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, February 12, 2025 4:00 p.m. Kashia School District

1.	Call -	to Order Board and Staff/Establishment of Quorun	Start 4:20	End
	Cole	enda Antone X Frances Johnson Z leen McCloud X arlene Pinola X	<u>X</u>	
2. Ag	App genda	proval of Agenda: Motion by Trustee McCloud, second a was approved unanimously.	ond by Trustee	Antone.
3.	Pub	olic Comment on Closed Session Items		
	3.1:	No comment on Closed Session Items.		
4.	Clos	sed Session started at 4:23 p.m.		
	4.1 Appe	Personnel (Government Code 54957(b): Public E pointment/Employment/Performance/Discipline/D	mployee ismissal – Dise	cussion
5.	Rec	convene to Open Session: Open session reconvened	at 5:17 p.m.	
	5.1	Report of Actions Taken in Closed Session (if any)		
		Deirdre Wilder's letter was given to the Board for No action was taken during Closed Session. Motio Session: Trustee McCloud. Second: Trustee Pinol	on to go into O	pen
6.	Publ	olic Comment on Open Session Items (Limit 5 minut	es)	
	6.1	No public comment on Open Session Items not on	the agenda.	
7.	Cons	sent Agenda		

Approval of the Minutes from the January 8, 2025 Regular Board Meeting

7.1



- 7.2 Approval of Routine Budget Updates for the period of January 1, 2025 January 25, 2025 (the report provided during the March 5, 2025 Board meeting will include Jan. 26-Jan. 31, 2025)
- 7.3 Ratification of Accounts Payable Warrant Registers for the period of January 1, 2025 January 31, 2025 (the report provided during the March 5, 2025 Board meeting will include Jan. 26-Jan. 31, 2025)

Motion to approve by Trustee Antone, second by Trustee McCloud. Consent Agenda was approved unanimously.

8. Reports and Communications

8.1 Governing Board Members

Trustee Pinola wanted to know if there was an interest in some donated seeds for the garden. Trustee Coleen suggested donating pumpkin seeds in particular so that students can have their own pumpkins in the fall.

8.2 Superintendent

Deirdre Wilder wrote a letter regarding some concerns. The letter was presented to the Board during closed session. Supt. Johnson will report out on any Board decisions during the March 5, 2025 Board meeting. Supt. Johnson also attended a conference put on by the Sonoma County Office of Education that was very informative, and she stated that she has been looking closely at student data this year.

8.2.1 Communications: 2024-25 First Interim Report Approval Letter, Sonoma County Office of Education

The Board reviewed the SCOE letter regarding the 1st Interim Report.

8.3 PTO

PTO meeting was held on Feb. 12, 2025. There will be a Valentine's party on Friday, Feb. 14, 2025 with cookies and cards. Ms. Wilder requested that Messiah's birthday party be celebrated on the same day; it will be, and she will bring other food items, e.g. chicken nuggets and bagel bites. President McCloud asked about the van that the district was going to purchase as there is a desire to go on local field trips, such as the Pt. Arena Lighthouse tour, the Gualala Art Show, a harbor in Ft. Bragg, etc. Suggestion for the end-of-year field trip would be the Hall of Sciences in San Francisco, 6 Flags, the Geisers and the Petrified Forrest.

8.4 Staff No staff report provided.

9. Items Scheduled for Information and Discussion

9.1 Review of Information Related to Governance and the Brown Act

This item was presented for information and discussion only. Public comment was made suggesting that the agenda also be posted at the Community Center for public access. Staff remarked that the agenda is posted at the Post Office and District Office, and on the website within the 72-hour requirement and agreed that posting it at the Community Center again would be a good idea and support public access.

10. Items Scheduled for Discussion and Action

10.1 Review and Consideration of Approval, Substitute Daily Rate

Motion to approve by Trustee Antone, second by Trustee McCloud. Increase to the substitute daily rate and half-day rate was approved unanimously, as presented.

10.2 Review/Consideration of Approval, 2024-25 LCAP Mid-Year Report

Trustee McCloud asked about the Board Policies which were Motion to approve by Trustee Antone, second by Trustee Pinola. The 2024-25 LCAP Mid-Year Report was approved unanimously, as presented.

10.3 Review/Consideration of Approval, Certification of Corrective Action, Audit for Fiscal Year 2024

Motion to approve by Trustee McCloud, second by Trustee Antone. The Certification of Corrective Action and related forms were approved unanimously, as presented.

11. Items Scheduled for Future Board Meetings

- 11.1 Second Interim Report
- 11.2 2025-26 Original Budget Public Hearing
- 11.3 2025-26 Original Budget Adoption

12. Adjournment

Next Board Meeting: Wednesday, March 5, 2025, 4:00 p.m.

