

Kashia School District
31510 Skaggs Spring Road
P.O. Box 129 Stewarts Point, CA 95480
707-785-9682 phone 707-785-2802 fax

Minutes

Governing School Board
Wednesday, April 9, 2025
4:00 p.m.
Kashia School District

Start: 4:21 p.m. **End** 6:23 p.m.

1. Call to Order Board and Staff/Establishment of Quorum

Glenda Antone X
Coleen McCloud X
Charlene Pinola X

Frances Johnson X

2. Approval of Agenda: Agenda was revised to move Public Comment on Open Session Items to the 3rd item on the agenda. Motion: Trustee McCloud. Second: Trustee Pinola. Approved unanimously.

3. Open Session - Public Comment on Open Session Items:

3.1 The following Public Comment was given during Open Session:

Public Comment #1, Whitney Badgett: Provided comment regarding her resignation on January 31, 2025. Read a letter to the Board. Was asked to provide a copy of her public comment for the record. She indicated she would submit a copy via e-mail.

Public Comment #2, Tami Bell: Provided comment regarding his previous tenure as Supt./Principal/Teacher during the 2022-23 school year. Was terminated that year. He stated he had a box that included his expenses, receipts, etc. in the amount of \$1,333 for himself. Referenced Brenda Mitchell, a reading specialist, who submitted a request for reimbursement of expenses, which was in the box also; approximately \$4,420. Mr. Bell also stated that he brought furniture to furnish the "teacher house"; and that he was to be reimbursed for that. His contract was 210 days but was paid 189 days. He discussed it with the county office of education. He requested that the board look into the matter of reimbursement of expenses and for the furniture.

Public Comment #3, Shawn Marrufo: Remarked that she heard there was a special meeting but didn't see that posted. Said that there was a rumor that the school was closing. Doesn't want the school to close.

Public Comment#4, Vivian Marrufo: Heard that it (the school) was closing. Made additional remarks regarding district leadership. *Ms. Marrufo is asked by the Board to put her remarks in writing for clarity and accuracy.*

Public Comment #5: Deidre Wilder: Commented about a student incident. Remarked that parents should be present. Also stated that there is still no door handle on the door to where Adriana's students are. The plastic blue chairs are breaking and need to be replaced. She said that that the bathrooms were not working.

4. Closed Session – **4:50 p.m.**

4.1 Personnel (Government Code 54957(b): Public Employment: Teacher

No public comment.

5. Reconvene to Open Session: **Open session reconvened at 5:22 p.m.**

5.1 Report of Actions Taken in Closed Session (if any): *No action taken during closed session.*

6. Open Session – **was moved to item #3 above.**

7. Consent Agenda

7.1 Approval of the Minutes from the March 12, 2025 Regular Board Meeting

7.2 Approval of Routine Budget Updates for the period of February 26, 2025 – March 31, 2025

7.3 Ratification of Accounts Payable Warrant Registers for the period of February 26, 2025 – March 31, 2025

7.4 Approval of the Williams Quarterly Report for the period of January 1, 2025 – March 31, 2025

Consent Agenda approval: Motion by Trustee Pinola, Second by Trustee McCloud. Approved unanimously.

8. Reports and Communications

8.1 Governing Board Members: Trustee Pinola: Remarked that perhaps the students could do a card for Maxine B. because she is not feeling well; e.g. “thinking of you.”

8.2 Superintendent: The children had a good report from the Healthy Kids Survey – kids feel safe, they like the school, etc. They also did well on the fitness test. The district is advertising for a multiple-subjects credentialed teacher and is doing everything possible to recruit. The students are declining in performance, and we are in declining enrollment.

8.3 PTO: Colleen needs to go to the store to get items for Easter. Friday, starting at 12:30, they will have snack items for the kids. Graduation: Will the school add on days? The original date for graduation was going to be on the 11th. Items need to be ordered for that; e.g. decorations, etc. The plan is to have bbq hamburgers/hot dogs; will have cake, spaghetti, etc. and need capes.

8.4 Staff: None.

9. Items Scheduled for Information and Discussion

9.1 Review of Information Related to Governance and the Brown Act

Staff reviewed a chart entitled “*Professional Governance Standards*” by the California School Boards Association (CSBA) for information and discussion.

9.2 Grant Application Process for 2025-26 (Federal Impact Aid, REAP, Indian Education)

Staff gave a brief update on the status of grant funding applications for 2025-26 for information and discussion.

9.3 Review of Unrestricted/Restricted Fund balances

Staff provided a review on the district’s financial position and estimated fund balances (unrestricted and restricted).

9.4 Enrollment, Attendance, and the Lapsation Process: Ongoing Discussion

Staff discussed the status of the district’s current enrollment and ADA (8 students, ADA of 6.45). Automatic lapsation is triggered at fewer than 6.00 ADA.

10. Items Scheduled for Discussion and Action

- 10.1 Review and Consideration of Approval, Memorandum of Understanding (MOU) between the Kashia Elementary School District and the Sonoma County Office of Education for Substitute Coverage

The MOU was reviewed and approved by the Board. Motion: Trustee McCloud. Second: Trustee Pinola. Approved unanimously.

- 10.2 Review and Consideration of Approval, 2025-26 Board Governance Calendar (*page 18*)

Background: The California School Boards Association recommends that districts adopt a governance calendar for each school year that shows the scheduling of various routine and special board tasks.

The 2025-26 Board Governance Calendar was reviewed and approved by the Board. Motion: Trustee Pinola. Second: Trustee McCloud. Approved unanimously.

- 10.3 Review and Consideration of Approval, Agreement for Services between Kashia Elementary School District and Marcia I. Lotter for Psychological Testing Services for the 2024-25 School Year

The Agreement for Services was reviewed and approved by the Board. Motion: Trustee McCloud. Second: Trustee Pinola. Approved unanimously.

- 10.4 Review and Consideration of Approval, Academic Calendar for 2025-26

The Board wants more time to consider the calendar for 2025-26; specifically, whether or not to add Native American Day on Sept. 27, 2025 which will require an additional day of instruction added elsewhere.

- 10.5 Public Hearing, Title VI Grant – Indian Education: 2025-26 Funding

A public hearing was held to review the proposed Indian Education grant plan. The estimated allocation for 2025-26 is \$4,000. Of this amount, staff proposes budgeting \$1,000 for student supplies (beads, art supplies, etc.) and \$3,000 for Pomo cultural instruction to be provided by contracted outside educational partners; including but not limited to arts/crafts, music, language, heritage, environmental conservation, etc.

The Indian Parent Committee will review the plan further on April 23, 2025.

11. Items Scheduled for Future Board Meetings

- 11.1 Local Control and Accountability Plan (LCAP) – Public Hearing/Adoption
- 11.2 2025-26 Original Budget – Public Hearing and Adoption
- 11.3 Williams Quarterly Report

12. Adjournment: The meeting adjourned at 6:23 p.m.

Next Board Meeting: Wednesday, May 14, 2025, 4:00 p.m.

