

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

Minutes

Special Board Meeting
Governing School Board
Thursday, May 8, 2025
4:00 p.m.
Kashia School District

Start: 4:15 p.m. **End** 4:25 p.m.

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

Glenda Antone X

Frances Johnson X

Coleen McCloud X

Charlene Pinola X

2. Approval of Agenda: Motion by Trustee McCloud, second by Trustee Pinola, agenda approved unanimously.

3. Public Comment on Closed Session Items: No public comment.

4. Closed Session: 4:16 p.m.

4.1 Personnel (Government Code 54957(b): Public Employee:
Discipline/Dismissal/Release

5. Reconvene to Open Session: 4:18 p.m.:

5.1 Report of Actions Taken in Closed Session: The Board took action to non-reelect a probationary certificated employee. The Trustees voted as follows:

Trustee Antone: Aye

Trustee McCloud: Aye

Trustee Pinola: Aye

6. Adjourn: The meeting adjourned at 4:25 p.m.

Next Board Meeting: Wednesday, May 14, 2025

history with the district and stated that this has not been a good year. She is looking for highly qualified staff for next year, with potentially a “Teacher/Principal/Superintendent” position to replace the current part-time Superintendent position, and the part-time temporary Lead Teacher/Principal position.

- 5.3 PTO: Coleen McCloud, PTO President, presented the report. The most recent meeting was held on May 14, 2025. Items are needed for graduation, e.g. tableware, a cake from Safeway, etc. – it was requested that the school obtain these items. Graduation will be held on the last day of school, June 13, 2025. Janet VanWinkle suggested that one of the students make a program. Ms. McCloud asked about a yearbook, which has not been done this year (Business Manager Stubbs recommended looking into Josten’s or Lifetouch). Ms. McCloud stated that the van needs servicing, e.g. brake pads, and that she can take in for the work. She went on to state that Board Trustees should be on the interview committee for any new hires. Requested more meals for the students and field trip forms for excursions. Mentioned two student discipline issues.

- 5.4 Staff: None.

- 5.5 Communications: SCOE Letter, 2024-25 Second Interim Report (reviewed by Ms. Stubbs, Business Manager).

6. Items Scheduled for Information and Discussion

- 6.1 Review of Information Related to Governance and the Brown Act: Ms. Stubbs reviewed articles related to public comment from the California School Boards Association (CSBA) with the Board.

7. Items Scheduled for Discussion and Action

- 7.1 Review and Consideration of Approval, Agreement for Services between Kashia Elementary School District and Marcia I. Lotter for Psychological Testing Services for the 2025-26 School Year

A motion was made by Trustee McCloud to approve the agreement for services between the district and Marcia I. Lotter, with a second from Trustee Pinola. Approved unanimously.

- 7.2 Review and Consideration of Approval, Agreement for Services between Kashia Elementary School District and Patricia Capretta for Nursing Services for the 2025-26 School Year

A motion was made by Trustee McCloud to approve the agreement for services between the district and Patricia Capretta, with a second from

Trustee Pinola. Approved unanimously. The board also asked for a list of the additional services provided by Ms. Capretta; staff will follow up with a request for more information.

7.3 Review and Consideration of Approval, Agreement for Services between the Kashia Elementary School District and the Kashia Band of Pomo Indians of Stewarts Point Rancheria for Food Delivery, 2025-26

Not approved at this time. The board stated that food has been sitting outside for a long time because the driver has not been bringing it into the kitchen area. Staff replied that they would request that food be brought into the kitchen area. The item will be brought back for consideration of approval during the June 11, 2025 board meeting.

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

Board requested that September 26, 2025 be designated a holiday (Native American Day) and Monday, April 13, 2026 be designated as a school day (was proposed to be part of spring break). Trustee made a motion to approve the calendar with those changes which was seconded by Trustee Pinola. Approved unanimously.

7.5 Review and Consideration of Approval, J-13A Attendance Waiver for the 2024-25 School Year

A motion to approve the J-13A Attendance Waiver for the 2024-25 School Year was made by Trustee Pinola and seconded by Trustee McCloud. Approved unanimously.

7.6 Public Hearing Regarding the 2025-26 Local Control and Accountability Plan (LCAP)

A public hearing was conducted for the 2025-26 LCAP. Staff provided and overview of the planned goals and actions for 2025-26. The 2025-26 LCAP will be brought back for approval during the June 11, 2025 Board meeting. Trustee McCloud stated that the tribe only wanted to donate to playground equipment if it would be accessible to the community. She also expressed an interest in ABC Mouse literacy software; Ms. Stubbs stated that she would look into it.

7.7 Public Hearing Regarding the 2025-26 Original Budget

A public hearing was conducted for the 2025-26 Original Budget. Staff provided an overview of the budget for 2025-26, which included a description of the expenditures from the 2025-26 LCAP that are included in the budget. Staff also conducted a review and discussion of

the combined Assigned and Unassigned ending fund balance above the Reserve for Economic Uncertainties as presented in the required “Statement of Reasons for Excess Reserves.” The 2025-26 Original Budget will be brought back for approval during the June 11, 2025 Board meeting.

- 7.8 Employee Housing, Draft Rental Agreement – Review/Consideration of Approval: A motion to approve the draft rental agreement as-is was made by Trustee Antone, seconded by Trustee McCloud. Approved unanimously.

8. Public Comment on Closed Session Items: None.

9. Closed Session: 5:45 p.m.

- 9.1 Personnel (Government Code 54957(b): Public Employee Dismissal – Discussion

10. Reconvene to Open Session: 6:10 p.m.

- 10.1 Report of Actions Taken in Closed Session (if any): None.

11. Items Scheduled for Future Board Meetings

- 11.1 Local Control and Accountability Plan (LCAP) – Adoption
- 11.2 2025-26 Original Budget – Adoption
- 11.3 Williams Quarterly Report
- 11.4 Additional Contracts/MOU’s for the 2025-26 school year

12. Adjournment

Next Board Meeting: Wednesday, June 11, 2025, 4:00 p.m.



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

Special Board Meeting

Minutes

Governing School Board

Date: May 28, 2025

Time: 4:00 p.m.

Kashia School District

Start End

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

Glenda Antone _____

Frances Johnson _____

Coleen McCloud _____

Charlene Pinola _____

**MEETING CANCELLED DUE TO LACK OF A QUORUM.
TENTATIVELY RESCHEDULED FOR WEDNESDAY, JUNE 4, 2025.**

2. Approval of Agenda

3. Public Comment on Open Session Items (Limit 5 minutes)

- 3.1 Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than 5 minutes each pursuant to Board policy. Public comment will be allowed on each specific agenda item prior to Board action thereon.