Ledger06a

Transfer of Budget Appropriations

046 - Kashia

Generated for Andi Stubbs (ASTUBBS46), Feb 25 2025 8:49AM

Transfer of Budget Appropriations

00.	4,664.00 .00
	4,664.00
2,324.00	00.
1,162.00	
25,310.00	4,000.00
4,000.00	
8,500.00	4,000.00
975.00	
11,835.00	
00.	1,500.00
	1,500.00
180.00	00.
180.00	
7,500.00	00.
7,214.00	
00'	14,428.00
To	From
Fiscal Year 2025	Fis

Ledger06a

Transfer of Budget Appropriations

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Post Date = 1/26/2025, Ending Post Date = 2/25/2025, Unposted JE\$? = N, End Bud Bal? = 0, JE# Page Break? = N, Description? = A, Recap? = N)

S ERP for California
Page 3 of 4 Generated for Andi Stubbs (ASTUBBS46), Feb 25 2025 8:49AM

Transfer of Budget Appropriations

Net increase to Appropriations	Net increase		Balance 17,632.00-	Org 046 Net <decrease> in Estimated Fund Balance</decrease>	Org 046 Net <decrea< th=""></decrea<>
223,062.00	150,528.00	Total for Org 046			
00.	106.00	Net decrease to Appropriations			
	106.00	lar Educati,EPA DR	Teachers' Salar, Instruction, Regular Educati, EPA		01-1400-0-1110-1000-1100-600-1400
		Comment 2nd Interim Updates	11/2025 JE Posted 02/11/2025	JE Trans Date 02/11/2025	JE # BR25-00067
57,374.00	00.	Net increase to Appropriations			
57,374.00			Trans Of Apport, Special Educati		01-6500-0-5001-0000-8792-000-6500
		Comment Rev AP for SELPA offset	11/2025 JE Posted 02/11/2025	JE Trans Date 02/11/2025	JE # BR25-00066
00.	1,610.00	Net decrease to Appropriations			
	106.00		EPA,EPA		01-1400-0-0000-0000-8012-000-1400
	1 504 00	Comment 2nd Interim updtaes	11/2025 JE Posted 02/11/2025 Revenue Limit S.Unrestricted/no	JE Trans Date 02/11/2025	JE # BR25-00065 01-0000-0-0000-0000-8011-000-0000
60,228.00	00.	Net increase to Appropriations			
То	From	Description	Õ		Account
Fiscal Year 2025				25	Effective 01/30/2025 through 02/11/2025

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Post Date = 1/26/2025, Ending Post Date = 2/25/2025, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N) Selection

S ERP for California Page 4 of 4



Check Number	Check Date	Pay to the Order of	F	und-Object	Expensed Amount	Check Amount
2076685	01/29/2025	Amerigas		01-5510		317.24
2076686	01/29/2025	Amerigas		01-5510		317.24
2076687	01/29/2025	Gavin Antone		Cancelled		400.00
	Cancelled on 0	2/24/2025				400.00
2076688	01/29/2025	Gene Parrish		01-5200		319.90
2076689	01/29/2025	Gene Parrish		01-5201		128.10
2077521	02/05/2025	Amerigas		01-5510		2,921.69
2077522	02/05/2025	Mary Allen		01-5800		3,120.00
2077523	02/05/2025	Gene Parrish		01-5200		534.94
2077524	02/05/2025	Gene Parrish		01-5201		234.50
2080203	02/19/2025	Amerigas		01-5510		201.88
2080204	02/19/2025	Andrea Stubbs		01-4310	117.29	201.00
				01-4350	220.47	337.76
2080205	02/19/2025	Frontier Communications		01-5911		1,001.61
2080206	02/19/2025	Gualala Building Supply		01-4380		31.46
2080207	02/19/2025	Gualala Supermarket		01-4700		70.64
2080208	02/19/2025	Janet VanWinkle		01-5800		2,065.00
2080209	02/19/2025	Frances Johnson		01-4310	52.49	-,
				01-4380	32.40	
				01-5201	91.00	
				01-5202	172.84	348.73
2080210	02/19/2025	Pacific Gas & Electric		01-5520		194.29
2080211	02/19/2025	Gene Parrish		01-5200		639.80
2080212	02/19/2025	Gene Parrish		01-5201		280.70
2080213	02/19/2025	Presence Learning, Inc.		01-5807		1,639.44
2080214	02/19/2025	Recology Sonoma Marin		01-5560		231.58
080215	02/19/2025	Ryland Strategic Business Consulting		01-5831		4,500.00
080216	02/19/2025	Terminix		01-5800		142.00
2080833	02/21/2025	Kashia Band of Pomo Indians		01-4700		2,238.50
			Total Number of Checks	24		22,217.00

	Count	Amount
Cancel	1	400.00
Net Issue	-	21,817.00

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	23	21,817.00
	Total Number of Checks	23	21,817.00
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		21,817.00

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.

P ERP for California





What it takes to lead

The role and function of California's boards of education

This guide by the California School Boards Association (CSBA) provides answers to frequently asked questions about board of education service. In particular, it may assist those:

- seeking a better understanding of board members' responsibilities,
- seeking a better understanding of how public schools are overseen by school boards acting on behalf of the public;
- considering whom to encourage to run for the board of education; or
- considering whether to run for the board of education themselves.