Effective 04/14/2025 through 04/21/2025

Fiscal Year 2025

Account	JE #	JE Trans Date	JE Posted	Description	From	To
JE # BR25-00072						
01-1100-0-0000-0000-8560-000-1100		04/14/2025	04/14/2025	State Lottery R, State Lottery	CR	89.00
01-1100-0-1110-1000-4310-600-1100				Instructional M, Instruction, Regular Educati, Lottery	DR	89.00
Net decrease to Appropriations					178.00	.00
JE # BR25-00073						
01-6300-0-0000-0000-8560-000-1100		04/14/2025	04/14/2025	State Lottery R, Lottery-instruc	CR	39.00
01-7810-0-0000-0000-8590-000-LSPD				All Other State, Other State	DR	64.00
01-6547-0-5001-0000-8590-000-6500				All Other State, Sp Ed Int Pres	CR	777.00
01-9090-0-0000-0000-8699-000-0000				All Other Local, Resig Safety Cr	DR	122.00
Net decrease to Appropriations					816.00	186.00
JE # BR25-00074						
40-0000-0-0000-0000-8660-000-0000		04/14/2025	04/16/2025	Interest, Unrestricted/no	DR	20.00
Net increase to Appropriations					.00	20.00
JE # BR25-00075						
01-6770-0-1110-1000-5800-600-0000		04/16/2025	04/16/2025	Other Svcs & Op, Instruction, Regular Educati, Undefined	CR	1,500.00
01-6770-0-1110-1000-4310-600-0000				Instructional M, Instruction, Regular Educati, Undefined	DR	1,500.00
Net decrease to Appropriations					1,500.00	1,500.00
JE # BR25-00076						
01-6300-0-1110-1000-4310-600-1100		04/16/2025	04/16/2025	Instructional M, Instruction, Regular Educati, Lottery	DR	39.00
Net decrease to Appropriations					39.00	.00
JE # BR25-00077						
01-6762-0-1110-1000-4110-600-0000		04/16/2025	04/16/2025	Textbooks, Instruction, Regular Educati, Undefined	DR	2,048.00
01-6762-0-1110-1000-5800-600-6762				Other Svcs & Op, Instruction, Regular Educati, Arts Music IMF	CR	2,048.00
Net decrease to Appropriations					2,048.00	2,048.00
JE # BR25-00078						
01-0000-0-0000-0000-8044-000-0000		04/17/2025	04/17/2025	Supplemental Ta, Unrestricted/no	DR	43.00
01-0000-0-0000-0000-8045-000-0000				Ed Revenue Augm, Unrestricted/no	CR	82.00
Net decrease to Appropriations					2,048.00	2,048.00

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Effective 04/14/2025 through 04/21/2025

Fiscal Year 2025

Account				Description	From	To
				Net decrease to Appropriations	82.00	43.00
JE # BR25-00079				JE Trans Date 04/17/2025	JE Posted 04/17/2025	Comment Update Res. 1400-P-2 Estimates
01-1400-0-0000-0000-8012-000-1400				EPA,EPA	DR	39.00
				Net increase to Appropriations	.00	39.00
JE # BR25-00080				JE Trans Date 04/17/2025	JE Posted 04/17/2025	Comment Update 4xxx, Res. 0000 budgets
01-0000-0-0000-2700-4350-600-2700				Office Supplies,School Administ,Undistributed,School Admin	CR	300.00
01-0000-0-0000-2700-4390-600-2700				Other Supplies,School Administ,Undistributed,School Admin	CR	350.00
01-0000-0-0000-2700-4400-600-2700				Small Equipment,School Administ,Undistributed,School Admin	DR	500.00
01-0000-0-0000-3700-4700-600-3700				Food Purchases,Food Services,Undistributed,Food Service	CR	500.00
01-0000-0-0000-8110-4380-600-8110				Maintenance Sup,Maintenance,Undistributed,Maintenance	DR	1,000.00
01-0000-0-0000-8200-4353-600-8200				Janitorial Supp,Operations,Undistributed,Operations	DR	1,000.00
01-0000-0-1110-1000-4140-600-0000				Computerized Te,Instruction,Regular Educati,Undefined	CR	150.00
01-0000-0-1110-1000-4310-600-1000				Instructional M,Instruction,Regular Educati,Supp/Consent	CR	200.00
01-0000-0-1110-1000-4340-600-1000				Computer Sftwar,Instruction,Regular Educati,Supp/Consent	CR	1,500.00
01-0000-0-1110-1000-4361-600-7230				Tires,Instruction,Regular Educati,VAN	DR	800.00
01-0000-0-1110-1000-4362-600-7230				Fuel And Oil,Instruction,Regular Educati,VAN	DR	200.00
01-0000-0-1110-1000-4390-600-0100				Other Supplies,Instruction,Regular Educati,Elem Ed	DR	10,000.00
01-0000-0-1110-1000-4390-600-9010				Other Supplies,Instruction,Regular Educati,GRANTS	CR	500.00
01-0000-0-1110-1000-4390-600-9050				Other Supplies,Instruction,Regular Educati,Parent Group	DR	
				Net decrease to Appropriations	14,000.00	3,500.00
JE # BR25-00081				JE Trans Date 04/17/2025	JE Posted 04/17/2025	Comment Update medical benefits budget, vacant position
01-0000-0-1110-1000-3401-600-0100				H & W Benefits,Instruction,Regular Educati,Elem Ed	DR	3,352.00
				Net decrease to Appropriations	3,352.00	.00
JE # BR25-00082				JE Trans Date 04/17/2025	JE Posted 04/17/2025	Comment Budget transfer for SCOE Admin Svcs
01-0000-0-1110-1000-1100-600-0100				Teachers' Salar,Instruction,Regular Educati,Elem Ed	DR	40,952.00
				Net decrease to Appropriations	40,952.00	.00
JE # BR25-00083				JE Trans Date 04/17/2025	JE Posted 04/17/2025	Comment Transfer for SCOE Admin Svcs
01-0000-0-0000-7150-1320-600-0000				Cert Supv&admin,Superintendent,Undistributed,Undefined	DR	25,000.00

Selection

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Post Date = 4/1/2025, Ending Post Date = 4/30/2025,

Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

046 - Kashia

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Effective 04/14/2025 through 04/21/2025

