social media messaging developed by the Contractor's graphic artist will be posted. These updates will be reviewed and approved by the CDE Contract Monitor. The TUPE specific web page will be hosted and maintained by the Contractor and the Tulare COE.

The TUPE specific web page will include the following resources:

- A. Sample policies, templates, and other materials to support FNL chapters.
- B. Summaries of effective activities that were successfully implemented by FNL chapters, "Success Stories."
- C. Recordings of webinar trainings developed pursuant to this contract.
- D. A calendar of trainings and webinars, and other TA offerings developed pursuant to this contract.
- E. Digital message boards where FNL chapters can post and share resources and information.

- F. Graphic images and social media messaging and press releases developed by the Contractor to keep youth, community partners, parents, and families informed of local and statewide FNL events and activities.

Task 5: Conduct an FNL Youth Summit (Conference) to engage FNL youth and other youth involved in TUPE related activities.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will plan and host a three-day Youth Summit for youth and adult allies involved in local FNL chapters and TUPE related activities. The Youth Summit will increase the capacity of youth to participate in the tobacco advocacy activities by providing training and education on tobacco-use and vaping prevention, retail sales and second-hand smoke laws, peer-to-peer education and media literacy. Summit workshops will include topics such as: assessment, outreach, and marketing strategies; policy change; public speaking skills; among others. The CYC Members will serve as youth conference organizers and trainers at the Youth Summit. The Youth Summit is targeted to take place in fall 2022 and will serve approximately 800 youth partners and adult allies. The Youth Summit location has yet to be determined; the venue will be Americans with Disabilities Act (ADA) compliant. Contingent upon COVID-19 social distancing requirements, the Youth Summit may be provided in a virtual format.
2. The Contractor will email a preliminary draft concept of resources and activities developed pursuant to this task to the CDE Contract Monitor for review and approval, and will revise the concept as requested by the CDE Contract Monitor. Prior to implementation or dissemination, the Contractor will email a final version of the resource and activity to the CDE Contract Monitor for approval.

Task 6: Evaluate the effectiveness of materials used in FNL webinar trainings and further identify additional training and capacity building needs.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will develop and administer surveys to evaluate the learning up-take of participants of FNL webinar trainings and to obtain feedback on the effectiveness of training materials. Surveys for training participants will include an evaluation of (1) satisfaction with training content, (2) satisfaction with training experience, (3) increase in knowledge specific to training content and (4) requests and recommendations for additional training and or improvement. Surveys will be administered in Fall and Spring using a digital format. The survey questions will be submitted to the CDE Contract Monitor for their review.
2. The Contractor, in collaboration with Contractor's evaluator, will develop appropriate questionnaires to conduct youth focus groups, in order to obtain feedback about materials and training that is intended for youth audiences. Contingent upon restrictions imposed by the COVID-19 pandemic, the focus groups will be conducted using a digital platform. The Contractor will conduct three youth focus groups in fiscal year 2022–23. The focus group questions will be submitted to the CDE Contract Monitor for their review.
3. The Contractor will review and analyze survey results and youth focus group responses and use the information collected to improve the effectiveness of trainings and materials. The Contractor will include a summary of survey results and focus group responses and the subsequent improvement strategies implemented by the CFNLP in quarterly reports submitted to the CDE Contract Monitor.

Task 7: Communication Plan

1. The Contractor will submit a report detailing activities, toward project completion, to the CDE Contract Monitor on a quarterly basis. These progress reports will be submitted electronically by email, as PDF documents, and describe, in detail, the progress for each type of task. Invoices will be submitted as specified above in "III Progress Reports and Invoices." Progress reports and invoices will be submitted on a quarterly basis as follows:

- A. July 2022 – September 2022, due October 31, 2022
- B. October 2022 – December 2022, due January 31, 2023
- C. January 2023 – March 2023, due April 30, 2023
- D. April 2023 – June 2023, due July 31, 2023

Task 8: Evaluation

1. The Contractor will ensure administration, analysis, and reporting oversight of the annual FNL Youth Development (YD) survey. Data will be collected and evaluated through a pre-existing post survey and a statewide report of this evaluation will be submitted to the CDE Contract Monitor. The retrospective survey used to collect data has been developed by the CFNLP in collaboration with the Contractor's evaluator. The survey measures the experience of statewide youth participants, in the context of five youth development principles and practices that form the cornerstone of the FNL model. Each county will be provided with a report of their respective findings and recommendations.

**Tulare County
Superintendent of Schools
CDE Agreement # CN220114**

| Year 1 Task Timeline: July 1, 2022 - June 30, 2023 | | | | | | | | | | | | |
|--|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | July 2022 | Aug 2022 | Sep 2022 | Oct 2022 | Nov 2022 | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Apr 2023 | May 2023 | Jun 2023 |
| Task 1: Provide targeted outreach and technical assistance to encourage and facilitate the establishment of FNL chapters in under-served communities and alternative educational settings. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | X | X | X | X | X | X | X | X | X | X | X | X |
| 4 | X | X | X | X | X | X | X | X | X | X | X | X |
| 5 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 2: Monitor and advise new FNL chapters and encourage collaboration with TUPE-funded projects. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 3: Collaborate with the TUPE Office to identify tobacco-use and vaping prevention education resources and youth advocacy resources for CFNLP trainings and club activities. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | X | X | X | X | X | X | X | X | X | X | X | X |
| 4 | X | X | X | X | X | X | X | X | X | X | X | X |
| 5 | X | X | X | X | X | X | X | X | X | X | X | X |
| 6 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 4: Post downloadable resources on the existing website hosted and maintained by the Contractor and the Tulare COE. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 5: Conduct an FNL Youth Summit (Conference) to engage FNL youth and other youth involved in TUPE related activities. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 6: Evaluate the effectiveness of materials used in FNL webinar trainings and further identify additional training and capacity building needs. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 7: Communication Plan | | | | | | | | | | | | |
| 1 | | | | X | | | X | | | X | | |
| Task 8: Evaluation | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 2 | | | | | | | | X | X | X | X | X |

Q4 report due July 31, 2023

Year 2: July 1, 2023 – June 30, 2024)

Task 1: Provide targeted outreach and TA to encourage and facilitate the establishment of FNL chapters in under-served communities and alternative educational settings.

1. The Contractor will host statewide capacity building webinars to provide educators, adult allies and community partners with updated information and resources including: (1) the importance of youth development in preventing and reducing tobacco-use and vaping and helping young people make healthy decisions, (2) new and emerging products, (3) best practices, (4) school-connectedness, (5) prevention and intervention research and (6) implementation of the TUPE Socio-Ecological Model and other evidence-based prevention approaches. CFNLP will present/host existing webinars. Prior to hosting them, the CFNLP will review the material and make any necessary updates. These webinars will be scheduled and presented based on need expressed by the FNL field and TUPE grantees. To be responsive to the needs of the field, the webinars could take place at any point in Year 2. The Contractor will host a minimum of five webinars in Year 2.
2. The Contractor will continue to collaborate with the TUPE Office Capacity Building Provider to support the online Professional Learning Networks and review and update existing the train-the-trainer Canvas courses. The Professional Learning Networks and train-the-trainer courses will build the capacity of FNL adult allies, advisors, and youth with regard to youth development and tobacco prevention strategies. The existing train-the-trainer courses for TUPE grantees and the FNL field are hosted on the Canvas platform. The Contractor will support the professional learning network and review and update the train-the-trainer Canvas courses in fiscal year 2023–24.
3. The Contractor will develop downloadable, digital “101” resources (webinars, guides, and toolkits) to support educators, adult allies and community partners in the establishment and running of FNL chapters. The “101” resources will provide information about vaping/tobacco, youth led research, policy change and youth development best practices. The Contractor will post digital versions of webinars and “101” resources on the Tulare COE’s CFNLP website, described below in Task 4. The Contractor will develop three downloadable resources in fiscal year 2023–24.
4. The Contractor will email a draft concept of each resource and activity developed pursuant to this to the CDE Contract Monitor for review and approval, and will revise the draft concept to reflect modifications requested by the CDE Contract Monitor. Prior to implementation or dissemination, the Contractor will email a final version of

the resource and activity to the CDE Contract Monitor for review and approval.

5. The Contractor will post digital versions of webinars and “101” resources on the Tulare COE’s CFNLP website described below in Task 4.

Task 2: Monitor and advise new FNL chapters and encourage collaboration with TUPE-funded projects.