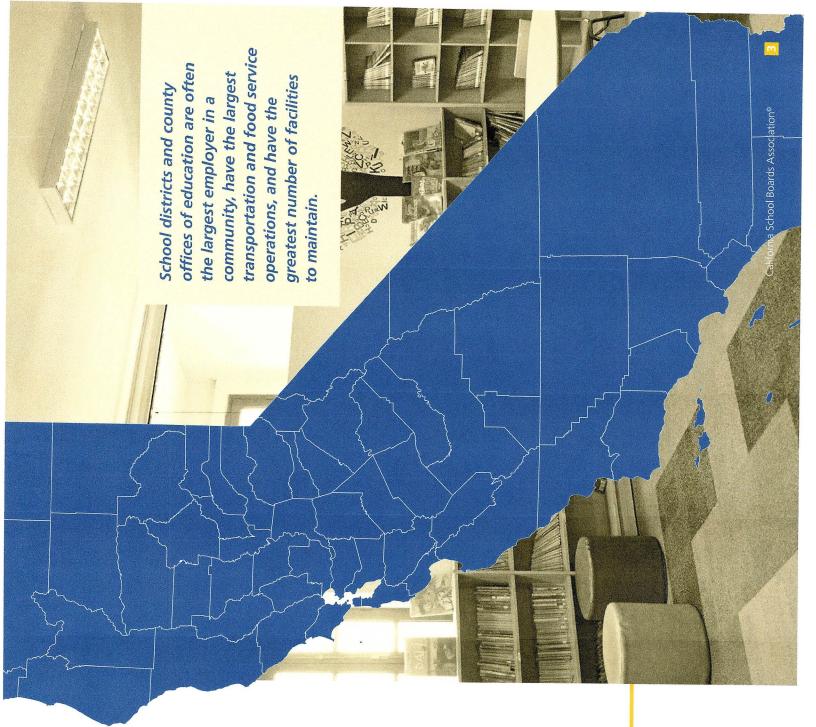




What's unique about California's schools?

In California, public schools serve nearly many other states. Over 5,000 board of es of education in our state. California 6 million students — a collective student body larger than the total population of education members govern the nearly 1,000 school districts and county officschool districts vary widely, from isolated rural districts with fewer than 20 students to the largest urban district with more mentary districts with grades transitional kindergarten (TK) through 6 or 8, high school districts with grades 9 through 12 than 500,000 students. There are eleall overseen by local boards of education. and unified districts with grades TK-12 -

The school districts and county offices of education for which board members enterprises. Often, they are the largest ations, and have the greatest number of are responsible are multi-million dollar employer in a community, have the largest transportation and food service operfacilities to maintain.





3 Providing support

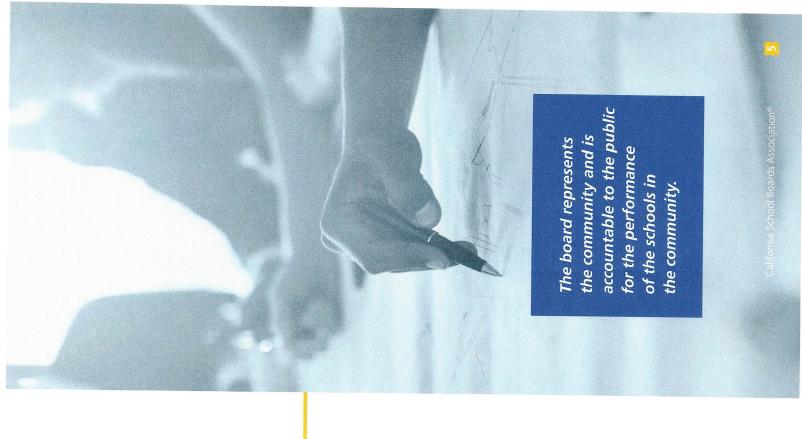
Through its behavior and actions, the board has a responsibility to support the superintendent and staff as they implement the established mission, vision and goals. This involves:

- · acting with a professional demeanor that models the district's/COE's beliefs and vision;
- · following district/COE bylaws and policies the board has approved;
- ensuring a positive personnel climate exists; * and
- being knowledgeable enough about district/COE efforts to explain them to the public.

Ensuring accountability to the public

The board represents the community and is accountable to the public for the performance of the schools in the community. The governing board establishes systems and processes to monitor results, evaluates the school system's progress toward accomplishing its objectives and communicates that progress to the local community. In order to ensure personnel, program and fiscal accountability, the board is responsible for:

- evaluating the superintendent and setting policy for the evaluation of other personnel;*
- monitoring, reviewing and revising bylaws and board policies;
- serving as a judicial and appeals body when applicable;
- monitoring student achievement and program effectiveness and requiring program changes as indicated;
- monitoring and approving revisions to the adopted budget;
- exercising fiscal responsibility to ensure the long-term sustainability of public schools;
- monitoring the collective bargaining process;* and
- evaluating its own effectiveness through board self-evaluation.