Fiscal Year 2025

Account	Description	From	To
JE # BR25-00084 JE Trans Date 04/17/2025 JE Posted 04/17/2025 Comment Budget updates		Net decrease to Appropriations	25,000.00 .00
01-0000-0-1110-1000-3101-600-0000	Benefits - Strs, Instruction, Regular Educati, Undefined	CR	4,673.00
01-0000-0-1110-1000-3331-600-0100	Benefits - Medi, Instruction, Regular Educati, Elem Ed	DR	958.00
01-0000-0-1110-1000-3501-600-0100	Benefits - Sui, Instruction, Regular Educati, Elem Ed	DR	33.00
01-0000-0-1110-1000-3602-600-1000	Benefits - Wcom, Instruction, Regular Educati, Supp/Consent	DR	667.00
Net increase to Appropriations		1,658.00	4,673.00
JE # BR25-00085 JE Trans Date 04/19/2025 JE Posted 04/19/2025 Comment Res. 5810 Budget Updates			
01-5810-0-0000-3900-5800-600-5810	Other Svcs & Op, Other Pupil Ser, Undistributed, REAP	CR	2,685.00
01-5810-0-1110-1000-4110-600-5810	Textbooks, Instruction, Regular Educati, REAP	CR	2,315.00
01-5810-0-1110-1000-4310-600-5810	Instructional M, Instruction, Regular Educati, REAP	DR	3,000.00
01-5810-0-1110-1000-5820-600-0000	Field Trips, Instruction, Regular Educati, Undefined	DR	2,000.00
Net increase to Appropriations		5,000.00	5,000.00
JE # BR25-00086 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget updates for estimated actuals			
01-0000-0-0000-2700-5201-600-2700	Mileage Reimbur, School Administ, Undistributed, School Admin	CR	100.00
01-0000-0-0000-2700-5838-600-2700	Dist Administra, School Administ, Undistributed, School Admin	DR	9,000.00
01-0000-0-0000-2700-5862-600-2700	Fingerprinting, School Administ, Undistributed, School Admin	CR	60.00
01-0000-0-0000-2700-5950-600-2700	Postage, School Administ, Undistributed, School Admin	CR	400.00
01-0000-0-0000-3700-5800-600-3700	Other Svcs & Op, Food Services, Undistributed, Food Service	CR	1,500.00
01-0000-0-0000-7110-5202-600-7110	Conference Expe, Board, Undistributed, Board	DR	200.00
01-0000-0-0000-7110-5300-600-7110	Dues & Membersh, Board, Undistributed, Board	DR	600.00
Net decrease to Appropriations		9,800.00	2,060.00
JE # BR25-00087 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget updates for estimated actuals			
01-0000-0-0000-7110-5800-600-7110	Other Svcs & Op, Board, Undistributed, Board	DR	500.00
01-0000-0-0000-7110-5823-600-7110	Legal Costs, Board, Undistributed, Board	CR	500.00
01-0000-0-0000-7150-5202-600-7150	Conference Expe, Superintendent, Undistributed, District Admin	CR	200.00
01-0000-0-0000-7150-5825-600-7150	Advertisement (, Superintendent, Undistributed, District Admin	CR	400.00
01-0000-0-0000-7191-5821-600-7110	Audit Costs, External Financ, Undistributed, Board	CR	2,000.00
01-0000-0-0000-7600-5840-600-0000	Computer/tech R, All Other Gener, Undistributed, Undefined	DR	9,500.00
01-0000-0-0000-8100-5630-600-0000	Repairs, Plant Maintenan, Undistributed, Undefined	CR	700.00
01-0000-0-0000-8110-5800-600-8110	Other Svcs & Op, Maintenance, Undistributed, Maintenance	CR	2,000.00

Effective 04/14/2025 through 04/21/2025

Fiscal Year 2025

Account	Description	From	To
JE # BR25-00088 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget updates for estimated actuals			
01-0000-0-0000-8110-5832-600-8110	Alarm Maintenance, Undistributed, Maintenance	10,000.00	5,800.00
01-0000-0-0000-8200-5530-600-8200	Water, Operations, Undistributed, Operations		
01-0000-0-0000-8200-5911-600-8200	Telephone, Operations, Undistributed, Operations		
01-0000-0-1110-1000-5200-600-7230	Travel & Confer, Instruction, Regular Educati, VAN		
01-0000-0-1110-1000-5630-600-7230	Repairs, Instruction, Regular Educati, VAN	1,500.00	
01-0000-0-1110-1000-5632-600-0100	Copier Repairs, Instruction, Regular Educati, Elem Ed		400.00
01-0000-0-1110-1000-5800-600-0100	Other Svcs & Op, Instruction, Regular Educati, Elem Ed	1,000.00	
01-0000-0-1110-1000-5800-600-7230	Other Svcs & Op, Instruction, Regular Educati, VAN	1,000.00	2,050.00
Net decrease to Appropriations		6,500.00	2,450.00
JE # BR25-00089 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget updates for estimated actuals			
01-0000-0-1110-1000-5806-600-1000	Class Assist, Instruction, Regular Educati, Supp/Consent		500.00
01-0000-0-1110-1000-5811-600-0100	Nursing, Instruction, Regular Educati, Elem Ed		2,500.00
01-0000-0-1110-1000-5840-600-1000	Computer/tech R, Instruction, Regular Educati, Supp/Consent		2,000.00
Net decrease to Appropriations		5,000.00	.00
JE # BR25-00090 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget update for estimated actuals			
01-0000-0-1110-1000-5815-600-9010	Friends, Instruction, Regular Educati, GRANTS		500.00
Net decrease to Appropriations		500.00	.00
JE # BR25-00091 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget updates for estimated actuals			
01-0000-0-1110-1000-3601-600-0100	Benefits - Wcom, Instruction, Regular Educati, Elem Ed		467.00
01-0000-0-0000-7150-3601-600-7150	Benefits - Wcom, Superintendent, Undistributed, District Admin		200.00
Net decrease to Appropriations		667.00	.00
JE # BR25-00092 JE Trans Date 04/21/2025 JE Posted 04/21/2025 Comment Budget updates			
01-0000-0-1110-1000-3602-600-1000	Benefits - Wcom, Instruction, Regular Educati, Supp/Consent		667.00
01-0000-0-0000-7110-3602-600-7110	Benefits - Wcom, Board, Undistributed, Board		5.00
Net increase to Appropriations		.00	672.00

Selection

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Post Date = 4/1/2025, Ending Post Date = 4/30/2025, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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046 - Kashia

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Transfer of Budget Appropriations

Fiscal Year 2025

Account	Description	From	To
Org 046 Net Increase in Estimated Fund Balance	97,703.00		
		Total for Org 046	27,991.00
			Net decrease to Appropriations