4. Items Scheduled for Discussion and Action

- 4.1 Review and Consideration of Approval, Certificated Salary Schedule for the 2025-26 School Year

Background: Increasing compensation for certificated employees will help the district recruit and retain highly qualified personnel. It is recommended that the Board approve a revised certificated, non-management salary schedule for 2025 that is based upon the 2024-25

6

salary schedule used by the Sonoma County Office of Education (SCOE). The draft Kashia Elementary School District (KESD) salary schedule for 2025-26 is attached for review, along with the 2024-25 SCOE salary schedule and the 2024-25 KESD Salary Schedule for comparison purposes. The draft 2025-26 KESD Salary Schedule shows annual salaries that are slightly higher than the 2024-25 SCOE Salary Schedule, because the annual salaries are based on a per-diem (daily) rate. KESD teachers work 184 days per year, and SCOE teachers work 183 days per year. The annual salaries shown in the proposed salary schedule for 2025-26 represent an increase of approximately 25% on average compared with the annual salaries shown on the current KESD schedule.

Fiscal Impact: Salary costs for 2025-26 will be dependent upon placement on the salary schedule.

- 4.2 Review and Consider Approval of a Full-Time, Temporary Position for and Job Description for 2025-26: Teacher/Principal/Superintendent

Background: In addition to one full-time Classroom Teacher for 2025-26, one full-time Teacher/Principal/Superintendent position is proposed to support student achievement, provide daily oversight of school operations, and perform the functions of the district Superintendent. Compensation would be based upon a salary schedule that matches the Sonoma County Office of Education schedule for a Principal position and is presented to the Board for consideration of approval under item 4.3 of this Board agenda.

Fiscal Impact: Revenue amounts for 2025-26 to be determined.

- 4.3 Review and Consideration of Approval, Certificated Management Salary Schedule for the 2025-26 School Year

Background: The Board is asked to approve a salary schedule for the proposed Teacher/Principal/Superintendent position. The attached 2025-26 Certificated Management Salary Schedule is based upon the 2024-25 Sonoma County Office of Education (SCOE) Certificated Management Salary Schedule (per-diem rates). Step 1 for the Teacher/Principal/Superintendent position represents an increase of approximately 9.46% compared with the salary of the temporary Lead Teacher/Principal position approved by the board for 2024-25, which has currently been filled with administrative substitutes from SCOE since the incumbent's resignation effective March 7, 2025.

Fiscal Impact: Salary costs for 2025-26 will be dependent upon placement on the salary schedule.

5. Items Scheduled for Future Board Meetings

- 5.1 Local Control and Accountability Plan (LCAP) – Public Hearing/Adoption
- 5.2 2025-26 Original Budget – Public Hearing and Adoption
- 5.3 Williams Quarterly Report
- 5.4 Contracts and MOU's for 2025-26

12. Adjournment

Next **Regular** Board Meeting: Wednesday, June 11, 2025, 4:00 p.m.

Transfer of Budget Appropriations

Fiscal Year 2025

Account			Description		From	To
JE #	BR25-00093	JE Trans Date	05/20/2025	JE Posted 05/20/2025	Comment	Update for actual REAP revenue
01-5810-0-0000-0000-8290-000-5810				All Other Feder,Rural Education	DR	7,293.00
					Net increase to Appropriations	7,293.00
<hr/>						
JE # BR25-00094		JE Trans Date	05/29/2025	JE Posted 05/29/2025	Comment budget updates for current year	
01-2600-0-1110-1000-5800-600-2600				Other Svcs & Op,Instruction,Regular Educati,ELO	DR	50,000.00
01-2600-0-0000-0000-8590-000-2600				All Other State,ELO Program	CR	50,000.00
					Net decrease to Appropriations	100,000.00
						.00
<hr/>						
Org 046 Net Increase in Estimated Fund Balance					7,293.00	
					Total for Org 046	7,293.00
					Net decrease to Appropriations	

Selection

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Post Date = 5/1/2025, Ending Post Date = 5/31/2025, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

ERP for California

Page 1 of 1

Checks Dated 05/01/2025 through 05/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2093682	05/02/2025	Gene Parrish	01-5200 Home2 April 23-25, 2025			410.41
2093683	05/02/2025	Gene Parrish	01-5201 Mileage April 23-25, 2025			174.30
2094971	05/07/2025	Janet VanWinkle	01-5800 RSP services hrs, April, 2025			2,450.00
2094972	05/07/2025	Mary Allen	01-5800 C&I services, April, 2025			3,600.00
2094973	05/07/2025	Gene Parrish	01-5200 Home2			170.69
2094974	05/07/2025	Gene Parrish	01-5201 Mileage May 1-2, 2025		153.76	234.50
2094975	05/07/2025	Frances Johnson	01-4310 Supplies for music/arts		1,019.41	1,173.17
			01-4390 School supplies			
2094976	05/07/2025	Coleen McCloud	01-5800 Cultural Education, April 2025 hours			1,358.00
2096367	05/14/2025	Gene Parrish	01-5200 Home2 May 7-9, 2025			362.86
2096368	05/14/2025	Gene Parrish	01-5201 Mileage May 7-9, 2025			181.30
2096369	05/14/2025	Ryland Strategic Business Consulting	01-5831 Bus. Svcs - April, 2025 hours			4,500.00
2097829	05/21/2025	Adriana Ruiz	01-5201 Mileage for student award			36.40
2097830	05/21/2025	Andrea Stubbs	01-5950 Postage stamps for AP			29.20
2097831	05/21/2025	Frontier Communications	01-5911 Telephone svcs Apr-May, 2025			100.52
2097832	05/21/2025	Gualala Supermarket	01-4700 Student food			312.85
2097833	05/21/2025	Independent Coast Observer	01-5825 Advertisement, K-8 Teacher			158.40
2097834	05/21/2025	Michele Taylor-Jones	01-5860 Settlement agreement		357.18	5,000.00
2097835	05/21/2025	Pacific Gas & Electric	01-5520 2834323877-1		18.80	
			9396706641-1		44.93	420.91
			9438373305-5			319.90
2097836	05/21/2025	Gene Parrish	01-5200 Home2 May 14-16, 2025			161.00
2097837	05/21/2025	Gene Parrish	01-5201 Mileage May 14-16, 2025			1,393.52
2097838	05/21/2025	Presence Learning, Inc.	01-5807 Speech svcs, April/May, 2025			231.48
2097839	05/21/2025	Recology Sonoma Marin	01-5560 Waste svcs for May, 2025			150.00
2097840	05/21/2025	Ricky Lynn Parrish	01-5800 Guitar lessons			517.50
2097841	05/21/2025	Sonoma County Office Of Ed	01-5840 CalPADS & Aeries Support, 2024-25			142.00
2097842	05/21/2025	Terminix	01-5800 Pest control svcs on 4/18/2025			200.00
2097843	05/21/2025	Deidra V. Wilder	01-5800 Cultural arts lessons - Mar/Apr 2025			117.49
2097844	05/21/2025	Leah Wilder	01-4390 Student food for activity			1,210.00
2099230	05/28/2025	Kashia Band of Pomo Indians	01-5800 Lunch delivery Feb-May, 2025			512.07
2099231	05/28/2025	Gene Parrish	01-5200 Home2 May 20-May 23, 2025			234.50
2099232	05/28/2025	Gene Parrish	01-5201 Mileage May 20-May 23, 2025			
2099233	05/28/2025	Sonoma County Office Of Ed	01-5800 Admin sub svcs		4,856.54	
			Admin sub svcs, Martens, B.		8,856.00	13,712.54
Total Number of Checks					31	39,575.51