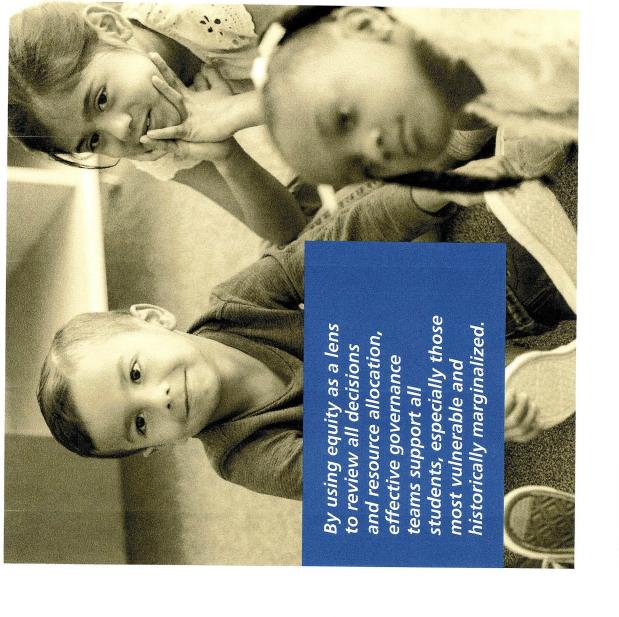


understands that authority rests with the board as a whole and not with individuals. Furthermore, working with the superintendent as a "governance team," the board must have a unity of purpose and must:

- keep the district/COE focused on learning and achievement for all students;
- communicate a common vision;
- operate openly, with trust and integrity;
- govern in a dignified and professional manner, treating everyone with civility and respect;
- govern within board-adopted bylaws, policies and procedures;
- take collective responsibility for the board's performance;
- periodically evaluate its own effectiveness; and
- ensure opportunities for the diverse range of views in the community to inform board deliberations.

In line with CSBA's Equity Statement, an effective board member works collaboratively to ensure an effective governance team that focuses on supporting the needs of the whole child, civic engagement with the community and academic achievement for all students. By using equity as a lens to review all decisions and resource allocation, effective governance teams support all students, especially those most vulnerable and historically their needs and being purposeful about how all decisions limit marginalized. This means using resources for students based on or expand access to opportunities and supports.

It is vitally important that voters carefully choose the citizens to their tax dollars. It is equally important that board of education candidates understand the depth of commitment required to oversee their schools to whom they entrust their children and effectively fulfill the school board role.



School districts and COEs are governed by boards, not by individual trustees. Understanding the collective decision-making process is an important step in becoming an effective board member.

While boards may consist of three, five California school boards are composed or seven members, the majority of

school board terms? How long are

School board members serve for terms of four years. Terms are usually staggered so there will be openings every two years.

length of term school board members serve

When are elections held?

best way to find out the date of the next election is to call the office of the superelections in even-numbered years. The intendent of the local school district or in conjunction with November general Most school board elections are held county office of education.

members elected? How are board

Board members are elected in one of three ways:

At large:

 Board members can live anywhere in the district and are elected by all the voters in the district.

By trustee area:

 Board members have specific geographic trustee areas in which they must live and are elected only by the residents of that area. It is important to note that all county board members are elected by trustee area.

From trustee area:

Board members must live in particular geographic areas but are elected "at large" by all the voters in the district.

of five members.

Newly elected school board member resources

CSBA offers a variety of resources and training specific to the needs of school board members

Professional development

csba.org/TrainingAndEvents/GovernanceBasics

Orientation for New Trustees at the Annual Education Conference – This one-day, preconference orientation for new trustees prepares new board members for their first 100 days of service.

Institute for New and First-Term Board MembersThis innovative two-day seminar is one of the best opportunities for newly elected and first-term trustees to learn about their unique role and responsibilities.

Ethics Assembly Bill 2158 training This training provides a comprehensive overview of the conflict-of-interest laws applicable to school board members and fulfills the new requirement for trustees to complete an ethics training every two years.

Visit **csba.org/TrainingAndEvents** for a full list of all CSBA trainings.

Publications

Call to Order: A Blueprint for Great Board Meetings — This comprehensive resource includes content regarding the structure and leadership for board meetings as well as parliamentary procedure.

The Brown Act: School Boards and Open Meeting Laws — This guide to the Brown Act is a must-have for any board member.

The School Board Role in Creating the Conditions for Student Achievement: A Review of the Research — This report synthesizes district improvement research and demonstrates how school boards can impact student outcomes: bit.ly/3LMseeQ Filling a Board Vacancy — This guide provides information for filling school board vacancies that may occur for numerous reasons: bit.ly/46qVAJm.

CSBA's Professional Governance Standards detail the cornerstones of school board responsibilities and can be found **csba.org/PGS**.

CSBA's GAMUT: CSBA provides sample bylaws and board policies to subscribers. Many of the sample board policies and bylaws provide information on the purpose and responsibilities of school boards. For more information visit csba.org/gamut.

CSBA has developed a New Member Toolkit, with extensive resources available online at **bit.ly/3WG2mrw**.



AGREEMENT OF THE PARTICIPATING SCHOOL DISTRICTS IN SONOMA COUNTY REGARDING INTERDISTRICT ATTENDANCE AGREEMENTS

(Education Code Sections 46600 et seq.)