Checks Dated 04/01/2025 through 04/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
2088199	04/02/2025	Adriana Ruiz	01-5201		22.15
2088200	04/02/2025	Amerigas	01-5510		293.66
2088201	04/02/2025	Frances Johnson	01-4390		162.39
2088202	04/02/2025	Michele Taylor-Jones	01-5201		22.12
2088203	04/02/2025	Gene Parrish	01-5200		377.00
2088204	04/02/2025	Gene Parrish	01-5201		137.20
2088205	04/02/2025	Ricky Lynn Parrish	01-5800		250.00
2088923	04/04/2025	Janet VanWinkle	01-5807		2,275.00
2088924	04/04/2025	Mary Allen	01-5800		2,680.00
2089460	04/09/2025	Gene Parrish	01-5201		221.20
2089461	04/09/2025	Gene Parrish	01-5200		501.33
2090855	04/16/2025	NSCAPCD	01-5590		75.00
2090856	04/16/2025	Andrea Stubbs	01-4350	88.19	
			01-5825	757.66	
			01-5950	31.40	877.25
2090857	04/16/2025	Gualala Supermarket	01-4700		214.49
2090858	04/16/2025	Healdsburg Lumber Co	01-4380		1.00
2090859	04/16/2025	O'Neil's Septic Service	01-5630		2,000.00
2090860	04/16/2025	Gene Parrish	01-5200		507.78
2090861	04/16/2025	Gene Parrish	01-5201		221.20
2090862	04/16/2025	Presence Learning, Inc.	01-5807		2,049.30
2090863	04/16/2025	Recology Sonoma Marin	01-5560		231.48
2090864	04/16/2025	Ryland Strategic Business Consulting	01-5831		4,500.00
2090865	04/16/2025	Terminix	01-5800		284.00
2092136	04/23/2025	Employment Development Dept.	01-9555		30.73
2092137	04/23/2025	Gene Parrish	01-5200		691.34
2092138	04/23/2025	Gene Parrish	01-5201		287.70
2092139	04/23/2025	Tom's Plumbing	01-5630		2,010.00
Total Number of Checks			26		20,923.32

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	26	20,923.32
	Total Number of Checks	26	20,923.32
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		20,923.32

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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April 16, 2025

Glenda Antone, Board President
Frances Johnson, Superintendent
Kashia School District
31510 Skaggs Springs Road
Stewarts Point, CA 95480

Dear Ms. Antone and Ms. Johnson,

In accordance with Education Code Section 42131, a review of Kashia School District's (District) Second Interim Report for Fiscal Year 2024-25 has been completed by the Sonoma County Office of Education (County). The District self-certified its 2024-25 Second Interim Report as Positive. After a review of the financial data provided by the District, it appears that the District will meet its financial obligations for the current year and the two subsequent years. Therefore, the County concurs with the District's positive certification.

State Budget

On January 10, 2025, Governor Gavin Newsom released the proposed State Budget for the 2025-26 fiscal year, emphasizing a balanced financial plan and reinforcing commitments to key education initiatives, such as the Expanded Learning Opportunities Program and Universal Transitional Kindergarten. The budget projects a cost-of-living adjustment (COLA) of 2.43% for 2025-26, a decrease from the 2.93% forecasted in the June 2024 Enacted Budget. Additionally, the proposal includes one-time investments through the Student Support and Professional Development Discretionary Block Grant (SSPD) and aims to restore the Learning Recovery Emergency Block Grant, which was reduced in the 2023 Budget Act.

Since the proposal's publication, unforeseen events such as the recent wildfires in Los Angeles have introduced uncertainty into the state's budget planning. Tax filing extensions have been implemented for affected residents. Past delays in tax collections due to natural disasters have resulted in significant budget deficits, underscoring the challenges in producing accurate fiscal forecasts under such circumstances.

Given these evolving economic conditions, state revenues will be closely monitored in the months leading up to enacting the 2025-26 State Budget. Anticipating potential changes, each local education agency (LEA) should remain cautious, avoid structural deficit spending, maintain adequate reserves, and engage in long-term financial planning to ensure fiscal stability.

Second Interim and Multi-Year Projection (MYP)

The District's Second Interim Report MYP projects unrestricted deficit spending of -\$53,883, -\$43,007, and -\$60,676 in 2024-25, 2025-26, and 2026-27, with the State minimum reserve for economic

uncertainty of \$87,000 met in all years. Deficit spending is of concern to the county, and the elimination of structural deficit spending is critical to maintaining required reserve levels. Therefore, we urge the District to review and monitor revenues and expenditures, embrace best practices, and budget to live within its means.

During fiscal year 2021-22, the District experienced a decline in enrollment compared to the prior year, resulting in a total enrollment of 9 students on CBEDS day. This decline in enrollment corresponded to a decrease in Average Daily Attendance (ADA) reported for the fiscal year. Since then, enrollment has remained relatively stable at 9 students, with ADA averaging approximately 7 students.

According to the 2024-25 Second Interim Report, enrollment has decreased by 1 student, bringing the current enrollment to 8 students. Projections indicate a further decline to 6 students in fiscal years 2025-26 and 2026-27. At P-2, attendance reporting (attendance through April 15th), ADA for the current year is 6.45, reflecting an attendance rate of approximately 86%.

Under Education Code 35780, a school district must maintain at least 6 ADA in grades 1 through 8 to avoid automatic lapsation. Based on the Second Interim projections, the District is at risk of lapsation beginning in fiscal year 2025-26, with projected enrollment of 6 students and ADA of 5.13.

Please continue to monitor enrollment and ADA closely to address and mitigate the risk of lapsation.

Summary

Our Office appreciates the preparation and timely submittal of your Second Interim report. A technical review will be communicated to the business office. **Please see the attached for standard reminders.** If you have any questions, please feel free to call me at (707) 524-2635.

Sincerely,



Sarah Lampenfeld
Assistant Superintendent, Business Services

Cc:

Andi Stubbs, Ryland Consultants

Amie R. Carter, Ed.D., County Superintendent of Schools

Cindy Gordon, SCOE District Fiscal Management Advisor



Public comment at board meetings: What board members need to know

As made clear by California's Brown Act, public agencies, including school districts and county offices of education, "exist to aid in the conduct of the people's business . . . The people of this State do not yield their sovereignty to the agencies which serve them." (Government Code section 54950.)



Board meetings must provide an opportunity for the public to address the board on items of public interest within the board's jurisdiction. (Government Code section 54954.3.) For any item on the agenda, the public must have the opportunity to address the board prior to or during the board's consideration of the item. At a regular meeting, the public is also permitted to comment on matters not on the agenda.

California law imposes important guidelines on how and when boards can regulate public comment. Boards are tasked with finding a balance between ensuring sufficient time for individual speakers and sufficient time for comment from the entire community present at the meeting, and to complete a meeting with a lengthy agenda within a reasonable period of time. Boards are also tasked with



information, with the ability to remove speakers who disrupt a meeting, if necessary. These laws allow boards to create reasonable limitations on public comment, within the framework of protecting the public's right to participate and allowing the flow of ideas and viewpoints for the board's consideration.

Boards should set procedures for meeting conduct through their board policies, including the procedures for public comment. CSBA's model Board Bylaw 9323 provides an important resource for boards in conducting meetings and regulating public comment.