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.

046 - Kashia

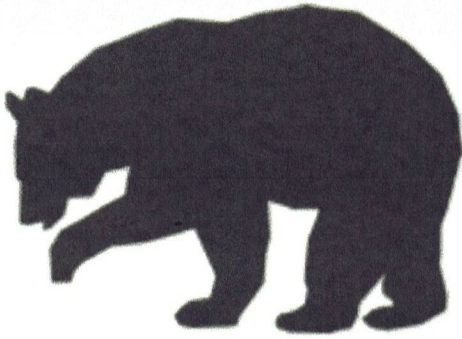
Checks Dated 05/01/2025 through 05/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Recap						
Fund	Description		Check Count	Expensed Amount		
01	General Fund		31	39,575.51		
	Total Number of Checks	31		39,575.51		
	Less Unpaid Tax Liability			.00		
	Net (Check Amount)			39,575.51		

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.

046 - Kashia

Generated for Andi Stubbs (ASTUBBS46), May 31 2025 9:02AM



2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Kashia Elementary School District	Frances Johnson Superintendent/Principal	frances@kashiaesd.org 7077859682

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2024-2025	2.00		2.00					

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)		2			
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards			3		
History-Social Science			3		

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

- Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)		2			
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

- Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)		2			
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards			3		
History-Social Science			3		

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education						N/A
Health Education Content Standards		2				
Physical Education Model Content Standards			3			
Visual and Performing Arts			3			
World Language	1					

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole			3		
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Kashia Elementary School serves eight students in grades K-8. Two credentialed teachers and one instructional assistant provide targeted, individualized instruction and enrichment activities, with additional cultural activities provided by an independent contractor. Administration has been working with staff during the 2024-25 school year to identify areas in which more staff support and/or training is needed.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research

has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	3
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	3
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Given the small size of the school community, staff have been able to connect extensively with each student and their parents/guardians and strives to establish and maintain positive relationships.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

District administration facilitate conversations constantly to resolve any conflicts between staff and families or celebrate small wins.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Individual parent/guardian outreach conducted by the Superintendent will happen more often in 2025-2026 due to hiring a full time principal/teacher for the school site with part of their job duties to engage community members weekly.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	3
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	3
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	3
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Given the small size of the school community, staff, parents/guardians, and the local community (e.g. the Pomo Tribal Council) have been able to partner effectively for student outcomes.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Action steps identified in the 2025-26 LCAP will serve to improve "Building Partnerships for Student Outcomes;" e.g. working with the Tribal Council to identify a potential partner to provide instruction in the Pomo language, adding contracted support to provide social-emotional education, etc.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Individual parent/guardian outreach conducted by the Superintendent, with specific goals related to student outcomes.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA’s current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	3
10. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	3
12. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Seeking Input for Decision-Making.

Staff is able to connect directly with parents and local tribal representatives on a regular and frequent basis to gain input for decision-making. The strength is that we have communication always with parents but this is a challenge with not sharing confidential student data with such a small student population.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA’s focus area(s) for improvement in Seeking Input for Decision-Making.

LEA's area of focus based on educational partner input is always around improving academics.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The LEA will continue to improve engagement and obtain parent feedback at every opportunity throughout the school year.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

The California Healthy Kids Survey was administered in person during April 2025 to three fifth graders and two eighth graders. All students are Native American and fall into the socio-economically disadvantaged subgroup. Four were male and one was female.

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Key learnings from the survey taken by the five students show that all students feel that they are close to the people at school with scores of "most of the time to all the time". Students also state that teachers notice when they are not there and that they are part of the the school. This represents a strength that students are connected to school. Another strength is that all the students state that they have never used any drugs and/or alcohol including vaping. Students also state that they feel safe at this school.

A couple of areas of need is that students feel that they have been teased or bullied at school "some of the time to most of the time" which shows that our inconsistency of teaching SEL and PBIS strategies is noticeable and absolutely needs to be a priority every day at school. The second area of need that came out of the survey is that students are bored at school and that they do not feel that they have a say in what is taught to them which relates to student engagement.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

The 2025-2026 LCAP has a goal specifically addressing socio-emotional learning (SEL) and classroom management. The goal is solid but the consistency in utilizing the curriculum and having sound classroom management have been an issue for Kashia this school year due to inexperienced teaching staff. Having one classroom with multiple grades and various student needs was beyond the expertise of the new teaching staff this school year. New staff will be hired for the 2025-2026 school year. In addition, a strong focus will be on setting up classroom rules with student input at the very beginning of the school year. In addition, new curriculums have been purchased online to allow for more personalized learning and greater variety is how content is taught to increase the level of student engagement.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

The eight students currently attending Kashia Elementary School have access to a broad course of study in all subjects that includes cultural enrichment and social emotional (SEL) learning provided by an independent contractor. All students attend one classroom with full inclusion of our exceptional needs students. As a rural, small school district we strive to provide our students with a board course of study but at time we just cannot do everything due to limited human capacity. Kashia often have to rely on outside sources to provide language instruction, arts/music instruction and career education.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

As a very small one classroom school district with only eight students enrolled K-8 grade, we are able to offer students all four core subjects plus physical education. In addition, language instruction is contracted through tribal elders to teach the native American Pomo language. Arts instruction is contracted out as well with a local agency and tribal elders. Multiple field trips are provided throughout the school year to enrich instruction taught within the classroom. The master schedule and contracts demonstrate all the services and instruction the students receive. For students with exceptional needs we have a contracted RSP teacher and Speech therapist.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