This Agreement is made and entered into by and between the undersigned school districts and shall be effective July 1, 2025. The parties agree as follows:

- 1. Education Code 46600(a) provides that "[t]he governing boards of two or more school districts may enter into an agreement for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the districts."
- 2. Education Code 46600(a) further provides that "[t]he agreement shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied."
- 3. The undersigned school districts seek to serve the students in their districts in an efficient and collaborative manner.
- 4. Subject to Education Code, the parties agree that the respective policies of the district of residence and district of attendance shall control approval, denial, and revocation of interdistrict attendance permits. The parties acknowledge that these board policies and administrative regulations may be amended during the duration of this Agreement.
- 5. Each of the undersigned school districts shall continue to exercise its full authority to accept and reject interdistrict transfer applications as permitted by law.
- 6. This Agreement shall govern all existing interdistrict transfer permits and any applications for interdistrict transfer permits submitted for the 2025-26 school year and thereafter.
- 7. This Agreement shall continue for a five-year term. Each year, the parties will review this Agreement for purposes of extending the term for an additional year.
- 8. In the event a school district has converted some of its school program to a charter school, this Agreement shall not apply to the charter school grade level(s). Such a school district must specify in their records whether a student is enrolling in the charter school program or the regular school program, and must secure interdistrict attendance permits for students enrolling in the regular school program.
- 9. Any of the undersigned school districts may terminate its obligations under this Agreement upon giving ninety (90) days prior written notice to the other parties to this Agreement.
 - 10. This Agreement shall supersede all prior interdistrict attendance agreements between the parties.

Sonoma County School Districts Interdistrict Attendance Agreement 2025-26 to 2029-30



<u>District</u>	Board President	<u>Signature</u>	Date of Governing Board Approval
Alexander Valley Unio	n		
Bellevue Union	3		
Bennett Valley			
Union Cinnabar			
Cloverdale Unified			
Cotati-Rohnert Park Unified			
Dunham			
Forestville Union			
Fort Ross			
Geyserville Unified			
Gravenstein Union			
Guerneville			
Harmony Union			
Healdsburg Unified			
Horicon			
Kashia			
Kenwood			
Liberty			
Mark West Union			
Monte Rio Union			

Sonoma County School Districts Interdistrict Attendance Agreement 2025-26 to 2029-30



Montgomery		
Oak Grove Union		
Old Adobe Union		
Petaluma City		
Petaluma Joint Union High		
Piner-Olivet Union		
Rincon Valley Union		
Roseland		
Santa Rosa City		
Santa Rosa City High	 	
Sebastopol Union		
Sonoma Valley Unified		
Twin Hills Union		-
Two Rock Union		
Waugh		
West Side Union		
West Sonoma County Union High		
Wilmar Union		
Windsor Unified		
Wright		

Sonoma County School Districts Interdistrict Attendance Agreement 2025-26 to 2029-30





Fwd: Multi-District 5-Year Interdistrict Attendance Agreement

From Frances Johnson <frances@kashiaesd.org>

Date Wed 2025-02-05 8:38 AM

To Andi Stubbs <andi@rylandsbc.com>

1 attachment (62 KB)

Multi-District Interdistrict Attendance Agreement (2025-2030)_Final.pdf;

FYI

----- Forwarded message -----

From: **Lacey Goff** < <u>lgoff@scoe.org</u> > Date: Wed, Feb 5, 2025 at 8:35 AM

Subject: Multi-District 5-Year Interdistrict Attendance Agreement

To: Sonoma County Superintendents < soco-sup@scoe.org >, districtsecretaries

<<u>districtsecretaries@scoe.org</u>>

Good morning,

Education Code provides that "the governing boards of two or more school district may enter into an agreement for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the district."

The current agreement is set to expire at the end of this school year. Attached, you will find the new agreement which will be effective July 1, 2025 through the 2029-2030 school year. The agreement requires board approval. Should your district wish to enter the agreement, please return the attached document, signed and dated by your board president, prior to the expiration of the current agreement.

Please don't hesitate to reach out with any questions.

Thank you,

Lacey Goff
Administrative Operations
Specialist
Superintendent's Office
5340 Skylane Blvd.
Santa Rosa, CA 95403
Direct: 707-524-2605

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2024–25

Name: Kashia Elementary CDS Code: 4970888-0000000 Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Kashia Elementary School District is a small necessary school serving 8 students in grades K-8. Due its small size, the district is not required to submit a waiver request to use the funds for non-personnel expenditures. The district did not spend the funds in 2023-24 but anticipates it will in 2024-25, on music and art supplies/equipment to supplement the current program.

2. Number of full-time equivalent teachers (certificated).	0.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	0
6. Number of school sites providing arts education.	0

o. Number of school sites providing arts education.

Date of Approval by Governing Board/Body

3/5/2025 12:00:00 AM

Annual Report Data URL https://www.kashiaesd.org

Submission Date

2/21/2025 12:42:06 PM

Printed: 02/21/2025, 12:42:15





SCHOOL & COLLEGE LEGAL SERVICES

OF CALIFORNIA

A Joint Powers Authority serving school and college districts throughout the state.

5350 Skylane Boulevard Santa Rosa, CA 95403

Tel: (707) 524-2690 Fax: (707) 578-0517 santarosa@sclscal.org www.sclscal.org

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Steven P. Reiner
Debra I. Sanders
Kaitlyn Schwendeman
Loren W. Soukup
Frank E. Zotter

Of Counsel Nicollette M. Alvarado Robert J. Henry Laura J. O'Neill July 1, 2024

Subject:

Email frances@kashiaesd.org

Frances Johnson, Superintendent Kashia School District 3150 Skaggs Springs Road Stewarts Point, CA, 95480

> KASHIA SCHOOL DISTRICT RETAINER AGREEMENT RENEWAL

Dear Frances Johnson,

Enclosed please find an updated Agreement with School and College Legal Services of California ("SCLS") for your consideration. We appreciate the opportunity to partner with you in service of your students.