Boards will often have the board president recognize the speaker and then proceed to comment, ideally as briefly as the subject permits. The board president may rule on the appropriateness of a topic raised by a speaker if the topic would be suitably addressed at a later time, but the board shall not prohibit public criticism of the district or its employees, no matter how harsh. As a California court wrote in finding a school board could not censor particular speech at its board meeting, the board's policy could not impinge "upon the public's First Amendment rights, which rights include the right to be passionate and even uninformed in the expression of one's views." (*Baca v. Moreno Valley USD*, 936 F.Supp.719 (1996).)

Government Code section 54954.3 authorizes boards to set reasonable limits on the total amount of time allocated for public comment on a particular issue and for each individual speaker, and many boards set specific time allowances in their policies. Often, individual speakers will be allowed three minutes to address the board on each agenda or non-agenda item, and the board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the board president may, with board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker.

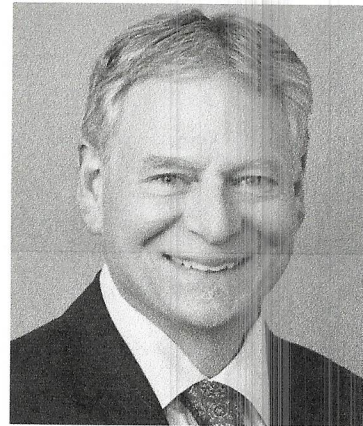


speakers, and for public testimony on a particular topic, is meant to further the law's goal of allowing the public an adequate opportunity to speak to the board. Any adjustments to speaking time must be done equitably so as to allow a diversity of viewpoints, but the board president may ask members of the public with the same viewpoint to select a few individuals to address the board on behalf of that viewpoint. Board members should note as well that under Government Code section 54954.3, in order to ensure that non-English speakers receive the same opportunity to directly address the board, any member of the public who uses a translator shall be provided at least twice the allotted time to address the board, unless simultaneous translation equipment is used to allow the board to hear the translated public testimony.

Please note that the information provided here by CSBA is for informational purposes and is not legal advice. Please contact your legal counsel for questions related to this information.

BACK TO NEWSLETTER

California School Boards Association



BoardWise

BY DEB DUDLEY, LUAN BURMAN RIVERA AND STEVE LADD

BoardWise** is a forum for board members and superintendents across the state to share questions about governance and board-superintendent relations. **Send your questions to boardwise@csba.org.



This year, in addition to our column regulars, Deb Dudley and Luan Burman Rivera, we are welcoming new consultants to the column. This issue introduces Steve Ladd, Ed.D, who has been an educator for over 40 years. He most recently served as the superintendent of Elk Grove Unified School District, the fifth largest school district in California. Steve retired in 2014 and has continued to work in education as a consultant.



Our district has community members who regularly provide public comment. Not all community members are aware of the requirements for public comment and do not realize that board members may not respond to the public comment speakers. This has led to a growing community perception that because our board does not respond, we are unwilling to engage with the community. How can we communicate the requirements for public comment, clarify expectations and engage within the parameters of conducting public comment?

Luan: Great question! School board members are elected to represent their communities and to ensure that the views, wishes and beliefs of the community are represented in their schools. Public comment at board meetings is one way in which the community can express their views directly to the board.

Bylaws provide the structure in which public comment can be conducted. CSBA's **Sample Bylaw BB 9323— *Meeting Conduct*** states, "Members of the public are encouraged to attend board meetings and to address the board concerning any item on the agenda or within the board's jurisdiction." In this way, public comment on agenda items are intended to help inform the board's deliberation.

BB 9323 also allows for community members to bring forth issues **not** listed on the agenda and it states, "The board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law." In this way, public comment on non-agenda items allows constituents to inform the board about items they wish to see addressed by the district.

Public comment is a piece of information along with agenda back-up, staff reports and other background information that should help the board come to the best possible decisions on behalf of the children that they serve.



not aware why board members are unable to engage in a dialogue as mentioned by Luan in CSBA's Sample Bylaw BB 9323. I found that we could help set community expectations by opening public comment with a clear statement such as:

"I would like to open the floor to public comment on any non-agenda items, but first I want to explain to all of you the rules that govern this area of the meeting. The Brown Act open meeting regulations under which we must operate do not allow board members to comment on any items that you may bring up that are not on our current agenda. The reason for this is simple. We want to make sure that anyone who has an opinion on an item knows, via our posted agenda, when we will be discussing it as a board. We are certainly happy that you are here to let us know your concerns, but we have to be sensitive to the fact that other members of our community might also want to comment on an item and it is not fair to them for us to discuss it when they were not aware that it was being discussed tonight. Please know that we are listening to your voices, and we will be happy to keep you posted when the item your speaking about will be on the agenda and discussed."

This simple statement made our audience members feel at ease, and helped them to understand that we were listening.

Steve: When a community member shares an idea or a concern in public comment, this allows the board president, and possibly other members, to check the pulse of a particular issue. Even though board members are unable to respond to the public comment speaker, the governance team can establish a follow-up process that aligns with open meeting regulations and also provides parameters on how follow up can be conducted appropriately.

During the meeting, board members can discuss and determine if there is a wish for follow up to be conducted with the public comment speaker. If that is the case,



superintendent to meet with the speaker. The superintendent has the discretion to choose to personally conduct the follow-up, or to designate a staff person to do this.

It is through this follow-up conversation that an understanding of the speaker's interest is gained and the superintendent is able to provide available information on behalf of the board (i.e. district policies related to the public comment topic). This meeting provides an opportunity for the speaker to be heard and to know that their feedback will be shared with the board. The superintendent then subsequently provides this feedback to the board and all trustees are aware that follow-up was conducted.

When the governance team works together in this way, it acknowledges that public input is valued and heard while staying within the requirements of how to conduct public comment. Being respectful and consistent in the approach taken by the board, with regard to public input, creates a welcoming climate.

BACK TO ISSUE

California School Boards Association

MEETING CONDUCT (continued)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers will be allowed three minutes to address the Board on each agenda item or a total of three minutes for nonagenda item(s). The Board shall limit the total time for public input on each agenda item to 15 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that only additional persons speak only if they have something new to add. Speakers may not allocate their time to other speakers.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
- a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
 - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.
7. The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

MEETING CONDUCT (continued)

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this _____ by and between Marcia I. Lotter ("Contractor") and the Kashia Elementary School District ("KESD").

CONTRACTOR and KESD hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide psychological testing services as-needed during the 2025-26 school year, as authorized by the Superintendent.