While the remote, rural location and small size of the school provides some unique opportunities for learning (environmental exploration and conservation, for example); the setting inherently limits opportunities for a wide variety of elective and extracurricular activities. An additional barrier to a board course of study is finding teaching staff that will be consistent from year to year as Kashia has high staff turnover being a rural school far away from populated areas.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

As described in the 2025-26 LCAP, the district will continue to partner with a contractor who can provide instruction in the Pomo language. The district will continue to work with local agencies to receive grants to allow for students to attend activities, field trips and events that normally would not be available to them to enhance and enrich students experiences. Also, based on locally collected measures Kashia will also be contracting with a literacy consultant to work on continuing to build the classroom teachers skills around the science of reading.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the					

Coordinating Instruction	1	2	3	4	5
coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					

Coordinating Services	1	2	3	4	5
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

**Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template**

School Year

2025

Date of Board Approval

LEA Name

Kashia Elementary School District

CDS Code:

49 70888 6052013

Link to the LCAP:

(optional)

<https://www.kashiaesd.org/District/1120-Local-Control-and-Accountability-Plan-LCAP.html>

For which ESSA programs apply to your LEA?

Choose From:

TITLE II, PART A

Supporting Effective Instruction

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;** however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Kashia Elementary is committed to ensuring that all our students receive the support and services they need to meet their full academic potential regardless of race, language, or socioeconomic status. Federal and state dollars are directed for the purpose of having all of our students receive what they need for school success. Several instruction programs or strategies that were directed towards our unduplicated students provided in 2024-25 will continue in 2025-26. This is a new three-year LCAP, we see a need to modify and/or add some programs/services to continue to address the discrepancies we continue to have with the achievement gap and attendance within our sub-groups.

The directed supports and services proposed for 2025-26 LCAP after careful evaluation of district data and community partner feedback are:

Actions:

- 1.10: Implement intensive support and professional development to build strong science of reading structures with designated staff through mentoring and coaching. Utilize data on how best to meet individual growth areas for ALL students in ELA and Mathematics
- 2.3: Parent Outreach to increase parent participation and engagement
- 4.1: Attendance Incentives and Cultural Studies to improve attendance
- 4.2: Continue the additional personalized online learning supports of Read180, Dreambox, and Lexia to improve student engagement
- 4.3: Meals for all students to improve attendance and health

The directed action is focused on staff mentoring to train teacher(s) on targeted literacy instruction around the "Science of Reading" research and strategies.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The development of the LCAP encompasses many of the current directions of student achievement and parent engagement while adding new aspects of importance towards increasing interventions that are personalized based on the student's needs.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (as applicable)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

N/A as we do not receive Title 1 funds

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (<https://www.cde.ca.gov/pd/ee/peat.asp>) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
 - a. Number of low-income students
 - b. Number of minority students
2. Does the LEA have an educator equity gap –
 - a. If yes, must create a plan which must include root cause analysis of the disparity
 - b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available [here](#).

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

On November 6, 2019, the SBE approved updated definitions for “ineffective” and “out-of-field” teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	<p>An ineffective teacher is any of the following:</p> <ul style="list-style-type: none">• An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or• A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned)• An individual who holds no credential, permit, or authorization to teach in California. <p>Under this definition, teachers with the following limited emergency permits would be considered ineffective:</p>

	<ul style="list-style-type: none"> • Provisional Internship Permits, • Short-Term Staff Permits • Variable Term Waivers <p>Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record</p>
Out-of-field teacher	<p>A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field:</p> <ul style="list-style-type: none"> • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • Short-Term Waivers • Emergency English Learner or Bilingual Authorization Permits <p>Local Assignment Options (except for those made pursuant to the <i>California Code of Regulations</i>, Title 5, Section 80005[b])</p>
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

N/A

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))

4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))
7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14)).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

N/A

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

N/A

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

The district provides all teacher(s) with two full days of professional development which includes training on the district instructional initiatives, technology support to familiarize teachers with access to accounts, emails, and course content, and lastly, site and district required mandated training. In addition, all teachers receive extensive training and professional development on all district initiatives. The focus for professional development in 2025-26 will be on the and effective teaching strategies for all students around The Science of Reading literacy training received through a partnership with Napa County Office of Education Reading Consortium for our region.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

All of the students at the school are "Unduplicated Pupils" who are performing below grade level standards in all core academic subject areas especially reading; and for whom increased ongoing staff training and mentoring is essential to improve instruction within this small rural school. This will be achieved by working with NCOE and other professional via contracts to provide targeted training around literacy.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
 - a. Teachers
 - b. Principals and other school leaders
 - c. Paraprofessionals (including organizations representing such individuals)
 - d. Specialized instructional support personnel
 - e. Charter school leaders (in a local educational agency that has charter schools)
 - f. Parents
 - g. Community partners
 - h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

Kashia Elementary continues to commit funds to support teaching and learning across the district with specific attention to Low-Income Youth. The District has determined that expanding funds in a district-wide manner is the most effective way to meet the District's goal for unduplicated pupils in the State and local priority areas. Funds will be spent district-wide to support educational offerings and support services for students in the identified subgroups. All students fit into more than one subgroup. Anyone and/or a combination of sub-groups place these students at risk academically due to environmental obstacles.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:

1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
 - are focused on English learners and consistent with the purposes of Title III;
 - enhance the core program; and
 - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than \$30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

- 1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
- 2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
- 3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
 - a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least \$30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for a well-rounded education?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at <https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp>.

Date of LEA's last conducted needs assessment:

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: <https://www.cde.ca.gov/sp/st/>

California Department of Education
February 2022

Kashia Elementary School District

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT, 2024-25

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Kashia Elementary School District

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Kashia Elementary School District has determined to spend the monies received from the Education Protection Act as attached.

Passed and adopted at the regularly scheduled meeting of the Board of Trustees on June 11, 2025, by the following vote:

AYES

NOES

ABSENT

ABSTAINED

I, Glenda Antone, President of the Board of Trustees of the Kashia Elementary School District of Sonoma County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by said Board at its regular meeting June 11, 2025.

Glenda Antone, President of the Board

Date

2024-25 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Estimated Expenditures, 2024-25

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	20,605.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		20,605.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	20,605.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		20,605.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2024-25

Name: Kashia Elementary
CDS Code: 4970888-0000000
Allocation Year: 2024-25, 2023-24

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

In 2024-25, Proposition 28 funds were used provide music lessons (guitar) for students. These lessons were provided by an independent contractor. The funds were also used for art supplies and activities related to the Pomo Indian culture.