SCLS is a public agency established pursuant to a joint powers authority agreement. We have been providing excellent legal service to public education agencies for more than 40 years. Like our clients, we are a not-for-profit public agency governed by a board of directors. Our Board consists of nine local education agency clients and they set our rates at the lowest possible level to ensure that your resources remain in the classroom.

This year, the SCLS Board is especially mindful of the budget deficit that many of our clients are facing. In light of the fiscal challenges that local education agencies are experiencing across the State, the Board has approved only a minimal \$5.00 increase to the rates for Senior Counsel. I am pleased to share that all other hourly rates will remain unchanged and, with a retainer in place, your agency will not pay any administrative fees.

I also wanted to take this opportunity to announce that effective July 1, 2024, the Humboldt County Superintendent of Schools has agreed to serve as our authorizing agency. This change allows us to further reduce our operating costs and continue providing the most cost-effective services to our clients. We will remain co-located on SCOE's Santa Rosa Skyline campus and appreciate Sonoma County Office of Education's continued support.

We look forward to working with you and I welcome any questions or feedback that you may have.

Sincerely,

Danielle M. Houck, General Counsel

Samielle Hanch

School & College Legal Services of California





AGREEMENT FOR LEGAL SERVICES BETWEEN KASHIA SCHOOL DISTRICT AND SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

This Agreement is by and between KASHIA SCHOOL DISTRICT (hereinafter referred to as "Client") and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA, a legal service program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 *et seq.*, (hereinafter referred to as "Counsel") (each a "Party" and collectively "Parties"). In consideration of the promises and mutual agreements hereinafter contained, Client and Counsel, agree as follows:

1. <u>Term & Scope of Services.</u> Client hires Counsel to provide legal and labor relations services and act as its legal representative from July 1, 2024, through June 30, 2028, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of the Board action approving this Agreement are hereby ratified by said Board approval.

Counsel agrees to provide legal services to Client on an as-requested basis and with respect to matters Client refers to Counsel. Counsel shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Counsel cannot guarantee any particular results, including the costs and expenses of representation. As required by the California Business & Professions Code, Counsel hereby confirms to Client that it maintains errors and omissions insurance coverage applicable to the professional services to be rendered under this Agreement.

Counsel shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards. In the event Counsel becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Counsel, Counsel will comply with applicable laws and rules of professional conduct.

- 2. <u>Client Duties</u>. Client agrees to be truthful and forthcoming with Counsel, to cooperate with Counsel in protecting Client's interests, and to keep Counsel fully informed of developments material to Counsel's representation of Client. Client agrees to abide by this Agreement and to pay Counsel's bills in a timely manner. Client will assist Counsel in providing information and documents necessary for Counsel's representation of Client.
- 3. <u>Retainer Deposit</u>. Client agrees to pay Counsel a Retainer Fee Deposit at the time Counsel is hired, which money is to be held in trust in accordance with the Rule 1.15 (Safekeeping Funds and Property of Clients and Other Persons) of the



California Rules of Professional Conduct and the requirements set forth in the California Business & Professions Code sections section 6091.2, 6211, 6212 and 6213 ("Trust Account").

cheff agrees to deposit a Retainer Fee of 5	Client agrees	to deposit a Retainer Fee of	\$	\$5,000.00
---	---------------	------------------------------	----	------------

Counsel will charge all costs, expenses, and fees for legal services performed under this Agreement during each monthly billing cycle against the Retainer Fee Deposit and Client hereby authorizes Counsel to withdraw sums from the Trust Account to pay said costs, expenses, and fees. The Retainer Fee Deposit is fully refundable. In the event Client terminates this Agreement, any money not used for costs, expenses, and fees for legal services will be refunded to Client.

4. <u>Fees and Billing Practices</u>. Client shall compensate Counsel for all time spent on Client's matter(s) at the rates specified in the attached Fee Schedule. Actual travel time and time spent attending in-person or remote meetings is charged in accordance with the Fee Schedule. The rates on the Fee Schedule are subject to change with 30 days' written notice to Client.

Counsel shall bill time in an initial minimum increment of two-tenths (0.2) of an hour (i.e., 12-minute minimum) for the first substantive communication to Client of any day and one-tenth (0.1) of an hour thereafter. Agreements for legal fees at rates other than those on the Fee Schedule may be made by mutual agreement for special projects or particular scopes of work. Such agreements shall be reduced to writing and attached as addenda to this Agreement.

Counsel agrees to waive the Administrative Fee for all bills charged to the Retainer Fee Deposit. Once the Retainer Fee Deposit is depleted, subsequent bills will include an Administrative Fee for professional services provided under this Agreement. Client may replenish the Retainer Fee Deposit at any time during this Agreement. The Administrative Fee shall be assessed on each monthly invoice at a rate of 5% of the total invoice as a lump sum reimbursement for incidental costs such as secretarial time, photocopy costs, mileage and on-line research fees which shall not be separately assessed to Client.

Counsel shall issue Client monthly billing statements for fees and costs incurred. Client agrees to pay invoices for fees and costs incurred in excess of the Retainer Fee Deposit within 30 days of receipt.