2. Contract Documents:

The contract documents consist of the Agreement for Services, the following General Provisions, any attachments, and any required completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Contractor shall be paid by KESD at a rate of \$75.00 per hour, not to exceed \$4,000 during the 2025-26 school year. Payment shall be made by KESD to Contractor for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior month's services. Contractor may submit receipts for supplies (e.g. testing supplies) along with the required form for reimbursement, with prior approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from August 1, 2025 to June 30, 2026, inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

CONTRACTOR:

KESD:

s/ _____

s/ _____

Name/Title

Name/Title

GENERAL PROVISIONS

1. Warranty: Contractor hereby warrants that all its services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable laws, it being understood that acceptance of Contractor's services by KESD shall not operate as a waiver or release.
2. Contractor as Independent Contractor: The parties intend that Contractor, in performing the services herein specified, shall act as an independent Contractor, and shall have control of the services and the manner in which they are performed. Contractor is not to be considered an agent or employee of KESD and is not entitled to participate in any pension plans, insurance, bonuses, or similar benefits, if any, that KESD provides or may provide to its employees.
3. Conflict of Interest: Contractor represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Contractor further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Contractor participates in the planning, development, or negotiation of a contract or other matter for the KESD, Contractor may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
4. Extra (Changed) Work: Only the Executive Director of KESD may authorize extra (and/or changed) work. Other personnel of either KESD or Contractor are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of Contractor to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work.
5. Nondiscrimination: Contractor shall comply with all applicable laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Insurance and License(s): With respect to the performance of services under this Agreement, Contractor shall maintain insurance and/or license(s) as indicated below:
 - (a) Required/ ☒ Not Required: **Worker's compensation insurance** with statutory limits as required by the Labor Code of the State of California or other applicable law.
 - (b) Required/ ☒ Not Required: **Commercial or Comprehensive General Liability insurance** covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent Contractor's liability, and personal injury liability.

(c) Required/ X Not Required: **Automobile liability insurance** covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Required/ X Not Required: **Sexual abuse/molestation insurance** in an amount no less than \$1,000,000 combined single limit for each occurrence.

(e) Each such insurance policy shall include the following:

1. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
2. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to KESD.

(f) Required/ X Not Required: **Professional Liability (Errors and Omissions) Insurance** for all activities arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence.

(g) Required/ X Not Required: **Business and/or Other License(s).** Contractor represents and warrants that each of its personnel performing the services shall at all times during the term of this Agreement have a valid and current driver's license issued by the State of California.

(h) Documentation: The following insurance and license documentation shall be submitted to KESD:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon KESD's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of KESD's request.

7. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills, and payments sent by mail shall be addressed as follows:

CONTRACTOR:

Marcia I. Lotter
47080 Havens Neck Drive
Gualala, CA 95445

KESD:

Kashia Elementary School District
P.O. Box 129
Stewarts Point, CA 95480
707-204-9794
Attention: Andrea Stubbs, CBO

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

8. Termination:

(a) Either party may terminate this Agreement without cause by giving thirty (30) calendar days written notice to the other party. In the event KESD elects to terminate the Agreement without cause, it shall pay Contractor the services satisfactorily rendered to such date at the hourly rate set forth on the first page of this Agreement.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment as provided in the preceding paragraph.

9. COVID Protocols: In performing services under this Agreement, Contractor agrees to strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding COVID, including all Contractor and KESD policies and procedures.

10. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. The KESD further reserves the right to audit Contractor's compliance with the terms of this Agreement.

11. Taxes: Each party agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case either party is audited for

compliance regarding any applicable taxes, the other party agrees to furnish the audited party with proof of payment of, or exemption from, taxes on those earnings.

12. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel. Pending resolution of the dispute, the Contractor shall continue to provide the services required by this Agreement.

13. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.

14. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. Assignment/Delegation: Neither party shall assign, subcontract, or transfer any interest in this Agreement or any duty hereunder without prior written consent of the other.

16. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

17. No Waiver of Breach: The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

18. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

19. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

20. Limitation of Contractor Liability: The financial obligations of either party under this Agreement shall be limited to the payment of the compensation provided in this Agreement. In no event shall the either party be liable, in tort or in contract, for special, consequential, indirect, or incidental damages arising out of the services performed pursuant to this Agreement.

21. Economic Sanctions: As required by Executive Order N-6-22, issued by Governor Gavin Newsom on March 4, 2022 ("EO"), each party certifies compliance with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Each party understands that failure to comply may result in the termination of this Agreement.

22. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so, and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

24. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

None

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this _____ by and between Patricia Capretta ("Contractor") and the Kashia Elementary School District ("KESD").

CONTRACTOR and KESD hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide nursing services as-needed during the 2025-26 school year (hearing/vision screening as required by law and other health-related services as authorized by the Superintendent).

2. Contract Documents:

The contract documents consist of the Agreement for Services, the following General Provisions, any attachments, and any required completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Contractor shall be paid by KESD at a rate of \$52.00 per hour, not to exceed \$3,120 during the 2025-26 school year. Payment shall be made by KESD to Contractor for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior month's services. Contractor may submit receipts for supplies (e.g. medical supplies) along with the required form for reimbursement, with prior approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from August 1, 2025 to June 30, 2026, inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

CONTRACTOR:

KESD:

s/ _____

s/ _____

Name/Title

Name/Title

GENERAL PROVISIONS

1. Warranty: Contractor hereby warrants that all its services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable laws, it being understood that acceptance of Contractor's services by KESD shall not operate as a waiver or release.
2. Contractor as Independent Contractor: The parties intend that Contractor, in performing the services herein specified, shall act as an independent Contractor, and shall have control of the services and the manner in which they are performed. Contractor is not to be considered an agent or employee of KESD and is not entitled to participate in any pension plans, insurance, bonuses, or similar benefits, if any, that KESD provides or may provide to its employees.
3. Conflict of Interest: Contractor represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Contractor further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Contractor participates in the planning, development, or negotiation of a contract or other matter for the KESD, Contractor may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
4. Extra (Changed) Work: Only the Executive Director of KESD may authorize extra (and/or changed) work. Other personnel of either KESD or Contractor are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of Contractor to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work.
5. Nondiscrimination: Contractor shall comply with all applicable laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Insurance and License(s): With respect to the performance of services under this Agreement, Contractor shall maintain insurance and/or license(s) as indicated below:
 - (a) Required/ ☒ Not Required: **Worker's compensation insurance** with statutory limits as required by the Labor Code of the State of California or other applicable law.
 - (b) Required/ ☒ Not Required: **Commercial or Comprehensive General Liability insurance** covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent Contractor's liability, and personal injury liability.

(c) Required/ X Not Required: **Automobile liability insurance** covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Required/ X Not Required: **Sexual abuse/molestation insurance** in an amount no less than \$1,000,000 combined single limit for each occurrence.

(e) Each such insurance policy shall include the following:

1. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
2. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to KESD.

(f) Required/ X Not Required: **Professional Liability (Errors and Omissions) Insurance** for all activities arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence.

(g) Required/ X Not Required: **Business and/or Other License(s).** Contractor represents and warrants that each of its personnel performing the services shall at all times during the term of this Agreement have a valid and current driver's license issued by the State of California.

(h) Documentation: The following insurance and license documentation shall be submitted to KESD:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon KESD's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of KESD's request.

7. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills, and payments sent by mail shall be addressed as follows:

CONTRACTOR:

Patricia Capretta

KESD:

Kashia Elementary School District
P.O. Box 129
Stewarts Point, CA 95480
707-204-9794
Attention: Andrea Stubbs, CBO

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

8. Termination:

(a) Either party may terminate this Agreement without cause by giving thirty (30) calendar days written notice to the other party. In the event KESD elects to terminate the Agreement without cause, it shall pay Contractor the services satisfactorily rendered to such date at the hourly rate set forth on the first page of this Agreement.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment as provided in the preceding paragraph.

9. COVID Protocols: In performing services under this Agreement, Contractor agrees to strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding COVID, including all Contractor and KESD policies and procedures.

10. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. The KESD further reserves the right to audit Contractor's compliance with the terms of this Agreement.

11. Taxes: Each party agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case either party is audited for

compliance regarding any applicable taxes, the other party agrees to furnish the audited party with proof of payment of, or exemption from, taxes on those earnings.

12. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel. Pending resolution of the dispute, the Contractor shall continue to provide the services required by this Agreement.

13. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.

14. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. Assignment/Delegation: Neither party shall assign, subcontract, or transfer any interest in this Agreement or any duty hereunder without prior written consent of the other.

16. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

17. No Waiver of Breach: The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

18. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

19. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

20. Limitation of Contractor Liability: The financial obligations of either party under this Agreement shall be limited to the payment of the compensation provided in this Agreement. In no event shall the either party be liable, in tort or in contract, for special, consequential, indirect, or incidental damages arising out of the services performed pursuant to this Agreement.

21. Economic Sanctions: As required by Executive Order N-6-22, issued by Governor Gavin Newsom on March 4, 2022 ("EO"), each party certifies compliance with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Each party understands that failure to comply may result in the termination of this Agreement.

22. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so, and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

24. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

None

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this _____, by and between the Kashia Band of Pomo Indians of Stewarts Point Rancheria, a federally recognized Indian tribe ("KBPI") and the Kashia Elementary School District ("KESD").

KBPI and KESD hereby agree as follows:

1. Scope of Services:

KBPI agrees to provide weekly food delivery services for the 2025-26 school year of student lunch and breakfast meals as requested by KESD. Meals will be delivered every Tuesday during the 2025-26 school year. Delivery time is estimated at 4.5 hours per day. KBPI will submit monthly timesheets to KESD for deliveries completed.

2. Contract Documents:

The contract documents consist of the Agreement for Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, KBPI shall be paid by KESD at a rate of \$22.00 per hour, in a not-to-exceed amount of \$4,000 except to the extent actual time spent by KBPI personnel performing the services exceeds the estimated time. (Actual estimated cost is 38 days x 4.5 hours per day x \$22.00 per hour = \$3,762.) Payment shall be made by KESD to KBPI for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior months services.

4. Term of Agreement:

The term of this Contract shall be from August 1, 2025 to June 30, 2026, inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

KBPI:

KESD:

s/ _____

s/ _____

Name/Title

Name/Title

GENERAL PROVISIONS

1. Warranty: KBPI hereby warrants that all its services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable laws, it being understood that acceptance of KBPI's services by KESD shall not operate as a waiver or release.
2. KBPI as Independent Contractor: The parties intend that KBPI, in performing the services herein specified, shall act as an independent contractor, and shall have control of the services and the manner in which they are performed. KBPI is not to be considered an agent or employee of KESD and is not entitled to participate in any pension plans, insurance, bonuses, or similar benefits, if any, that KESD provides or may provide to its employees.
3. Conflict of Interest: KBPI represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and KBPI further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If KBPI participates in the planning, development, or negotiation of a contract or other matter for the KESD, KBPI may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
4. Extra (Changed) Work: Only the Executive Director of KESD may authorize extra (and/or changed) work. Other personnel of either KESD or KBPI are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of KBPI to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work.
5. Nondiscrimination: Subject to KBPI's Indian Preference Policy, which is authorized by federal law, KBPI shall comply with all applicable laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Insurance and License(s): With respect to the performance of services under this Agreement, KBPI shall maintain insurance and/or license(s) as indicated below:
 - (a) X *Required/Not Required*: **Worker's compensation insurance** with statutory limits as required by the Labor Code of the State of California or other applicable law.
 - (b) Required/ X *Not Required*: **Commercial or Comprehensive General Liability insurance** covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(c) X *Required/Not Required*: **Automobile liability insurance** covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Required/X *Not Required*: **Sexual abuse/molestation insurance** in an amount no less than \$1,000,000 combined single limit for each occurrence.

(e) Each such insurance policy shall include the following:

1. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
2. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to KESD.

(f) Required/X *Not Required*: **Professional Liability (Errors and Omissions) Insurance** for all activities arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence.

(g) X *Required*: **Business and/or Other License(s)**. KBPI represents and warrants that each of its personnel performing the services shall at all times during the term of this Agreement have a valid and current driver's license issued by the State of California.

(h) Documentation: The following insurance and license documentation shall be submitted to KESD:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon KESD's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of KESD's request.

7. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills, and payments sent by mail shall be addressed as follows:

KBPI:

Kashia Band of Pomo Indians
1420 Guerneville Road, Ste. 1
Santa Rosa, CA 95403
707-591-0580 x110
Attention: Melissa Rogers

KESD:

Kashia Elementary School District
P.O. Box 129
Stewarts Point, CA 95480
707-204-9794
Attention: Andrea Stubbs, CBO

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

8. Termination:

(a) Either party may terminate this Agreement without cause by giving thirty (30) calendar days written notice to the other party. In the event KESD elects to terminate the Agreement without cause, it shall pay KBPI the services satisfactorily rendered to such date at the hourly rate set forth on the first page of this Agreement.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, KBPI shall be entitled to receive payment as provided in the preceding paragraph.

9. COVID Protocols: In performing services under this Agreement, KBPI agrees to strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding COVID, including all KBPI and KESD policies and procedures.

10. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. The KESD further reserves the right to audit KBPI's compliance with the terms of this Agreement.

11. Taxes: Each party agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case either party is audited for

compliance regarding any applicable taxes, the other party agrees to furnish the audited party with proof of payment of, or exemption from, taxes on those earnings.

12. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel. Pending resolution of the dispute, the KBPI shall continue to provide the services required by this Agreement.

13. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.

14. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. Assignment/Delegation: Neither party shall assign, subcontract, or transfer any interest in this Agreement or any duty hereunder without prior written consent of the other.

16. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

17. No Waiver of Breach: The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

18. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable

control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

19. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

20. Limitation of KBPI Liability: The financial obligations of either party under this Agreement shall be limited to the payment of the compensation provided in this Agreement. In no event shall the either party be liable, in tort or in contract, for special, consequential, indirect, or incidental damages arising out of the services performed pursuant to this Agreement.

21. Economic Sanctions: As required by Executive Order N-6-22, issued by Governor Gavin Newsom on March 4, 2022 (“EO”), each party certifies compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Each party understands that failure to comply may result in the termination of this Agreement.

22. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so, and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

24. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

None

Kashia Elementary School

2025-26 CALENDAR

13-Meetings
 14-Mandated Training
 15-Class Prep
 18-First Day of School
 10 School Days

AUGUST 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

13-Storm Day
 16-20-President's
 Week
 14 School Days

1-Labor Day
 2 School Days

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20-Storm Day
 13-Trimester 2
 Ends
 21 School Days

13-Indigenous Peoples'
 Day
 31-Staff Devel.
 21 School Days

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

13-17-Spring
 Break
 17 School Days

11-Veterans Day
 24-28-Thanksgiving Break
 14-Trimester 1 Ends
 14 School Days

November 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
22	24	25	26	27	28	29
30						

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22-Storm Day
 25-Memorial Day
 19 School Days

22-31-Winter Break
 19-Minimum Day
 14.5-School Days

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

12-Last Day of
 School for
 Students/
 Minimum Day
 12-Trimester 3
 Ends
 9.5 School Days

1-2-Holiday Break
 19-Martin Luther King
 Day
 19 School Days

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- Staff Development Days
- Minimum Days
- Storm Days
- Holidays (no school)
- First/Last Day of School
- School for students

Trimester 1 Ends:

Nov 14, 2025

Trimester 2 Ends:

Mar 13, 2026

Trimester 3 Ends:

Jun 13, 2026

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/tf/t13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Kashia Elementary School District	COUNTY CODE: 49	DISTRICT CODE: 70888	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Frances Johnson, Superintendent	FISCAL YEAR: 2024-25		
ADDRESS: P.O. Box 129	COUNTY NAME: Sonoma		
CITY: Stewarts Point	STATE: CA	ZIP CODE: 95480	
CONTACT NAME: Andi Stubbs	TITLE: Business Manager	PHONE: 707-204-9794	E-MAIL: andi@rylandsbc.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input checked="" type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
--	---	--

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in <i>EC</i> Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per <i>EC</i> Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to <i>EC</i> Section 46200, et seq. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of <i>EC</i> Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in <i>EC</i> Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to <i>EC</i> Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

PART I: NATURE OF EMERGENCY (Describe in detail.)

- ☐ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fg/lt/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/lt/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☐ Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.
We, members constituting a majority of the governing board of Kashia Elementary School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Glenda Antone

Coleen McCloud

Charlene Pinola

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 14th day of May, 2025

Witness: Glenda Antone

(Name)

(Signature)

Title: Board President

of Sonoma

County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee):

(Name)

(Signature)

Authorizing LEA Name:

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): Dr. Amie R. Carter

(Name)

(Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____,

Witness: Sarah Lampenfelf

(Name)

(Signature)

Title: Director

of Sonoma

County, California

COE contact/individual responsible for completing this section:

Name: Sarah Lampenfelf

Title: Director, Ext. Fiscal Svcs.

Phone: 7074-524-2635

E-mail: slampenfelf@scoe.org

Certification Form for Independent Study Plan

Local Educational Agency: Kashia Elementary School District	CDS Code: 49-70888
Fiscal Year: 2024-25	County: Sonoma

This form shall accompany Form J-13A submittals beginning with fiscal year 2022 23. Instructions on how to complete this form are provided on page 2.

Independent Study Plan Certification

Pursuant to *Education Code (EC)* Section 46393, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC* Section 41422 (school closure) or *EC* Section 46392 (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

- (1) Independent study is offered to any student impacted by any of the conditions listed in *EC* Section 46392 within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC* Section 56345 and may participate in an independent study program.
- (2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
- (3) Notwithstanding subdivision (c) of *EC* Section 51745 or subparagraph (F) of paragraph (9) of subdivision (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

☐ I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

Name: Frances Johnson	Title: Superintendent
Wet Signature:	Date: 05/14/2025

Kashia Elementary School District

Employee Housing Rental Agreement

This Agreement is made this ____ day of _____, by and between the Kashia Elementary School District, herein called "KESD" and _____, herein called "employee." KESD hereby agrees to rent to the employee the employee house located at **31510 Skaggs Springs Road, CA 95480**, under the following terms and conditions:

1. **TERM:** KESD agrees to lease this dwelling on a month-to-month basis starting on _____. The agreement automatically terminates on the last day of the employee's last month of work for the district.
2. **OCCUPANTS:** The two-bedroom house may be occupied by one district employee (and his or her family if applicable), or two single district employees. In the event that two district employees share occupancy, bedroom assignments shall be determined by mutual agreement between the employees and KESD.
3. **RENT:** The employee agrees to pay KESD the sum of **\$1,200** per month for use of the entire house, due and payable monthly on the 1st day of each month during the term of this agreement. In the event that two district employees rent the house, the monthly rent shall be divided as follows: **\$700** for the employee renting the master bedroom/bathroom, and **\$500** for the employee renting the smaller bedroom (with access to the hallway bathroom). The first month's rent is required to be submitted on or before move-in. Rent shall be pro-rated for occupancy of less than a month, e.g. a mid-month move-in. Rent is inclusive of all utilities (gas, electricity, water, waste disposal, internet). The employee is responsible for providing their own cell phone service.
4. **FORM OF PAYMENT:** The rent shall be automatically deducted from the employee's regular paycheck each month.
5. **SECURITY DEPOSIT:** Employee hereby agrees to pay a security deposit of \$1,200 to be refunded upon vacating, returning keys to KESD, and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by KESD until at least ten (10) working days after the employee has vacated the property. At that time, KESD will inspect the premises thoroughly and assess any damages or needed



repairs. The deposit money minus any necessary charges for repairs, cleaning, etc. will be returned to the employee with a written explanation of deductions within 30 days after he or she has vacated the property. The deposit will be pro-rated if two employees rent the house, with a deposit of \$700 provided by the employee renting the master bedroom/bathroom, and \$500 provided by the employee renting the smaller bedroom.

6. **CLEANING FEE:** Employee hereby agrees to accept the property in its present state of cleanliness. Employee agrees to return the property in the same condition or pay a \$200 minimum cleaning fee if KESD has to have the property professionally cleaned.
7. **BUILDING REPAIRS:** KESD is responsible for all building maintenance and repairs. Employee agrees to notify KESD immediately of roof leaks, water spots on the ceiling, termite/pest activity, and other building problems.
8. **PETS:** Pets are allowed on the premises only by obtaining written permission first from KESD. "Pets" does not include animals trained to serve the disabled, such as seeing-eye dogs, hearing dogs, or service dogs.
9. **SMOKING:** Smoking is not allowed in the property.
10. **FULL DISCLOSURE:** The employee signing this Rental Agreement hereby states that all questions about this Rental Agreement have been answered, that they fully understand all provisions of the agreement and the obligations and responsibilities of each party as spelled out herein.

Accepted this _____ day of _____, 20____.

Employee

Date

Superintendent, KESD

Date