In accordance with any recommendation(s) or order(s) contained in a Governor’s executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will monitor and advise new FNL chapters in the form of ongoing TA. In addition to TA, chapters will benefit from capacity building opportunities offered through the general FNL infrastructure. These resources and assessment tools include but are not limited to: webinars and training; customizable factsheets and presentation templates, etc.; and regional and statewide training (as in-person gatherings are permitted).

Task 3: Collaborate with the TUPE Office to identify tobacco-use and vaping prevention education resources and youth advocacy resources for CFNLP youth trainings and FNL chapter activities.

In accordance with any recommendation(s) or order(s) contained in a Governor’s executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will develop and update fact sheets, presentation templates and other educational materials to support students in leading tobacco and vaping prevention presentations and peer-to-peer activities. Educational materials will incorporate proven messages about the harmful effects of tobacco, e-cigarettes, alternative tobacco products and second-hand smoke provided by the CDE and CDE-approved TUPE curricula (e.g., Stanford Tobacco Prevention Toolkit, Catch My Breath, etc.). Digital versions of the resources will be posted on the Tulare COE's CFNLP web page described below in Task 4.
2. The Contractor will develop and provide webinar trainings to prepare students to lead advocacy activities during the annual FNL Day and in local tobacco-use and vaping prevention events. Webinar trainings will focus on policy development, media literacy, communication strategies and skills students need to participate in project-based learning activities such as: (a) collaborating with retailers to remove tobacco products from local shops, (b) organizing letter writing campaigns to remove tobacco products from local pharmacies, (c) educating property owners about the enforcement of California's second-hand smoke laws and (d) peer-to-peer educational events. Webinar trainings will be recorded and posted on the Tulare COE's CFNLP web page described below in Task 4.
3. The Contractor will provide stipends to 17 CYC Members to support their efforts to provide youth voice, training and advocacy related to this project.
4. The CFNLP staff and CDE Contract Monitor will participate in monthly calls hosted by the CDE TUPE Office in order to identify and facilitate collaboration opportunities between FNL chapters and COE TUPE Coordinators.
5. The CFNLP staff will conduct site visits to provide in-person capacity-building opportunities (including training and TA) and to directly observe chapter projects.
6. The Contractor will email a draft concept of each resource and activity developed pursuant to this task to the CDE Contract Monitor for review and approval, and will revise the concept to reflect modifications requested by the CDE Contract Monitor. Prior to implementation or dissemination, the Contractor will email a final version of the resource and activity to the CDE Contract Monitor for approval. During the development of the educational materials, the Contractor will consult with the CDE Contract Monitor and TUPE County Coordinators to ensure that messaging used in the materials is linguistically and culturally appropriate to the student population.

Task 4: Post downloadable resources and social media messaging on a website hosted and maintained by the Contractor and the Tulare COE.

1. The Contractor will continue to expand the existing Tulare COE's CFNLP website to include a TUPE specific web page where links to resources developed pursuant to this contract will be posted. The Contractor will review existing resources and make updates as necessary. The Contractor will develop graphic images and social media messaging for placement on the web page. These updates will be reviewed and approved by the CDE Contract Monitor. The TUPE specific web page will be developed, hosted, and maintained by the Contractor and the Tulare COE.

The TUPE specific web page will include the following resources:

- A. Sample policies, templates, and other materials to support FNL chapters.
- B. Summaries of effective activities that were successfully implemented by FNL chapters "Success Stories."
- C. Recordings of webinars and trainings developed pursuant to this contract.
- D. A calendar of trainings and webinars, and other TA offerings developed pursuant to this contract.
- E. Digital communication platforms where FNL chapters can post and share resources and information.
- F. Graphic images and social media messaging and press releases developed by the Contractor to keep youth, community partners, parents and families informed of local and statewide FNL events and activities.

Task 5: Conduct an FNL Youth Summit (Conference) to engage FNL youth and other youth involved in TUPE related activities.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will plan and host a three-day Youth Summit for youth and adult allies involved in local FNL chapters and TUPE related activities. The Youth Summit will increase the capacity of youth to participate in the tobacco advocacy activities by providing training and education on tobacco-use and vaping prevention, retail sales and second-hand smoke laws, peer-to-peer education, and media literacy. Summit workshops will include topics such as: assessment, outreach, and marketing strategies; policy change; public speaking skills; among others. The CYC Members will serve as youth conference organizers and trainers at the Youth Summit. The Youth Summit is targeted to take place in Fall 2023 and will serve approximately 800 youth partners and adult allies. The Youth Summit location has yet to be determined; the venue will be ADA compliant. Contingent upon COVID-19 social distancing requirements, the Youth Summit may be provided in a virtual format.
2. The Contractor will email a preliminary draft concept of resources and activities developed pursuant to this task to the CDE Contract Monitor for review and approval, and will revise the concept as requested by the CDE Contract Monitor. Prior to implementation or dissemination, the Contractor will email a final version of the resource and activity to the CDE Contract Monitor for approval.

Task 6: Evaluate the effectiveness of materials used in FNL trainings and identify additional training and capacity building needs.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event. The Contractor will be responsible for refunding any unused portion of the registration fee collected, if any, if the event is cancelled or changed to a virtual meeting.

1. The Contractor will develop and administer surveys to evaluate the learning up-take of participants of FNL webinar trainings and to obtain feedback on the effectiveness of training materials. Surveys for training participants will include an evaluation of (1) satisfaction with training content, (2) satisfaction with training experience, (3) increase in knowledge specific to training content and (4) requests and recommendations for additional training and or improvement. Surveys will be administered in fall and spring using a digital format. The survey questions will be submitted to the CDE Contract Monitor for their review.

2. The Contractor, in collaboration with Contractor's evaluator, will develop appropriate questionnaires to conduct youth focus groups in order to obtain feedback about materials and training that is intended for youth audiences. Contingent upon restrictions imposed by the COVID-19 pandemic, the focus groups will be conducted using a digital platform. The Contractor will conduct three youth focus groups in fiscal year 2023–24. The focus group questions will be submitted to the CDE Contract Monitor for their review.
3. The Contractor will review and analyze survey results and youth focus group responses and use the information collected to improve the effectiveness of trainings and materials. The Contractor will include a summary of survey results and focus group responses and the subsequent improvement strategies implemented by the CFNLP in quarterly reports submitted to the CDE Contract Monitor.

Task 7: Communication Plan

1. The Contractor will submit a report detailing activities, toward project completion to the CDE Contract Monitor on a quarterly basis. These progress reports will be submitted electronically by email as PDF documents and describe, in detail, the progress for each type of task. Invoices will be submitted as specified above in "III Progress Reports and Invoices." Progress reports and invoices will be submitted as separate documents on a quarterly basis as follows:
 - A. July 2023 – September 2023, due October 31, 2023
 - B. October 2023 – December 2023, due January 31, 2024
 - C. January 2024 – March 2024, due April 30, 2024
 - D. April 2024 – June 2024, due July 31, 2024

Task 8: Evaluation

1. The Contractor will ensure administration, analysis, and reporting oversight of the annual FNL YD survey. Data will be collected and evaluated through a pre-existing post survey and a statewide report of this evaluation will be submitted to the CDE Contract Monitor. The retrospective survey used to collect data has been developed by the CFNLP in collaboration with the Contractor's evaluator. The survey measures the experience of statewide youth participants, in the context of five youth development principles and practices that form the cornerstone of the FNL model. Each county will be provided with a report of their respective findings and recommendations.

| Year 2 Task Timeline: July 1, 2023 - June 30, 2024 | | | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Jul 2023 | Aug 2023 | Sep 2023 | Oct 2023 | Nov 2023 | Dec 2023 | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | Jun 2024 |
| Task 1: Provide targeted outreach and TA to encourage and facilitate the establishment of FNL chapters in under-served communities and alternative educational settings. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | X | X | X | X | X | X | X | X | X | X | X | X |
| 4 | X | X | X | X | X | X | X | X | X | X | X | X |
| 5 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 2: Monitor and advise new FNL chapters and encourage collaboration with TUPE-funded projects. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 3: Collaborate with the TUPE Office to identify tobacco-use and vaping prevention education resources and youth advocacy resources for CFNLP trainings and club activities. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | X | X | X | X | X | X | X | X | X | X | X | X |
| 4 | X | X | X | X | X | X | X | X | X | X | X | X |
| 5 | X | X | X | X | X | X | X | X | X | X | X | X |
| 6 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 4: Post downloadable resources on the existing website hosted and maintained by the Contractor and the Tulare COE. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 5: Conduct an FNL Youth Summit (Conference) to engage FNL youth and other youth involved in TUPE related activities. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| Task 6: Evaluate the effectiveness of materials used in FNL webinar trainings and further identify additional training and capacity building needs. | | | | | | | | | | | | |
| 1 | X | X | X | X | X | X | X | X | X | X | X | X |
| 2 | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | X | X | X | X | X | X | X | X | X | X | X | X |

| | | | | | | | | | | | | |
|----------------------------|--|--|--|---|--|--|---|---|---|---|---|---|
| Task 7: Communication Plan | | | | | | | | | | | | |
| 1 | | | | X | | | X | | | X | | |
| Task 8: Evaluation | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 2 | | | | | | | | X | X | X | X | X |

Q4 report due July 31, 2024

Lynne A. Goodwin

Educational Experience

Fresno State University

Course work for completion of a Master of Public Administration degree.