5. <u>Costs and Other Charges</u>. Client agrees to reimburse Counsel for actual and necessary costs, expenses and disbursements incurred while performing legal services under this Agreement. Client authorizes Counsel to retain experts or consultants to perform services and agrees to reimburse Counsel for fees paid to third parties such as court reporters, investigators, process servers, professional experts, and other independent contractors.



Counsel may recommend to Client the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of Counsel, specialized legal services and expertise. In the event Client fails to approve the employment of such outside counsel, Counsel reserves the right to terminate its representation of Client on the specific case or matter involved.

Client shall reimburse Counsel for actual and necessary travel costs of hotel and airfare.

- Client is protected by the attorney-client and work product privileges. Client authorizes Counsel to communicate with Client representatives using telephone, cellular phone, mail, unencrypted email, text, facsimile and other common business communication methods. Client acknowledges and agrees that any such communications may include confidential information unless Client has instructed Counsel otherwise. Accordingly, Client should only provide Counsel with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from Counsel.
- 7. Retention of Client Records. Counsel will maintain Client records for at least ten (10) calendar years. After a file on a matter is closed, Client has a right to request Counsel return the file to Client. Absent such a request, the Counsel shall retain the file on Client's behalf for a period of ten (10) calendar years. Following this period of time, Counsel will contact Client by letter to inform Client that the records will be destroyed unless Client responds within 90 calendar days that Client would like to take possession of the records. Absent Client's timely request to return the records, Counsel may destroy the file.
- 8. <u>Discharge and Withdrawal</u>. Client may discharge Counsel at any time. Counsel may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Counsel's advice on a material matter or any fact or circumstance that would render Counsel's continuing representation unlawful or unethical. When Counsel's services conclude, all unpaid charges will immediately become due and payable.

9. Miscellaneous.

Entire Agreement. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Client and Counsel acknowledge that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and



SCHOOL AND COLLEGE LEGAL

that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to either, party then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

<u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

<u>Third Party Rights & Assignment</u>. This Agreement shall not create any rights in, or inure to the benefit of, any third party. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

<u>Counterparts</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile signatures of this Contract shall be deemed a valid and binding execution of this Agreement.



SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA FEE SCHEDULE

BILLABLE AND RETAINER CLIENTS

Effective July 1, 2024

Associate General Counsel I	\$265 per hour
Associate General Counsel II	\$285 per hour
Associate General Counsel III	\$305 per hour
Senior Associate General Counsel & General Counsel	\$330 per hour
Of Counsel	\$285 - \$375 per hour
Paralegal/Paraprofessional	
	\$180 per hour

Costs and Expenses

Administrative Fee*

5% of total monthly invoice [Administrative Fee is

waived for clients with Retainer Fee Deposit]

All other costs

Charged on an actual and necessary basis

^{*}Administrative Fee is a lump sum reimbursement for incidental costs such as secretarial time, photocopy costs, mileage and on-line research fees.

Kashia Elementary School District

2024-25 Second Interim Presentation

Prepared for: KESD Board of Trustees, March 5, 2025 Regular Board meeting

Prepared by: Andi Stubbs, contracted Chief Business Official

1. What is the 2024-25 Second Interim Report?

- The Second Interim report is a snapshot in time of the local educational agency's (LEA's)
 revenue and expenditure forecasts for the current fiscal year as well as a projection of the two
 subsequent fiscal years.
- It is a time to adjust the budget based on the Enacted Budget and subsequent trailer bills, the closing of the prior fiscal year, and other factors that impact revenue and expenditures.
- The Second Interim report covers the period of time from July 1 through January 31 each fiscal year and must be submitted to the county office of education (COE) no later than March 17, 2025.
- 2. What are the district's enrollment projections, and why is that information important?

26	ng in 2025	nt enrolli	nder stude	a new Kir	ble with	Ta		-26	ent in 2025	v enrollm	ith no nev	Table w	
ew Kinder student enrolling in 2025-26 Year:						Grade:	Grade: Year:					Grade:	
2028-29	2027-28	2026-27	2025-26	2024-25	2023-24		2028-29	2027-28	2026-27	2025-26	2024-25	2023-24	
2020 23	0	0	n	0	0	TK	0	0	0	0	0	0	TK
	0	0	1	0	3	K	0	0	0	0	0	3	K
	0	1	0	3	0	1st	0	0	0	. 0	3	0	1st
	1	Ó	3	0	n	2nd	0	0	0	3	0	0	2nd
	0	3	0	0	n	3rd	0	0	3	0	0	0	3rd
	3	0	0	0	2	4th	0	3	0	0	0	2	4th
	0	0	0	3	0	5th	3	0	0	0	3	0	5th
	0		3	0	0	6th	0	0	0	3	0	0	6th
	0	3	0	0	2	7th	0	0	3	0	0	2	7th
	3	0	0	2	1	8th	0	3	0	0	2	1	8th
	7	7	7	8	8	Total Stu	3	6	6	6	8	8	Total Students
2.0	CCC	C CC	6.65	7.60	7.60	ADA at 95	2.85	5.70	5.70	5.70	7.60	7.60	ADA at 95%
3.8				7.20	7.20	ADA at 90	2.70		And the second second	5.40	7.20	7.20	ADA at 90%
3.6			6.06	6.93		ADA at 86	2.60		A STATE OF THE STA	5.20		6.93	ADA at 86.63%
3.4			5.95	6.80	6.80	ADA at 85	2.55			5.10		6.80	ADA at 85%:

- The district's funding levels are dependent upon student enrollment and average daily attendance.
- Districts with low enrollment are required to go into lapsation (in which the district is dissolved and its territory is annexed to one or more adjacent districts), e.g. when the average daily attendance of students is less than six in grades K-8.