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. 8

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 6/11/2025 12:00:00 AM

Annual Report Data URL

<https://www.kashiaesd.org/District/1154-Proposition-28-Arts-and-Music-in-Schools.html>

Submission Date 5/22/2025 6:37:29 AM



2025–26 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	No
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title II, Part A funds used through the Alternative Fund Use Authority (AFUA) Section 5211 of ESEA	No
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	No
Title V, Part B Subpart 1 Small, Rural School Achievement Grant	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

ESSA Sec. 5211 SACS 5810	
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Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

59

2025–26 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurancetoc.asp>.

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Andrea S. Stubbs
Authorized Representative's Signature	
Authorized Representative's Title	Business Manager
Authorized Representative's Signature Date	05/22/2025

2025–26 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Andrea S. Stubbs
Authorized Representative's Title	Business Manager
Authorized Representative's Signature Date	05/22/2025
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

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2025–26 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	08/26/2024
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Andrea S. Stubbs
Authorized Representative's Title	Business Manager

*****Warning*****

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2025–26 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, English Learner; Title III, Immigrant; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
Y2: timely and meaningful consultation did not occur
Y3: the program design is not equitable with respect to eligible private school children
Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children
Add non-attendance area school(s) No

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

Warning

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2025–26 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
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*****Warning*****

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2025–26 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:
Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at <https://www.cde.ca.gov/fg/ac/sa/>.

2025–26 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

2024–25 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2025.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2024–25 Title II, Part A allocation	\$259
Transferred–in amount	\$0
Transferred–out amount	\$0
2024–25 Total allocation	\$259

Professional Development Expenditures

Professional development for teachers	\$259
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$259
2024–25 Unspent funds	\$0

*****Warning*****

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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Andi
Homeless liaison last name	Stubbs
Homeless liaison title	Business Manager
Homeless liaison email address (Format: abc@xyz.zyx)	andi@rylandsbc.com
Homeless liaison telephone number (Format: 999-999-9999)	707-204-9794
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	0.5

Homeless Liaison Training Information

2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	No
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	No
Attendance officers and registrars	No
Teachers and instructional assistants	No
School counselors	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	08/09/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Housing Questionnaire Identifying Homeless Children

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	No
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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

64

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.

65

(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.

66

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

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this _____ by and between the Kashia Elementary School District, a Local Educational Agency (LEA) organized and existing under the laws of the State of California ("Kashia ESD") and Mary Allen, who is duly qualified to render services in the area(s) of instructional and administrative services ("Contractor").

KASHIA ESD and Contractor hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide instructional and administrative support services to include student testing, professional development and staff mentoring, updates to the Comprehensive School Safety Plan, development of the Local Control and Accountability Plan (LCAP), and additional services related to curriculum instruction/textbook adoption as needed.

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, Contractor shall be paid \$80.00 per hour, not to exceed \$15,000 during the 2025-26 school year. Contractor shall be reimbursed for supplies and materials upon pre-approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from July 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.

Kashia ESD:

Contractor:

s/ _____

s/ _____

Frances Johnson, Superintendent

Mary Allen, Contractor

Name/Title

Name/Title

70

Blank

GENERAL PROVISIONS

1. Contractor's Warranty: KASHIA ESD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by KASHIA ESD shall not operate as a waiver or release.
2. Status of Contractor: The parties intend that Contractor, in performing the services herein specified, shall act as an independent contractor, and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of KASHIA ESD and is not entitled to participate in any pension plans, insurance, bonuses, or similar benefits, if any, that KASHIA ESD 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 KASHIA ESD, 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 may authorize extra (and/or changed) work. Other KASHIA ESD personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the 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 federal, state, and local 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. Transfer of Rights: Contractor assigns to KASHIA ESD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Contractor in connection with the project, if any.
7. Ownership of Work Product: KASHIA ESD shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Contractor prior to termination of this Agreement by KASHIA ESD or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Contractor shall indemnify, defend with counsel acceptable to KASHIA ESD, and hold harmless to the full extent permitted by law, KASHIA ESD and its Joint Powers Board, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the sole negligence or willful misconduct of KASHIA ESD. This indemnification obligation is not limited in any way by the compensation payable to Contractor or its agents under this contract, nor by the amount or type of damages under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Contractor shall be liable to KASHIA ESD for any loss or damage to KASHIA ESD property arising from or in connection with Contractor's performance hereunder.

9. Insurance and License(s): With respect to the performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, if any, to 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. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the KASHIA ESD."

(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/ ☐ 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. **Required if using personal vehicle to transport students, e.g. on field trips.**

(d) Required/ ☒ 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) KASHIA ESD, its officers, and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) 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.

(3) The insurance provided herein is primary coverage to KASHIA ESD with respect to any insurance or self-insurance programs maintained by KASHIA ESD and no insurance held or owned by KASHIA ESD shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to KASHIA ESD.

(f) Required/ ☒ Not Required: **Professional Liability (Errors and Omissions) Insurance** for all activities of the Contractor arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to KASHIA ESD."

(g) ☒ Required: **Business and/or Other License(s)**. Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring business licenses, other license(s), and certificates required to carry out the services to be performed under this Agreement.

(h) Documentation: The following insurance and license documentation shall be submitted to the KASHIA ESD:

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

(4) Copy of Contractor's business license, and any other license or certification required to carry out the service to be performed under this Agreement. All such license(s) shall be submitted prior to commencement of services under this Agreement.

(i) Policy Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance and license requirements.

(j) Material Breach: If Contractor, for any reason, fails to maintain insurance coverage or have the license(s) which are required pursuant to this Agreement, the same shall be deemed a material breach of contract. KASHIA ESD, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from the breach. Alternatively, KASHIA ESD may purchase such required insurance coverage or license(s) and, without further notice to Contractor, KASHIA ESD may deduct from sums due to Contractor any premium or other costs advanced by KASHIA ESD for such insurance or license(s). These remedies shall be in addition to any other remedies available to KASHIA ESD.

10. 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:

KASHIA ESD:

KASHIA ESD
P.O. Box 129
Stewarts Point, CA 95480
707-204-9794
Attention: Andi Stubbs, CBO

Contractor:

Mary Allen
1309 Orchard Avenue
Napa, CA 94558
mbetha60@gmail.com
Attn: Mary Allen

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.

11. Termination:

(a) KASHIA ESD may terminate this Agreement without cause by giving thirty (30) calendar days written notice to Contractor. In the event KASHIA ESD elects to terminate the Agreement without cause, it shall pay Contractor for the reasonable value of services satisfactorily rendered to such date.

(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.