Fresno Pacific University

Course work for completion of a Bachelor of Arts degree in Organizational Development with a minor in English.

Professional Experience

2008-Present

Consultant

Provide technical assistance services to State/County coalitions across the country, specific to strategic planning, program development, community organizing and initiatives to reduce underage drinking.

2019-Present

Administrator

Tulare County Office of Education, Visalia, California.

Responsibilities include:

Providing leadership and expertise in the areas of youth development, environmental prevention, ATOD prevention, youth gambling policy and prevention initiatives, youth traffic safety program design/development, various curricula, Friday Night Live programming in the form of training, program development, expansion, management and visioning.

Building relationships, negotiating for, and representing the California Friday Night Live Partnership (CFNLP) with other major state agencies, has been an essential function of this role with the CFNLP. Responsibility in this role includes developing, coordinating and supporting the state-wide Technical Assistance System and training tools for state-wide use.

Implementing/leading strategies that promote policy changes that include local level ordinances, legislative efforts, Board of Equalization policy and TRACE-the statewide policy implemented through the Alcoholic Beverage Control and law enforcement to determine the source of alcohol in underage drinking tragedies. This policy initiative has since been adopted and emulated in 37 States.

2005-2019

Program Director California Friday Night Live Partnership
Tulare County Office of Education, Visalia, California.

Responsibilities include:

Providing leadership and expertise in the areas of Youth Development, Environmental Prevention, ATOD Prevention, Youth Gambling Prevention Initiatives, Traffic Safety Programming, Curriculums, FNL Programming, in the form of training, program development and management and visioning. Grant writing, management, evaluation and budgeting represent of large portion of responsibilities.

Building relationships, negotiating for, and representing the CFNLP with other major state agencies, has been an essential function of this role with the CFNLP. Responsible for developing, coordinating and supporting the Technical Assistance System and training tools for state-wide use.

Implementing/leading strategies that promote policy changes that include local level ordinances, legislative efforts, Board of Equalization policy and TRACE-the statewide policy implemented through the Alcoholic Beverage Control and law enforcement to determine the source of alcohol in underage drinking tragedies. This policy initiative has since been adopted and emulated in 37 States.

1997-2005

School/ Community Liaison, Tulare County Office of Education, Visalia, California.

Coordinated and provided prevention education services to county school districts. Responsibilities included: grant writing, training and in-services for both youth and adults at the county and state level, as well as producing and delivering large group presentations on Youth Development practices and theory. Worked with the California Friday Night Live Partnership to construct a youth development framework to guide county Friday Night Live programs. Initiate and implement a mentoring program. Develop and support several youth councils within the county. Served as a California Youth Council Dream Team member and Teenwork Board member. Implemented several peer mediation programs, environmental prevention projects, and mentoring programs. Work with young people in a variety of capacities, including focus groups, forums, social action projects, conflict resolution and community service. Work with a variety of community and government agencies to develop and sustain partnerships that include youth as resources.

1993-1997

Learning Opportunity Coordinator, Wilson Middle School, Exeter, California

Coordinated curriculum and maintained a classroom environment for students removed from traditional classrooms. Responsibilities included teaching, planning, extensive communication and collaboration with staff, parents, administration and outside agencies, record keeping, budgeting and planning.

**Professional
Certifications**

Certified trainer for SAMSHA model curriculums:

Too Good for Drugs
Reconnecting Youth
Life Skills

Certified trainer other curriculums:

Peer Mediation and Conflict Resolution
Substance Abuse Prevention Specialist (SAPST) Trainer
Communities Mobilizing for Change on Alcohol

Other:

CBEST Certification for Multiple Subject Credential
Prevention Specialist
Midwest Academy Community Organizing for Social Change

Professional Affiliations

MADD Advisory Board
California Highway Strategic Planning Lead
Impaired Driving Prevention Committee
TRACE (Targeting Responsibility for Alcohol Connected
Emergencies) development board

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Payment of the invoice will not be made until the CDE accepts and approves the invoice. To be approved the invoice must include the level of detail described in the Budget for each task and for the fiscal year in which the expense was incurred. Further, the invoice must be easily comparable by CDE staff to the Budget contained herein. No line item invoiced may exceed the corresponding line item amount stated in the Budget.

Invoices shall include the **Agreement Number CN220114** and shall be submitted in arrears, along with a progress report (see Exhibit A, Article III. Progress Reports), not more frequently than monthly in duplicate to:

**California Department of Education
Whole Child Division
1430 N Street, Suite 6408
Sacramento, CA 95814
Attention: Malini Doering
Email: mdoering@cde.ca.gov**

The Contractor may bill the CDE and be paid as the County Superintendent of Schools, the County Department of Education or the County Office of Education.

II. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

III. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

IV. TRAVEL (If applicable):

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

V. PRIOR APPROVAL OF OUT-OF-STATE TRAVEL (If applicable):

All out-of-state travel by the Contractor or subcontractor(s) for purposes of this agreement is subject to prior written approval by the CDE Contract Monitor specified in this agreement.

VI. PAYMENT WITHHOLD FOR SEPARATE AND DISTINCT TASKS (3/23/2011)

In accordance with Public Contract Code section 10346, the State shall withhold ten percent (10%) of each progress payment for each separate and distinct Task. Funds withheld for each separate and distinct Task will be paid upon satisfactory completion of that Task, as determined by the State. A Task is deemed satisfactorily completed upon acceptance and written approval by the State for all deliverables or services for that Task, including submission of monthly progress reports. The progress reports shall include at a minimum: Task number and title; deliverables or services performed; dates of performance and completion; and the results and progress of the project/work. Those annual activities that are completed and repeated in their entirety each year shall be considered separate and distinct tasks that are to be paid in full following satisfactory completion in each year of the contract.

Final Payment is not a progress payment and is not subject to the 10% withholding.

Final invoice will be submitted with the Contract/Contractor Evaluation (Std. 4) form by the CDE's Contract Monitor. (See Exhibit E, Contractor Evaluation Clause)

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

OVERALL BUDGET SUMMARY

July 1, 2022–June 30, 2024

| Object Code | Line Item | Year 1 | Year 2 | Total |
|---------------------|---------------------------------------|----------------------------|----------------------------|-----------------------|
| | | July 1, 2022–June 30, 2023 | July 1, 2023–June 30, 2024 | |
| 2000 | Classified Salaries | \$195,641.80 | \$210,511.20 | \$406,153.00 |
| 3000 | Employee Benefits | \$124,076.75 | \$119,947.67 | \$244,024.42 |
| 4300 | Supplies | \$3,500.00 | \$716.58 | \$4,216.58 |
| 5000 | Communications | \$2,000.00 | \$2,000.47 | \$4,000.47 |
| 5200 | Travel and Conferences | \$9,884.57 | \$9,427.67 | \$19,312.24 |
| 5800 | Non-Instructional Consultant Services | \$135,440.83 | \$128,713.58 | \$264,154.41 |
| | Total Direct Costs | \$470,543.95 | \$471,317.17 | \$941,861.12 |
| 7000 | Year 1 Indirect Costs @ 6.26% | \$29,456.05 | | \$29,456.05 |
| | Year 2 Indirect Costs @ 6.26% | | \$28,682.83 | \$28,682.83 |
| TOTAL BUDGET | | \$500,000.00 | \$500,000.00 | \$1,000,000.00 |