- The county board of education may defer lapsation of any district for one year upon resolution of the governing board of the school district and written concurrence from the county superintendent of schools (there is no limit on the number of one-year deferrals that can be granted).
- 3. What are the key changes in the 2024-25 Second Interim Report compared with the 2024-25 First Interim Report?

SACS Object Code	Description:	2024-25 First Interim Report	2024-25 Second Interim Report	Difference:	t Compared with 2024-25 First Interim Report: Comments:
80xx:	LCFF Sources	\$316,884	\$315,274	(\$1,610)	Net of adjustments to LCFF sources based upon the most recent version of the LCFF calculator (see Board packet).
81xx-82xx	Federal Revenue:	\$25,731	\$25,985	\$254	Addition of Title II funding: \$254
83xx-85xx:	Other State Revenue:	\$62,656	\$62,495	(\$161)	Net of small adjustments to budgets for lottery revenue, the Mandated Block Grant, etc. based upon enrollment and current allocation information.
86xx-87xx;	Local Revenue:	\$180,373	\$209,572	\$29,199	Removed budget of Fair Market Value cash adjustment of (\$20,166) - (will be adjusted at year-end) and rebooked \$57,374 in revenue that was due back to the SELPA but will no longer be collected (district can keep the revenue). Net of other adjustments to local revenue: \$8,009.
	Totals:	\$585,644	\$613,326		Net change in revenue projections

SACS Object Code	Description:	2024-25 First Interim	2024-25 Second Interim	Difference:	eport Compared with 2024-25 First Interim Report Comments:	
1xxx:	Certificated Salaries:	\$223,001	\$258,419	\$35,418	Increase for part-time temporary Principal/Lead Teacher position (five hours/day) remainder of the year.	
2xxx:	Classified Salaries:	\$55,146	\$55,146	\$0	No change	
3xxx:	Employee Benefits:	\$93,075	\$93,967	\$892	Net of all adjustments to benefits based on salary coabove; e.g. addition of Principal/Lead Teacher position	
4xxx:	Supplies and Materials:	\$60,557	\$62,266	\$1,709	Net of all changes, mainly to restricted resources - e.g \$2,070 for textbooks/materials using one-time grant funding, increase for budgeted RCEF grants of \$1,162, and decrease of (\$1,500) budgeted for equipment (interactive monitor; not currently needed).	
5xxx:	Services and Operating:	\$290,082	\$299,088	\$9,006	Net of all mid-year adjustments, including board- approved increase for RSP time of \$13,365.	
бххх:	Capital Outlay:	\$0	\$0	\$0	No change	
7xxx	Other Outgo:	\$3,542	\$3,542		No change	
	Totals:	\$725,403	\$772,428	\$47,025	Net change in expense projections	

4. How has the district's long-term financial outlook (multi-year projection) changed since the 1st Interim Report?

Comparison, Deficit Spending	2024-25	2025-26	2026-27		
Unrestricted Excess(Deficiency), 2024-25 First Interim Report:	(\$20,882)	(\$48,278)	(\$67,411)		
Unrestricted Excess(Deficiency), 2024-25 Second Interim Report:	(\$53,883)	(\$43,007)	(\$60,676)		
Difference:	(\$33,001)	\$5,271	\$6,735		
Comments:	Difference in 2024-25 is due mainly to the addition of the Principal/Lead Teacher position which is removed in the out-years. District has applied for federal impact aid again, which may reduce or eliminate the budgeted deficit in the two out-years.				
Required Reserve Levels Met at both First and 2nd Interim:	Yes	Yes	Yes		

5. What are some of the assumptions that go into building the multi-year projection?

- Estimated revenue is based upon the most recent Local Control Funding Formula (LCFF)
 calculator, which is included in the full board packet. Revenue projections are also based on
 current allocations for federal and state funding. Local revenue (grants, donations) are
 budgeted as received.
- Expenditure assumptions include the following:
 - o Salaries: Step and column cost increases in each year, and current staffing levels
 - Benefits: 5% increase on health and welfare costs, and statutory costs (STRS, PERS, unemployment insurance) increases per the School Services of California Dartboard
 - Non-Personnel Costs: One-time expenditures for restricted resources are removed from the budget. The Consumer Price Index (CPI) increase is applied in each year per the School Services of California Dartboard

6. What happens next?

- Upon Board approval the 2024-25 Second Interim Report will be submitted to the Sonoma County Office of Education (SCOE) for review/submission to the California Department of Education.
- Staff will begin developing the Local Control & Accountability Plan (LCAP) and budget for the 2025-26 school year, using information from the Governor's May Revision of the 2025-26 State Budget, local spending decisions, etc. with a public hearing and adoption scheduled for the