12. Security. By execution of the Agreement, the Contractor acknowledges that Education Code section 45125.1 applies to contracts where the Contractor or its employees will have interaction with students, outside the immediate supervision and control of the student's parent or guardian or a school employee. Section 45125.1 requires that employees of entities providing such services to KASHIA ESD must be fingerprinted by the California Department of Justice for a criminal records check, unless KASHIA ESD determines that an exemption applies.

(a) KASHIA ESD Determination of Fingerprinting and TB testing Requirement

The KASHIA ESD has considered the Scope of Services being performed by the Contractor under this Agreement and has determined that the Contractor and Contractor's employees:

 X are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

 X are subject to Tuberculosis ("TB") testing to demonstrate that he/she is free from active Tuberculosis, pursuant to Education Code section 49406.

 are not subject to TB testing or the fingerprinting requirements of Education Code section 45125.1, and Paragraph (c) below is applicable.

(b) If the KASHIA ESD has determined that fingerprinting is required, the Contractor expressly acknowledges that: (1) Contractor and all of Contractor's employees who will have interaction with students, outside the immediate supervision and control of the student's parent or guardian or a school employee, must submit or have submitted fingerprints in a manner authorized by the Department of Justice, as set forth in Education Code section 45125.1; (2) Contractor shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony, as defined in Education Code section 45122.1; (3) Contractor shall certify in writing to the Governing Board of the KASHIA ESD that none of its employees subject to Education Code section 45125.1 have been convicted of a felony, as defined in Education Code section 45122.1; and (4) Contractor shall provide to the Governing Board of the KASHIA ESD a list of names of its employees who are potentially subject to Education Code section 45125.1. The Contractor is required to fulfill these requirements at its own expense.

(c) Even if the KASHIA ESD has determined that fingerprinting is not required, the Contractor expressly acknowledges that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor

and Contractor's employees shall check in with the school office each day immediately upon arriving at any school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

(d) Contractor shall comply, as required by law, with the Child Abuse and Neglect Reporting Act as a mandated reporter of suspected child abuse.

13. 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 KASHIA ESD policies and procedures.

14. 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 KASHIA ESD further reserves the right to audit Contractor's compliance with the terms of this Agreement.

15. Taxes: Contractor 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 KASHIA ESD is audited for compliance regarding any applicable taxes, Contractor agrees to furnish KASHIA ESD with proof of payment of taxes on those earnings.

16. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. 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 work as required by this Agreement.

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

18. 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.

19. 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.
20. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
21. No Waiver of Breach: The waiver by KASHIA ESD 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.
22. 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.
23. 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.
24. Limitation of KASHIA ESD Liability: The KASHIA ESD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. In no event shall the KASHIA ESD be liable, in tort or in contract, for special, consequential, indirect, or incidental damages arising out of the services performed pursuant to this Agreement.
25. Economic Sanctions: As required by Executive Order N-6-22, issued by Governor Gavin Newsom on March 4, 2022 ("EO"), the Contractor 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>). Contractor understands that failure to comply may result in the termination of this Agreement.
26. 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.
27. 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.
28. Attachments: The following Attachments, attached hereto, are incorporated herein by reference: No attachments.

RYLAND STRATEGIC BUSINESS CONSULTING SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND STRATEGIC BUSINESS CONSULTING (Contractor) and the KASHIA SCHOOL DISTRICT (District.) Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the KASHIA SCHOOL DISTRICT will pay to Contractor monthly fees of \$4,500 for professional services. Additional services will be approved in advance and billed at our standard rate of \$185 per hour. All charges, including expenses, will be approved by the Superintendent of the KASHIA SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SBC will provide general financial planning and part-time business services to KASHIA SCHOOL DISTRICT including: process accounts payable and payroll payments, preparation of first and second interim budget reports, annual budget development and closing the books including required budget transfers and journal entries, SACS forms, multi-year projection, narrative document, cashflow projections, and all related board agenda items, including PowerPoint presentation. Specifically included tasks are listed on Appendix A, attached.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, KASHIA SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SBC will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Frances Johnson, Superintendent
KASHIA SCHOOL DISTRICT

s/ Teresa R Ryland
President
RYLAND STRATEGIC BUSINESS CONSULTING

Date

Date

APPENDIX A SCHEDULE OF BACKOFFICE SERVICES

General support includes:

- Regular review of general ledger and all required adjustments and corrections.
- Processing of accounts payable and payroll payments.
- Monthly review of budget and all required budget adjustments and corrections.
- Training on proper account coding of revenues and expenditures.
- Filing quarterly Federal Cash Management reports.
- One on-site visit per month.
- Preparation of business-related board agenda items.

Specific functions

1. Budget

- Responsible for budget development, including implementing approved budget assumptions, preparing budget within the financial system, completing all SACS forms, multi-year projection, cashflow projection, narrative document, and all board agenda items, including PowerPoint presentation.
 - Prepare and enter/upload budget transfers as needed.
 - Calculate funding under LCFF using the FCMAT calculator and make required adjustments.
 - On an ongoing basis, update budget for material changes in revenue projections, board actions, collective bargaining agreements, audit adjustments, etc.
 - Perform in-depth budget monitoring prior to first and second interim and SACS budget adoption process.
- Preparation of first and second interim budget reports, including required budget transfers, SACS forms, multi-year projection, narrative document, and all board agenda items, including PowerPoint presentation.

2. Accounting

- Prepare and enter/upload general ledger transfers.
- Review and analyze financial activity reports to verify account coding.
- Annual closing of the books, including all required journal entries, preparation of the CAT form, SACS forms, narrative document, and all board agenda items, including PowerPoint presentation.
- Coordinate gathering of auditor-requested documents for annual financial audit.

3. Reporting

- Prepare fiscal reports requested by the county office of education related to first and second interim reports, adopted budget and year end close.
- Provide financial data needed for the completion of fiscal reports on on-going, categorical programs.
- Filing necessary waivers.
- Completion of fiscal reporting for other federal, state and/or local programs.
- Salary and benefit documentation prepared for collective bargaining/negotiations, including the cost of 1%.
- Review of attendance reports for accuracy and completeness.

4. Financial System

- Access and use of district financial system.