Tulare County Superintendent of Schools
BUDGET DETAIL YEAR 1: July 1, 2022 - June 30, 2023

| Budget Class | Description | Task 1 | Task 2 | Task 3 | Task 4 | Task 5 | Task 6 | Task 7 | Task 8 | Total Budget Amount |
|--------------|--|--------------------|--------------------|--------------------|--------------------|---------------------|--------------------|--------------------|--------------------|---------------------|
| 2000 | Classified Salaries, Administrator L. Goodwin | \$4,548.47 | \$4,548.47 | \$4,548.47 | \$4,548.47 | \$4,548.48 | \$4,548.48 | \$4,548.48 | \$4,548.48 | \$36,387.80 |
| 2000 | Classified Salaries, Grant Coordinator | \$9,625.25 | \$9,625.25 | \$9,625.25 | \$9,625.25 | \$9,625.25 | \$9,625.25 | \$9,625.25 | \$9,625.25 | \$77,002.00 |
| 2000 | Classified Salaries, Technical Assistance Coordinator | \$10,281.50 | \$10,281.50 | \$10,281.50 | \$10,281.50 | \$10,281.50 | \$10,281.50 | \$10,281.50 | \$10,281.50 | \$82,252.00 |
| | Total 2000 | \$24,455.22 | \$24,455.22 | \$24,455.22 | \$24,455.22 | \$24,455.23 | \$24,455.23 | \$24,455.23 | \$24,455.23 | \$195,641.80 |
| 3000 | Employee Benefits, Grant Administrator L. Goodwin | \$2,459.08 | \$2,459.08 | \$2,459.09 | \$2,459.09 | \$2,459.09 | \$2,459.09 | \$2,459.09 | \$2,459.09 | \$19,672.70 |
| 3000 | Employee Benefits, Grant Coordinator | \$6,418.11 | \$6,418.11 | \$6,418.11 | \$6,418.12 | \$6,418.12 | \$6,418.12 | \$6,418.12 | \$6,418.12 | \$51,344.93 |
| 3000 | Employee Benefits, Technical Assistance Coordinator | \$6,632.39 | \$6,632.39 | \$6,632.39 | \$6,632.39 | \$6,632.39 | \$6,632.39 | \$6,632.39 | \$6,632.39 | \$53,059.12 |
| | Total 3000 | \$15,509.58 | \$15,509.58 | \$15,509.59 | \$15,509.60 | \$15,509.60 | \$15,509.60 | \$15,509.60 | \$15,509.60 | \$124,076.75 |
| 4300 | Supplies | \$3,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,500.00 |
| | Total 4300 | \$3,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,500.00 |
| 5000 | Communications | \$1,000.00 | \$0.00 | \$500.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 |
| | Total 5000 | \$1,000.00 | \$0.00 | \$500.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 |
| 5200 | Travel and Conferences | \$2,471.14 | \$2,471.14 | \$2,471.14 | \$0.00 | \$2,471.15 | \$0.00 | \$0.00 | \$0.00 | \$9,884.57 |
| | Total 5200 | \$2,471.14 | \$2,471.14 | \$2,471.14 | \$0.00 | \$2,471.15 | \$0.00 | \$0.00 | \$0.00 | \$9,884.57 |
| 5800 | Non-Instructional Consultant Services, Consultant – Evaluator | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | \$0.00 | \$8,000.00 | \$10,000.00 |
| 5800 | Non-Instructional Consultant Services, California Youth Council Stipends | \$0.00 | \$0.00 | \$20,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20,000.00 |
| 5800 | Non-Instructional Consultant Services, Training Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$99,500.00 | \$0.00 | \$0.00 | \$0.00 | \$99,500.00 |
| 5800 | Rent | \$742.61 | \$742.60 | \$742.60 | \$742.60 | \$742.60 | \$742.60 | \$742.61 | \$742.61 | \$5,940.83 |
| | Total 5800 | \$742.61 | \$742.60 | \$20,742.60 | \$742.60 | \$100,242.60 | \$2,742.60 | \$742.61 | \$8,742.61 | \$135,440.83 |
| | Total Direct Cost | \$47,678.55 | \$43,178.54 | \$63,678.55 | \$41,207.42 | \$142,678.58 | \$42,707.43 | \$40,707.44 | \$48,707.44 | \$470,543.95 |
| 7000 | Year 1 Indirect Costs @ 6.26% | \$2,984.68 | \$2,702.98 | \$3,986.28 | \$2,579.58 | \$8,931.68 | \$2,673.49 | \$2,548.28 | \$3,049.08 | \$29,456.05 |
| | Total Budget | \$50,663.23 | \$45,881.52 | \$67,664.83 | \$43,787.00 | \$151,610.26 | \$45,380.92 | \$43,255.72 | \$51,756.52 | \$500,000.00 |

BUDGET NARRATIVE

Year 1: July 1, 2022–June 30, 2023

2000 Classified Salaries **\$195,641.80**

Administrator, Lynne Goodwin **\$36,387.80**

The Administrator will provide leadership to the organization and oversight to the project. This position is funded by this grant as a .20 Full Time Equivalent (FTE).

Annual Salary: $\$181,939.00 \times .20 \text{ FTE} = \$36,387.80$

Grant Coordinator **\$77,002.00**

The Grant Coordinator will oversee contract deliverables, all aspects of reporting, fiscal oversight and other grant related duties. The grant coordinator will oversee the administration of webinar surveys, focus groups, and the annual Youth Development Survey. The Grant Coordinator will coordinate with Tobacco Use Prevention Education (TUPE) capacity building staff in Orange County Department of Education (OCDE) to support the Professional Learning Network as well as other Technical Assistance needs.

Annual Salary: $\$77,002.00 \times 1.0 \text{ FTE} = \$77,002.00$.

Technical Assistance Coordinator **\$82,252.00**

The Technical Assistance Coordinator will assess training needs, develop training to build the capacity of youth and adults engaged through this project. The Technical Assistance Coordinator will conduct trainings using virtual media platforms. Contingent upon the lifting of restrictions imposed by the COVID-19 pandemic, on-site trainings and conferences will be conducted.

Annual Salary: $\$82,252.00 \times 1.0 \text{ FTE} = \$82,252.00$

3000 Employee Benefits **\$124,076.75**

Fringe benefits include health, Social Security, Medicare, dental plan, vision, unemployment insurance, disability insurance, worker's compensation insurance and retirement.

Administrator: Benefit Rate – 54.064%

Annual Salary $\$181,939.00 \times .20 \text{ FTE} \times 54.064\% = \$19,672.70$

Grant Coordinator: Benefit Rate – 66.680%

Annual Salary $\$77,002.00 \times 1.0 \text{ FTE} \times 66.680\% = \$51,344.93$

Technical Assistance Coordinator: Benefit Rate – 64.508%
Annual Salary \$82,252.00 x 1.0 FTE x 64.508% = \$53,059.12

4300 Supplies \$3,500.00

This line will include items necessary for project function, including paper, pens, and other office supplies.

Laser Printer: 1 unit at \$850.00
Printer Cartridges: 1 unit at \$75.00
Chart Paper: \$50.00 each x 25 = \$1,250.00
Markers (set of 256): \$50.00 each x 15 = \$750.00
Cardstock paper: \$15.00/ream x 15 = \$225.00
Printer paper: \$10.00/ream x 25 = \$250.00
Pencils (set of 96): \$20.00 x 5 = \$100.00
Total Supplies = \$3,500.00

5000 Communications \$2,000.00

Costs include landline and cell phone usage, online platform subscriptions and other related costs.

Telephone: \$100.00
Survey Monkey: \$1,900.00
Total Communications = \$2,000.00

5200 Travel and Conference \$9,884.57

The onset of COVID-19 has created an uncertain future for travel and conferences. Travel to training/conferences may not be possible and substituted for other modalities. Virtual/alternative training costs may be paid from this line item.

Travel expenditures include costs for registration, lodging, per diem, parking, and flights for conference attendance as requested by the CDE Contract Monitor.

Virtual conference registration for 8 CFNLP staff X \$150.00 = \$1,200.00
In person conference (registration & travel) for 1 CFNLP staff x \$920.27 = \$920.27

California Youth Council (CYC) Members will convene in person, pending COVID-19 travel restrictions, for the purpose of capacity building, providing training to youth and adults across the state, and Youth Summit planning.

Travel for 2 CNFLP staff and 17 CYC members to in-person training X \$275.55/trip = \$5,235.45

Other costs include those necessary for site visits and training implementation. Special focus will be made on development of tribal chapters.

Travel for 5 CFNLP staff for site visit training X \$505.77/trip = \$2,528.85

All travel costs shall be reimbursed at rates not to exceed those established for CDE's non-represented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

Total travel costs will not exceed \$9,884.57

5800 Non-Instructional Consultant Services **\$135,440.83**

Evaluator **\$10,000.00**

Complete a yearly report outlining deliverables met, lessons learned, and materials developed. Ensure administration, oversight, analysis, evaluation, and reporting of the student experience and youth development activities through a pre-existing post survey. Costs may be less and are based on 100 hours x \$100.00 per hour = \$10,000.00

California Youth Council Stipends **\$20,000.00**

Provide stipends to 17 California Youth Council (CYC) Members to support their efforts to provide youth voice, training and advocacy related to this project. 14 stipends up to \$1,000.00 for a total of \$14,000.00, and 3 CYC Leadership Team stipends up to \$2,000.00 for a total of \$6,000.00.

Training Costs **\$99,500.00**

COVID-19 physical distancing policies will have varying degrees of impact on this project, are yet to be determined and are likely to evolve over the course of this project. While in-person options may be preferred, virtual options may be utilized. Training costs may include conventional in-person training costs, as well as costs associated with a virtual training implementation. All subcontractors will be selected based on Tulare County's own competitive selection methods, and will be experts in their respective fields in order to fully carry out the work, pay is commensurate with the level of expertise required in the particular field.

Youth Summit costs include hotel, meals, speakers/trainers, printing, travel and audio-visual services and supplies.

Conference Meals: 700 attendees x \$35.00/attendee = \$24,500.00 (agenda will be provided)

Audio/Visual Services (subcontract): \$20,320.00

Keynote Speakers (subcontracts): 3 Speakers x \$2,000.00/speaker = \$6,000.00

Workshop Facilitators (subcontracts): 15 Facilitators x \$400.00/facilitator = \$6,000.00

Hotel meeting space: \$22,715.00

Total Training Costs = \$79,535.00

Costs associated with convening county Friday Night Life (FNL) program staff and CYC Members for project training, technical assistance trainings. Costs may include room

rental, trainers, materials, travel, virtual platform usage that includes technical assistance and other related costs. The possible costs include travel, lodging, and meals for 17 CYC members and 6 county FNL staff to attend a training in Tulare County.

Conference meeting space = \$750.00

Conference meals: 23 participants x \$35.00/participant = \$805.00

Workshop facilitators (subcontracts): 5 facilitators x \$400.00/facilitator = \$2,000.00

Total = \$3,555.00

Some training costs may include California Youth Council efforts as they relate to their role as trainers, including at the Youth Summit. The possible costs include travel, lodging, and meals for 17 CYC members to attend the Youth Summit in Anaheim.

Hotel rooms at summit: 17 CYC members x \$120.00 per night x 3 nights each = \$6,120.00

Working meals at summit: 17 CYC members x \$35.00 per day x 4 days = \$2,380.00

Travel to Summit: 17 CYC members x \$230.00 travel fees = \$3,910.00

Training facilitator (subcontract): 1 Facilitator = \$4,000.00

Total = \$16,410.00

Training Total = \$99,500.00

Rent \$5,940.83

The Tulare County Office of Education (TCOE) California Friday Night Live Partnership (CFNLP) does not provide direct student services for Tulare County and functions as a statewide intermediary instead. The CFNLP is therefore required to pay for all operational expenses for services provided by TCOE, including rent. Other operational expenses are covered by the indirect calculations.

Rent is calculated as: FTE paid by this contract * total number of CFNLP staff = total rent: 2.20 FTE / 8 FTE = .275 x \$21,603.00 = \$5,940.83

Subtotal Operation \$470,543.95

7000 Indirect Costs \$29,456.05

The indirect costs for this contract are at the rate of 6.26% for Year 1 of applicable total direct costs. \$470,543.95 X 6.26% = \$29,456.05

TOTAL CONTRACT YEAR 1 \$500,000.00

Tulare County Superintendent of Schools
BUDGET DETAIL YEAR 2: July 1, 2023 - June 30, 2024

| Budget Class | Description | Task 1 | Task 2 | Task 3 | Task 4 | Task 5 | Task 6 | Task 7 | Task 8 | Total Budget Amount |
|--------------|--|--------------------|--------------------|--------------------|--------------------|---------------------|--------------------|--------------------|--------------------|---------------------|
| 2000 | Classified Salaries, Administrator L. Goodwin | \$4,784.65 | \$4,784.65 | \$4,784.65 | \$4,784.65 | \$4,784.65 | \$4,784.65 | \$4,784.65 | \$4,784.65 | \$38,277.20 |
| 2000 | Classified Salaries, Grant Coordinator | \$10,409.75 | \$10,409.75 | \$10,409.75 | \$10,409.75 | \$10,409.75 | \$10,409.75 | \$10,409.75 | \$10,409.75 | \$83,278.00 |
| 2000 | Classified Salaries, Technical Assistance Coordinator | \$11,119.50 | \$11,119.50 | \$11,119.50 | \$11,119.50 | \$11,119.50 | \$11,119.50 | \$11,119.50 | \$11,119.50 | \$88,956.00 |
| | Total 2000 | \$26,313.90 | \$26,313.90 | \$26,313.90 | \$26,313.90 | \$26,313.90 | \$26,313.90 | \$26,313.90 | \$26,313.90 | \$210,511.20 |
| 3000 | Employee Benefits, Grant Administrator L. Goodwin | \$2,349.59 | \$2,349.59 | \$2,349.60 | \$2,349.60 | \$2,349.60 | \$2,349.60 | \$2,349.60 | \$2,349.60 | \$18,796.78 |
| 3000 | Employee Benefits, Grant Coordinator | \$6,111.04 | \$6,111.04 | \$6,111.04 | \$6,111.04 | \$6,111.04 | \$6,111.05 | \$6,111.05 | \$6,111.05 | \$48,888.35 |
| 3000 | Employee Benefits, Technical Assistance Coordinator | \$6,532.81 | \$6,532.81 | \$6,532.82 | \$6,532.82 | \$6,532.82 | \$6,532.82 | \$6,532.82 | \$6,532.82 | \$52,262.54 |
| | Total 3000 | \$14,993.44 | \$14,993.44 | \$14,993.46 | \$14,993.46 | \$14,993.46 | \$14,993.47 | \$14,993.47 | \$14,993.47 | \$119,947.67 |
| 4300 | Supplies | \$716.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$716.58 |
| | Total 4300 | \$716.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$716.58 |
| 5000 | Communications | \$1,000.00 | \$0.00 | \$500.00 | \$500.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.47 |
| | Total 5000 | \$1,000.00 | \$0.00 | \$500.00 | \$500.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.47 |
| 5200 | Travel and Conferences | \$2,356.91 | \$2,356.92 | \$2,356.92 | \$0.00 | \$2,356.92 | \$0.00 | \$0.00 | \$0.00 | \$9,427.67 |
| | Total 5200 | \$2,356.91 | \$2,356.92 | \$2,356.92 | \$0.00 | \$2,356.92 | \$0.00 | \$0.00 | \$0.00 | \$9,427.67 |
| 5800 | Non-Instructional Consultant Services, Consultant – Evaluator | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | \$0.00 | \$7,000.00 | \$8,000.00 |
| 5800 | Non-Instructional Consultant Services, Consultant – Graphic Artist | \$0.00 | \$0.00 | \$0.00 | \$8,772.75 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,772.75 |
| 5800 | Non-Instructional Consultant Services, California Youth Council Stipends | \$0.00 | \$0.00 | \$20,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20,000.00 |
| 5800 | Non-Instructional Consultant Services, Training Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$86,000.00 | \$0.00 | \$0.00 | \$0.00 | \$86,000.00 |
| 5800 | Rent | \$742.61 | \$742.60 | \$742.60 | \$742.60 | \$742.60 | \$742.60 | \$742.61 | \$742.61 | \$5,940.83 |
| | Total 5800 | \$742.61 | \$742.60 | \$20,742.60 | \$9,515.35 | \$86,742.60 | \$1,742.60 | \$742.61 | \$7,742.61 | \$128,713.58 |
| | Total Direct Cost | \$46,123.44 | \$44,406.86 | \$64,906.88 | \$51,323.18 | \$130,406.88 | \$43,049.97 | \$42,049.98 | \$49,049.98 | \$471,317.17 |
| 7000 | Year 2 Indirect Costs @ 6.26% | \$2,887.33 | \$2,779.87 | \$4,063.17 | \$3,212.83 | \$7,341.85 | \$2,694.93 | \$2,632.32 | \$3,070.53 | \$28,682.83 |
| | Total Budget | \$49,010.77 | \$47,186.73 | \$68,970.05 | \$54,536.01 | \$137,748.73 | \$45,744.90 | \$44,682.30 | \$52,120.51 | \$500,000.00 |

BUDGET NARRATIVE

Year 2: July 1, 2023–June 30, 2024

2000 Classified Salaries **\$210,511.20**

Administrator, Lynne Goodwin **\$38,277.20**

The Administrator will provide leadership to the organization and oversight to the project. This position is funded as a .20 FTE.