Additional services that can be provided at an additional charge, to be billed at current hourly rate:

- Attendance at board meetings, if not on scheduled day in the office.
- CALPADS data collection and reporting assistance for any/all reporting seasons, ongoing uploads, obtaining state identifiers for new students, troubleshooting, and special education reporting assistance, specializing in SEIS
- Completion of facilities reports for school construction projects.
- Assistance with LCAP preparation and reporting.
- Charter petition evaluation.
- Charter fiscal oversight.
- Assistance with audits by outside agencies such as Federal Program Monitoring, CDE Child Nutrition, or FCMAT.
- Documentation of procedures.
- In the event any major issues are found in the budget or books of the district (e.g. restatement of prior year's fund balance, improper coding, mis-posted entries) during the first year of Ryland SBC services, the expanded scope and additional hours will need to be approved by the Superintendent in advance.
- Other fiscal services as agreed upon.



Service Order

PRESENTED TO

Frances Johnson

Superintendent

Kashia Elementary School District

ISSUE DATE

4/29/2025

BY

Kelly Duncan

School Partnership Associate, West

kelly.duncan@presence.com



Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and Kashia Elementary School District. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

ANNUAL EST

Flexible Hourly

\$18,504.00

Estimated Weekly Hours: 4.5

Estimated Weekly Subtotal: 514

Estimated Weeks of Service: 36

Estimated Annual Clinical Services Coordination Fee*

\$832.68

Estimated Total Program Implementation Fee**

\$1,500.00

ANNUAL

Total Estimated Cost

\$20,836.68

**Smart Start and Implementation Fee are one-time fees, billed upon the Service Order Execution Date.*

***Facilitator Services and Service Coordination Fee are billed monthly beginning in the first month in which Services are rendered.*



Service Order Details

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

Flexible Hourly Services

Clinical Services	Rate	Estimated Weekly Hours	Estimated Total
Flexible Hourly BMH Services	\$112.00	2.00	\$8,064.00
Flexible Hourly SLP Services	\$116.00	2.50	\$10,440.00
Estimated Subtotal for Clinical Services			\$18,504.00
Estimated total (year)			\$18,504.00

--- Continued on next page ---

Assessment Components

	Per Service
SLP Assessments Bundle	
Screening by SLP	\$82.00
Bilingual Screening by SLP	\$144.00
Evaluation Coordination and Results Summary by SLP	\$299.00
Evaluation Coordination and Results Summary by Bilingual SLP	\$340.00
Review of Records by SLP	\$144.00
Additional Assessment by SLP	\$82.00
Articulation Standard Assessment by SLP	\$124.00
Auditory Processing Assessment by SLP	\$144.00
Early Childhood Language Assessment by SLP	\$196.00
Fluency Standard Assessment by SLP	\$175.00
Language Standard Assessment by SLP	\$247.00
Pragmatic Language Standard Assessment by SLP	\$144.00
Phonological Process Analysis by SLP	\$72.00
Phonological Processing Assessment by SLP	\$124.00
Supplemental Language Screener by SLP	\$72.00
Spanish Language Standard Assessment by SLP	\$247.00
Spanish Language Select Subtests by SLP	\$103.00
Spanish Auditory Processing Select Subtests by SLP	\$144.00
Additional Bilingual Assessment by SLP	\$103.00
Spanish Articulation Measures (SAM) by SLP	\$103.00
Spanish Articulation Standard Assessment by SLP	\$113.00
Extended Coordination by SLP	\$72.00
Language Difference vs. Disorder Analysis by SLP	\$113.00
Unplanned Student Absence SLP	\$54.00
Parent Interview by SLP	\$72.00
Teacher Interview by SLP	\$72.00

	Per Service
BMH Assessments Bundle	
Additional Assessment by MHP/Ed Diag	\$278.00
Home Coordination by MHP/Ed Diag	
Additional Requested Paperwork by MHP/Ed Diag	\$72.00
Extended Coordination by MHP/Ed Diag	\$72.00
Results Meeting by MHP/Ed Diag	\$124.00
Bilingual Results Meeting by MHP	\$108.00
Schoolwide Support by MHP	\$71.00
Goal Writing by MHP	\$57.00
Bilingual Evaluation Coordination and Results Summary by MHP	\$283.00
Screening by MHP/Ed Diag	\$151.00
Review of Records by MHP/Ed Diag	\$247.00
Rating Scale Assessment by MHP/Ed Diag	\$202.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$313.00
Additional Requested Meetings by MHP/Ed Diag	\$72.00
Functional Behavior Assessment by MHP/Ed Diag	\$402.00
Intervention Data Analysis by MHP/Ed Diag	\$72.00
Parent Interview by MHP/Ed Diag	\$72.00
Student Interview by MHP/Ed Diag	\$72.00
Teacher Interview by MHP/Ed Diag	\$72.00
Unplanned Student Absence MHP/Ed Diag	\$79.00
Observation by MHP/Ed Diag	\$141.00

Student Interview by SLP	\$72.00
Results Meeting by SLP	\$144.00
Bilingual Evaluation: Special Considerations	\$41.00
Desired Results Development Profile Component-DRDP (CA only)	\$144.00
Rating Scale Assessment by SLP	\$144.00
AAC Evaluation: Special Considerations	\$41.00
AAC: Device analysis	\$72.00
AAC: Device trial	\$41.00
AAC: Feature matching trials	\$41.00
Speech-Language Sample by SLP	\$144.00
Observation by SLP	\$113.00
Additional Bilingual Paperwork by SLP	\$62.00
Additional Requested Meetings by SLP	\$62.00
Additional Requested Paperwork by SLP	\$62.00
Bilingual Parent Interview by SLP	\$62.00
Bilingual Results Meeting by SLP	\$124.00
Bilingual Student Interview by SLP	\$62.00
Schoolwide Support by SLP	\$72.00
Goal Writing by SLP	\$62.00
Additional Bilingual Meeting by SLP	\$62.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PRESENCELEARNING, INC:	CUSTOMER:
By: Name: Title: Date:	By: Name: Title: Date:

Master Contract

This Master Contract (the "Agreement") is entered into as of the date of the last signature set forth on the signature page attached hereto ("Effective Date"), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 3739 Balboa St, Suite 1001, San Francisco, CA 94121 ("Presence"), and the undersigned Local Educational Agency ("LEA"). Each of Presence and LEA may individually be referred to as a "Party" and collectively referred to as the "Parties".