Annual Salary: \$191,386.00 x .20 FTE = \$38,277.20

Grant Coordinator **\$83,278.00**

The Grant Coordinator will oversee contract deliverables, all aspects of reporting, fiscal oversight and other grant related duties. The Grant Coordinator will oversee the administration of webinar surveys, focus groups, and the annual Youth Development Survey. The Grant Coordinator will coordinate with TUPE capacity building staff in OCDE to support the Professional Learning Network as well as other Technical Assistance needs.

Annual Salary: \$83,278.00 x 1.0 FTE = \$83,278.00.

Technical Assistance Coordinator **\$88,956.00**

The Technical Assistance Coordinator will assess training needs, develop training to build the capacity of youth and adults engaged through this project. The Technical Assistance Coordinator will conduct trainings using virtual media platforms.

Contingent upon the lifting of restrictions imposed by the COVID-19 pandemic, on-site trainings and conferences will be conducted.

Annual Salary: \$88,956.00 x 1.0 FTE= \$88,956.00

3000 Employee Benefits **\$119,947.67**

Fringe benefits include health, Social Security, Medicare, dental plan, vision, unemployment insurance, disability insurance, worker's compensation insurance and retirement.

Administrator: Benefit Rate: 49.107% **\$18,796.78**

Annual Salary: \$191,386.00

\$191,386.00 x .20 FTE x 49.107% = \$18,796.78

Grant Coordinator: Benefit Rate: 58.705% **\$48,888.35**

Annual Salary: \$83,278.00

\$83,278.00 x 1.0 FTE x 58.705% = \$48,888.35

Technical Assistance Coordinator: Benefit Rate: 58.751% \$52,262.54
Annual Salary: \$88,956.00
 $\$88,956.00 \times 1.0 \text{ FTE} \times 58.751\% = \$52,262.54$

4300 Supplies \$716.58

The supplies will include items necessary for project function, including paper, pens, and other office supplies.

Manila Envelopes (box of 100): $\$34.50 \times 2 = \69.00
Assorted label packs: $\$19.00 \times 2 = \38.00
Assorted binders: $\$7.25 \times 46 = \333.50
Storage bins (sets of 5): $\$32.00 \times 5 = \160.00
Easel: $\$58.04 \times 2 = \116.08
Total Supplies = \$716.58

5000 Communications \$2,000.47

Costs include landline and cell phone usage, online platform subscriptions and other related costs.

Telephone: \$100.47
Survey Monkey: \$1,900.00

Total Communications = \$2,000.47

5200 Travel and Conference \$9,427.67

The onset of COVID-19 has created an uncertain future for travel and conferences. Travel to training/conferences may not be possible and substituted for other modalities. Virtual/alternativetraining costs may be paid from this line item.

Travel expenditures include costs for registration, lodging, per diem, parking, and flights for conference attendance as requested by the CDE Contract Monitor.

Virtual conference registration for 8 CFNLP staff X \$150.00 = \$1,200.00
In person conference (registration & travel) for 1 CFNLP staff x \$870.67 = \$870.67

California Youth Council Members will convene in person, pending COVID-19 travel restrictions, for the purpose of capacity building, providing training to youth and adults across the state, and Youth Summit planning.

Travel for 2 CNFLP staff and 17 CYC members to in-person training X \$275.00/trip = \$5,225.00

Other costs include those necessary for site visits and training implementation. Special focus will be made on development of tribal chapters.

Travel for 4 CFNLP staff for site visit training X \$533.00/trip = \$2,132.00

All travel costs shall be reimbursed at rates not to exceed those established for CDE's non-represented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

Total travel costs will not exceed \$9,427.67

5800 Non-Instructional Consultant Services **\$128,713.58**

Evaluator **\$8,000.00**

Complete a yearly report outlining deliverables met, lessons learned, and materials developed. Ensure administration, oversight, analysis, evaluation, and reporting of the student experience and youth development activities through a pre-existing post survey. Costs may be less and are based on 80 hours x \$100.00 per hour = \$8,000.00

Graphic Artist **\$8,772.75**

Develop graphic images for website placement, materials development, social media placement, and other related products.

175 hours x \$50.13 per hour = \$8,772.75

California Youth Council Stipends **\$20,000.00**

Provide stipends to 17 California Youth Council (CYC) Members to support their efforts to provide youth voice, training and advocacy related to this project.

14 stipends up to \$1,000.00 for a total of \$14,000.00 and 3 CYC Leadership Team stipends up to \$2,000.00 for a total of \$6,000.00.

Training Costs **\$86,000.00**

COVID-19 physical distancing policies will have varying degrees of impact on this project, are yet to be determined and are likely to evolve over the course of this project. While in-person options may be preferred, virtual options may be utilized. Training costs may include conventional in-person training costs, as well as costs associated with a virtual training implementation. All subcontractors will be selected based on Tulare County's own competitive selection methods, and will be experts in their respective fields in order to fully carry out the work, pay is commensurate with the level of expertise required in the particular field.

Youth Summit costs include hotel, meals, speakers/trainers, printing, travel and audio-visual services and supplies.

Conference Meals: 500 attendees x \$35.00/attendee = \$17,500.00 (agenda will be provided)

Audio/Visual Services (subcontract): \$17,805.00

Keynote Speakers (subcontracts): 3 Speakers x \$2,000.00/speaker = \$6,000.00

**Tulare County
Superintendent of Schools
CDE Agreement # CN220114**

Workshop Facilitators (subcontracts): 15 Facilitators x \$400.00/facilitator = \$6,000.00
Hotel meeting space: \$18,730.00
Total = \$66,035.00

Costs associated with convening county FNL program staff and CYC Members for project training, technical assistance trainings. Costs may include room rental, trainers, materials, travel, virtual platform usage that includes technical assistance and other related costs. The possible costs include travel, lodging, and meals for 17 CYC members and 6 county FNL staff to attend a training in Tulare County.

Conference meeting space = \$750.00
Conference meals: 23 participants x \$35.00/participant = \$805.00
Workshop facilitators (subcontracts): 5 facilitators x \$400.00/facilitator = \$2,000.00
Total = \$3,555.00

Some training costs may include California Youth Council efforts as they relate to their role as trainers including at the Youth Summit. The possible costs include travel, lodging, and meals for 17 CYC members to attend the Youth Summit in Anaheim.

Hotel rooms at summit: 17 CYC members x \$120.00 per night x 3 nights each = \$6,120.00
Working meals at summit: 17 CYC members x \$35.00 per day x 4 days = \$2,380.00
Travel to Summit: 17 CYC members x \$230.00 travel fees = \$3,910.00
Training facilitator (subcontract): 1 Facilitator = \$4,000.00
Total = \$16,410.00

Rent **\$5,940.83**

The CFNLP does not provide direct student services for Tulare County and functions as a statewide intermediary instead. The CFNLP is therefore required to pay for all operational expenses for services provided by TCOE, including rent. Other operational expenses are covered by the indirect calculations.

Rent is calculated as: #FTE paid by this contract * total number of CFNLP staff
total rent: 2.20 FTE / 8 FTE = .275 x \$21,603.00 = \$5,940.83

Subtotal Operation **\$471,317.17**

Total Subject to Indirect Cost

**\$471,317.17 (minus \$13,125.00 Audio/Visual Service not subject to indirect) =
\$458,192.17**

7000 Indirect Costs **\$28,682.83**

The indirect costs for this contract are at the rate of 6.26% for Year 2 of applicable total direct costs. \$458,192.17 X 6.26% = \$ 28,682.83

TOTAL CONTRACT YEAR 2 **\$500,000.00**

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. INFORMATION TECHNOLOGY (IT) REQUIREMENTS (Rev. 04/22/10):

For contracts that require the Contractor to develop, modify or maintain any type of Web product (which includes but is not limited to a web page, web document, website, web application, or other web service), or contracts that include a web product as a deliverable or result, Contractor hereby agrees to adhere to the following California Department of Education (CDE) standards:

- A. All website and application pages/documents that can be seen by users must be reviewed and approved as required by the CDE's DEAM 3900 process. Contractor agrees to work through the CDE Contract Monitor for this agreement to ensure the DEAM 3900 process is implemented.
- B. Websites and web applications must adhere to the appropriate CDE web standards as specified at <http://www.cde.ca.gov/re/di/ws/webstandards.asp>.
- C. Contractor must provide the application and/or website source code, collected data, and project documentation in a form to be specified by the CDE according to the following time frame:
 - 1. For new sites/applications: Within 30 days of implementation. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
 - 2. For existing sites/applications: Within 90 days of the contract renewal or amendment execution. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
- D. Contractor shall monitor the website/application on a monthly basis (or more frequently if necessary) to identify and correct the following issues:
 - 1. Broken links
 - 2. Dated content
 - 3. Usability issues
 - 4. Circumstances where the contractual agreement is not followed
- E. Contractor agrees to not violate any proprietary rights or laws (i.e., privacy, confidentiality, copyright, commercial use, hate speech, pornography, software/media downloading, etc.). Also, the Contractor agrees to make all reasonable efforts to protect the copyright of CDE content and to obtain permission from the CDE Press to use any potentially copyrighted CDE material, or before allowing any other entity to publish copyrighted CDE content.

- F. Contractor agrees that any web applications, websites, data or other files which may be needed to restore the system in the event of disaster are backed up redundantly, and that a detailed, tested plan exists for such a restoration.
- G. Contractor shall provide the CDE with website usage reports on a monthly basis during the contract period for each web page, document or file which can be viewed by users. Additionally, Contractor shall provide an easy mechanism for users to provide feedback on the site/application, such as a feedback form.

II. **DATA MANAGEMENT (DM) REQUIREMENTS (Rev. 11/16):**

- A. **Definitions:** The following definitions apply for the purposes of this Agreement:

“Aggregated Data” means any data expressed in a summary form, for purposes such as statistical analysis to de-identify the Data and prevent unlawful or unauthorized disclosure of PII and/or Student-Level Data.

“Confidential Information” means Proprietary Information, Personally Identifiable Information (PII), and Student-Level Data, as each are defined below.

“Data” means any digital or hard copy records or information, whether Confidential or publicly available.

“Personally Identifiable Information (PII)” means information about an individual, and includes but is not limited to information that, alone or in combination, is linked or linkable to a specific student in a manner that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. PII includes, but is not limited to name, address, personal identifier (e.g., Social Security number, student number, biometric record), other indirect identifiers (e.g., date or place of birth, mother’s maiden name). “Biometric record” includes a fingerprint, retina or iris pattern, voiceprint, DNA sequence, handwriting sample, facial geometry or other biological or behavioral characteristic used to identify an individual.

“Preferred Variation” means the particular variation of the name, definition, and format for a Data element or code set that is used by CDE to maintain order and consistency in its Data. To date, hundreds of common Data elements have been specified by the CDE (contact the Data Management Division for the most recent published list of Preferred Variations).

“Proprietary Information” means information contained in materials marked “confidential,” trade secrets, know-how, data and other information, in tangible and intangible form possessed by a party and having value by virtue of not being generally known or due to being obtained at significant effort or expense. Each party acknowledges that information supplied by a third-party to the other party under provisions of confidentiality shall be considered, for the purposes of this Agreement, to be the other party’s Proprietary Information.

“Student-Level Data” means demographic, performance, and other information

that pertains to a single student but cannot be attributed to a specific student. Such Data is subject to compliance with laws such as the Family Educational Rights and Privacy Act (FERPA), the Pupil Protection Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), and the California Education Code (EC).

- B. **Confidentiality Conflicts:** Notwithstanding any obligation of confidentiality or non-disclosure between the parties or any "confidential," "proprietary," or "privileged," marking on documents, all Data in public records maintained by the CDE are subject to disclosure pursuant to the Public Records Act (PRA) (Govt. Code 6250 *et. seq.*) and other applicable law, unless an exemption from disclosure applies. Parties shall also immediately notify each other and work cooperatively to respond correctly to Public Records Act requests in a timely manner.
- C. **Compliance with Statutory and Contractual Requirements:** In the course of performing this Agreement, each of the Parties may gather or processes or otherwise be intentionally or inadvertently exposed to Confidential Information belonging to the other party. Each party agrees to use, disclose, manage and protect the other Party's Confidential Information in accordance with the contractual provisions set forth below, as well as all applicable federal and California law. Applicable laws may include, but are not limited to: the Family Educational Rights and Privacy Act of 1984 (FERPA; 20 U.S.C. Sec. 1232g), the Protection of Pupil Rights Amendment (PPRA), the Information Practices Act (California Civil Code Sec. 1798, *et seq.*), the Children's Online Privacy Protection Act (COPPA), the California *Education Code* sections 49069 to 49079, and California State Administrative Manual (SAM) sections 5300 and 5399.
- D. **Subcontractors:** CDE must, at its discretion, approve in writing each of Contractor's proposed subcontractors who may be exposed to CDE Confidential Information. Contractor shall request any such approval in advance and provide CDE with: i) a copy of the proposed subcontract; ii) background information about the subcontractor and its executives; and iii) any other information reasonably requested by the CDE.
- E. **Use and Disclosure/ Data Security:** Each Party shall use the disclosing Party's Confidential Information only as necessary to perform its obligations hereunder. Each Party shall disclose Confidential Information only to its own employees and employees of its approved contractors or subcontractors who: i) have a need to know such information for the purposes of performing obligations hereunder, ii) are under legal obligations to maintain the confidentiality and restrict the use of Confidential Information which obligations name the disclosing party as a third-party beneficiary or otherwise give the disclosing party the legal right to enforce such legal obligations, and iii) have completed training approved by the CDE on data security and privacy within the past 12 months. Contractor and its subcontractors shall exercise other security precautions that have been approved by the CDE's Educational Data Management Division (EDMD) and Technology Services Division (TSD) to prevent unauthorized use, access, modification or disclosure/re-disclosure of any Confidential Information. Such security precautions shall include, at a minimum (and without limiting the generality of the use and

disclosure restrictions set forth above):

- Securely encrypting and otherwise complying with best practices in order to securely protect Confidential Information that is transmitted electronically or stored on portable electronic devices;
- Securely locking any repository for Confidential Information;
- Provide appropriate levels of security (confidentiality, integrity, and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels.
- Properly maintaining security of any and all computer systems (hardware and software applications) used to store or process Confidential Information, including installing all security patches, upgrades, and anti-virus updates;
- Designating a Security Officer to oversee such Party's Data security program, carry out privacy programs and to act as the principal point of contact responsible for communicating on security matters with the CDE;
- Immediately reporting (within two hours of discovery) to the CDE any breach of security, as that phrase is used in California Civil Code section 1798.29(d), to:

Mark Lourenco, Information Security Officer

California Department of Education
Technology Services Division – Information Security Office
1430 N Street, Suite 3712
Sacramento, CA 95814-5901
Office phone: 916-322-8334
Email: ISO@cde.ca.gov

- Promptly taking corrective action to cure any breach of security, including immediately notifying the other parties and conducting an investigation of each breach and providing the other party with a written report of the investigation within thirty (30) working days of the discovery of the breach. All parties may be participants in the security breach investigation, or parties may conduct their own independent investigations, in which all parties shall fully cooperate. The party who experienced the security incident as a result of their failure to perform or negligent acts of its personnel, which resulted in a data breach shall be responsible for all costs incurred, including the costs to provide notice to the individuals whose data has been lost or breached.
- Implementing any other reasonable security protocols for PII or Student-Level Data that may be prescribed by the CDE's Technology Service Division in a written notice to Contractor.
- Making and distributing copies of Data only as necessary to perform the obligations hereunder in full compliance with the other terms hereof, keeping accurate records of any such copies (including any back-ups), and legally and physically controlling such copies in a manner that prevents unauthorized duplication, use or disclosure.

Each party shall retain and provide the other with a copy of the compliance agreements, which include signed confidentiality statements, training certifications, and other documentation necessary to demonstrate compliance with this provision upon a party's written request.

F. **Data Formatting and Delivery:** All PII or Student-Level Data to be delivered from one party to the other hereunder shall i) be in a format, ii) use nomenclature, iii) be delivered in compliance with security protocols, and iv) meet any other specifications, all as set forth in Data delivery and file layout specifications approved by the CDE Education Data Management Division. As early as reasonably possible in the Data delivery process, but in no event less than 12 weeks prior to Data delivery to CDE or 6 weeks prior to Data delivery to Contractor, Contractor shall submit for CDE approval its proposed Data delivery and file layout specifications, including the proposed secure file transfer protocols, formatting, nomenclature and other specifications to be used. The scope of work may specify additional requirements for the proposed data delivery and file layout specifications, such as additional time between the proposed Data Delivery and file layout specification and Data delivery for those cases where a data reporting structure needs to be built, where special provisions are needed for working with other CDE contractors, etc.

1. **Data Delivered to CDE:** Unless otherwise agreed by the CDE in writing, Contractor shall use CDE's Preferred Variation of each data element in the proposed file layout specification for data delivery to the CDE. In the event that CDE has not yet formulated a Preferred Variation for a particular Data element, Contractor shall consult with CDE to reach a resolution. Contractor shall cooperate with CDE and shall make each change to the proposed Data delivery and file layout specification that is requested by the CDE in order to gain written approval. Thereafter, all PII and Student-Level Data shall be delivered in a file conforming to the approved Data delivery and file layout specifications, as they may be revised from time-to-time. In addition, all PII and Student-Level Data deliveries to the CDE shall be accompanied by a complete Data Dictionary that describes and defines in detail the meaning of all symbols, abbreviations, codes and other descriptors contained in the file provided by Contractor to the CDE.
2. **Data Delivered to Contractor:** If a scope of work specifies the delivery of PII or Student-Level Data from CDE to Contractor, Contractor shall specify its requested Data delivery and file layout specifications by submitting a proposal to the CDE for approval. The CDE will review the requested specifications for inconsistencies, data definitions that do not align with CDE's preferred variations and for data elements that do not yet exist or need extraction, redaction, compilation, aggregation or the like. The CDE will indicate to Contractor whether the request can be met and CDE's estimated costs to meet such requirements. The parties shall revise the Data delivery and file layout specifications until mutually acceptable. Unless otherwise agreed in writing in advance, CDE may charge Contractor for its reasonable costs, including staff time, computing time and materials, in order to meet Contractor's requested specifications.

Contractor acknowledges that CDE maintains and uses Data collected from a variety of diverse sources and that compliance with these Data formatting and delivery provisions is necessary to maintain Data order and for the consistent and

effective use of Data by the CDE, regardless of the source of the Data and regardless of how the Data has been collected, developed, matched, aggregated, linked, connected or otherwise generated for use by CDE.

- G. **De-Identification of PII:** Contractor may not attempt to create, use or disclose Aggregated Data or other forms of de-identified Data, except as CDE may expressly authorize in writing in the Scope of Work. Any Aggregated Data that is authorized shall be created in compliance with best practices to minimize disclosure risk (e.g., those outlined in the NCES SLDS Technical Brief "[Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting](#)") and shall be aggregated using a methodology approved in writing in advance by the CDE.
- H. **Data Destruction:** Contractor shall return or destroy in accordance with the CDE's instructions any and all CDE Data, including, without limitation, Data: i) provided by CDE hereunder, ii) developed by Contractor for CDE hereunder, or iii) otherwise owned by CDE. Such return or destruction shall occur i) immediately upon CDE's request, ii) immediately upon termination of this agreement, or iii) prior to any merger, combination, acquisition, or other change in control of the Contractor, unless CDE, at its sole discretion, gives prior written consent to the change in control and the appropriate parties execute any additional documents CDE specifies in order to preserve or extend the obligations hereunder. Unless otherwise agreed to in writing by the CDE, such destruction shall include Data that is publically available; however, nothing herein shall prevent the Parties from thereafter obtaining such Data from publically available sources.
- I. **Data Ownership and Possession:** Contractor acknowledges that any and all Data that are collected, developed and/or generated by Contractor at CDE's expense are the sole and exclusive Proprietary Information of the CDE and may not be used or disclosed by Contractor except as expressly permitted by the CDE in writing. CDE acknowledges that software and Data previously developed by Contractor at Contractor's sole expense, without contribution or reimbursement from CDE, is Contractor Proprietary Information.
- J. **Subsequent Data Disclosures:** Notwithstanding any other provision of this Agreement, any future disclosure of PII or Student-Level Data by the CDE is subject to CDE's internal approval processes and applicable law.

III. **RESOLUTION OF DISPUTES:**

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract Monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the

contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

IV. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

V. ICT ACCESSIBILITY REQUIREMENTS (05/2018):

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education’s (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE’s Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE’s Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of “Information and Communications Technology” or “ICT” includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and

Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.

- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

VI. PROHIBITION OF DISCRIMINATION:

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

VII. HEALTH AND SAFETY:

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E

ADDITIONAL PROVISIONS

I. CONTRACTOR EVALUATION (Rev. 3/06):

Within sixty (60) days after the completion of this agreement, the CDE Contract Monitor shall complete a written evaluation of Contractor's performance under this agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (Public Contract Code Section 10369)

II. CONTRACTOR'S RIGHTS AND OBLIGATIONS:

Public Contract Code Sections 10335 through 10381 contains language describing the Contractor's duties, obligations and rights under this agreement. By signing this agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of Public Contract Code.

III. STAFF REPLACEMENTS:

The Contractor will be required to obtain prior approval from the CDE Contract Monitor before changing professional project personnel.

IV. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

V. DISPOSITION OF EQUIPMENT:

Equipment purchased under the provisions of this agreement is the property of the State and shall be used for its intended purpose during the term of this agreement. An inventory of all equipment purchased under this agreement shall be maintained. After the term of this agreement, the equipment shall be returned or disposed of in accordance with instructions from the CDE.

VI. PROHIBITION AGAINST OUTSIDE AGREEMENTS:

The Contractor or subcontractor(s) shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the CDE for products and/or services pertaining to this contract.

VII. OWNERSHIP OF MATERIALS AND DATA (Rev. 1/20):

All materials and data developed under the terms of this agreement will become the property of the CDE. The Contractor may not publish, sell, disseminate or otherwise use any materials or data developed under this agreement unless specifically authorized in the statement of work, in a written amendment to this Agreement or in a separate, written agreement containing a licensing provision for such materials or data. The Contractor **MUST** seek review and approval from the CDE prior to any such publication, sale, dissemination or other use to ensure compliance with the authorizing provisions.

VIII. POTENTIAL SUBCONTRACTORS:

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Tammy Bradford, Assistant Superintendent
Special Services Division

SUBJECT:

Infant Discretionary Funds Grant Award 2021-2022

DESCRIPTION/SUMMARY:

Infant discretionary funds are allocated for special education and related services to children with disabilities for infants ages zero through two years of age. The California Department of Education allocates these funds to help offset shortfalls in the infant apportionment.

FINANCING:

\$102,029 to be expended by March 31, 2023.

RECOMMENDATION:

Approval of funds.

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Tammy Bradford, Assistant Superintendent
Special Services Division

SUBJECT:

Special Education Alternate Dispute Resolution Grant Award 2022-2023

DESCRIPTION/SUMMARY:

The Special Education Alternate Dispute Resolution (ADR) Grant is intended for SELPA's working towards improving their Dispute Resolution practices among LEA's and families.

FINANCING:

\$14,922 to be expended by September 30, 2024.

RECOMMENDATION:

Approval of funds.

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Jeff Ramsay, Director, General Services

SUBJECT:

Authorization to seek proposals for student transportation services.

DESCRIPTION/SUMMARY:

The agreement for our current student transportation provider ends June 30, 2023 and Special Services is looking to solicit proposals for services.

FINANCING:

SELPA

RECOMMENDATION:

Authorize the issuance of a RFP for student transportation services.

**TULARE COUNTY OFFICE OF EDUCATION
BOARD ENCLOSURE FORM**

SUBMITTED BY:

Tim A. Hire, County Superintendent of Schools

SUBJECT:

Set the date for the Annual Organizational Meeting.

This year the time in which to hold the annual organizational meeting shall be on or after Friday, December 9, 2022.

DESCRIPTION/SUMMARY:

Pursuant to Education Code 1009, the county board of education must hold an organizational meeting every year. The purpose of the organizational meeting is to accomplish the following: 1) Swear in and officially seat newly elected (or appointed in lieu of election) board members in election years. 2) Elect a president and vice president for the following year. 3) Adopt a schedule/calendar of regular meetings. Each year the board must set a date for the organizational meeting to take place on or after the second Friday in December which coincides with the beginning and ending term of office of board members. For scheduling purposes, First Interim Reports must be reviewed, approved, and certified by December 15 each year also.

FINANCING:

N/A

RECOMMENDATION:

Set DECEMBER 12, 2022 as the date for the organizational meeting.

*Note: AB 2449 became effective January 2019. This legislation changed the date for the beginning and ending term of office for county board of education members from the last Friday in November to the 2nd Friday in December. It also changed the date for county board organizational meetings to be held on or after the 2nd Friday in December.