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for Presence to provide special education related services, including, if applicable, the assessments set forth on <https://presence.com/school-and-district-customer-assessments/> (collectively, "Services") Upon acceptance of a LEA student, LEA shall submit to Presence an Individual Services Agreement ("ISA") as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge Presence's obligation to provide all services specified in the student's Individualized education plan ("IEP"). Provided that the LEA submits to Presence an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and Presence shall enter into an ISA for each LEA student served by Presence. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. STRUCTURE OF THE AGREEMENT. This Agreement shall apply each time LEA engages with Presence for the provision of Services. The Services shall be described in service orders (each, a "Service Order") and/or exhibits (each, an "Exhibit"), each of which shall reference this Agreement and, with respect to each Service Order, shall be executed by the Parties. Each Service Order and Exhibit entered into or delivered hereunder (each an "Incorporated Document", and collectively, "Incorporated Documents") may provide additional terms and conditions related to the Services. This Agreement and the Incorporated Documents are collectively referred to herein as the "Agreement". In the event of a conflict between the terms of this Agreement and the terms of any Incorporated Document, the terms of the Agreement shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the Agreement) agree to: (a) exclude or except an otherwise controlling provision of this Agreement; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this Agreement; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this Agreement (or any Incorporated Document).

3. PRESENCE PLATFORM.

3.1 Platform and Support. All Services provided to LEA shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to LEA with respect to Platform usage will be as set forth in the applicable Service Order. As a web-based application the Platform requires certain equipment for optimal performance, see tech specifications (<https://www.presence.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time).

3.2 Platform Restrictions. LEA shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (a) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (b) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (c) make the Platform available to third parties; (d) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (e) make copies of documentation contained within the Platform. If LEA breaches the terms of this Agreement or if LEA or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend LEA's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 3.2. Neither LEA or its student users and staff (collectively, "Authorized Users") may:

- (i) Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading,

transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

- (ii) Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;
- (iii) Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;
- (iv) Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
- (v) Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or
- (vi) Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

4. CERTIFICATION. Presence is certified by the California Department of Education (“CDE”) as a nonpublic, nonsectarian agency (“NPA”). All NPA services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each service provider’s license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

5. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS. During the Term (as defined in Section 6 below), unless otherwise agreed, Presence shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

6. TERM OF THE AGREEMENT. The term of this Agreement shall be reflected on the Service Order (“Term”) and shall be re-negotiated prior to June 30 of the then current school year in accordance with Title 5 California Code of Regulations section 3062(a).

7. INTEGRATION/CONTINUANCE OF THE AGREEMENT FOLLOWING EXPIRATION OR TERMINATION. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in a Service Order. This Agreement may be amended only by written amendment executed by both parties.

8. INDIVIDUAL SERVICES AGREEMENT and IEP. LEA is to provide to Presence an ISA for each LEA student to whom Presence is to provide services. Presence shall provide the Services specified in the student’s IEP for which Presence has been engaged to provide. In the event Presence is unable to provide a specific service which it agreed to provide at any time during the Term, Presence shall notify the LEA in writing within a commercially reasonable period. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence.

9. NOTICES. All notices provided for by this Agreement shall be in writing. Notices shall be mailed, delivered by hand, or emailed and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Service Order. All notices to Presence shall be sent to PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presence.com.

10. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

10.1 Maintenance of Records. Presence shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education

Code section 49061(b) including electronically stored information. Presence shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. Presence shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or Presence having a legitimate educational interest in requesting or receiving information from the record. Presence shall maintain copies of any written parental concerns granting access to student records. Presence shall, after notifying LEA, grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. Presence agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. For purposes of this Agreement, the term "parent" means any adult with legal authority to make educational decisions for the child.

10.2 **Confidentiality.** LEA understands that it may receive confidential and proprietary information relating to Presence's business ("Presence Confidential Information"). LEA agrees that the Presence Confidential Information is confidential and is the sole, exclusive and extremely valuable property of Presence. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that Presence shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose Presence Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify Presence promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit Presence to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

11. SEVERABILITY CLAUSE. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

12. SUCCESSORS IN INTEREST. This Agreement binds Presence's successors and assignees. Presence shall notify the LEA of any change of ownership or corporate control.

13. VENUE AND GOVERNING LAW. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

14. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES. This Agreement may be modified or amended by the LEA, with mutual agreement of Presence, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the Presence thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

15. TERMINATION. This Agreement shall continue until the end of the Term. This Agreement or any ISA may be terminated for cause upon either Party providing the other Party with twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). ISAs are void upon termination of this Agreement. Upon the expiration or termination of this Agreement for any reason, all amounts owed Presence under this Agreement or any applicable Service Order, which accrued before such termination or expiration will be immediately due and payable. If LEA terminates this Agreement prior to the expiration of the Term, other than for cause, it shall be considered a breach of this Agreement, and LEA shall pay a cancellation fee of (i), if the Service Order provides for a Weekly Dedicated Hours, a

fee equal to the product of eight (8) and the Weekly Dedicated Hours or (ii), if the Service Order provides for Flexible Hours fee, the product of (aa) \$750 and (bb) the number of students who have received Services the 60 days before termination ("Termination Liquidated Damages Amount") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section 15 are difficult to estimate on the effective date hereof and would be difficult for Presence to prove. The parties intend that LEA's payment of the Termination Liquidated Damages Amount would serve to compensate Presence for LEA's breach of its obligations under this Section 15, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

16. INSURANCE. Presence will provide LEA with a copy Certificate of Insurance that shows Presence's insurance limits in all respects. Presence's COI supersedes any other insurance requirements.

17. INDEPENDENT CONTRACTOR. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and Presence shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by Presence to perform any services for the LEA. If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of Presence, Presence may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. CONFLICTS OF INTEREST. Presence and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with Presence if the attorney or advocate is employed or contracted by the Presence, or will receive a benefit from the Presence or otherwise has a conflict of interest.

19. NON-DISCRIMINATION. Presence shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

20. FREE AND APPROPRIATE PUBLIC EDUCATION. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence. Presence shall make no charge of any kind to parents for the services being provided by Presence (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

21. PRIMARY SUPPORT PERSON. LEA agrees to ensure that an adult primary support person (a "PSP") will be present wherever the services are being delivered, provided, that, if the Services are being delivered in a school setting, LEA will ensure that the PSP shall have a signed authorization by the parent or legal guardian to authorize emergency services as requested. The duties and responsibilities of the PSP can be found at <https://presence.com/welcome-primary-support-person/>.

22. CALENDARS. Presence shall be provided with a LEA-developed/approved calendar. Presence herein agrees to observe holidays as specified in the LEA-developed/approved calendar. Presence shall provide Services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, Presence shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. Indirect services such as documentation may be provided outside of days or times in which school is in session.

23 DATA REPORTING. Upon LEA's request, Presence shall provide to LEA data related to student information and billing information concerning the Services provided pursuant to this Agreement. LEA may request that Presence utilize the Special Education Information System ("SEIS") or comparable system approved by the LEA and SELPA for all IEP

development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide Presence with appropriate software, user training and proper internet permissions to allow adequate access of any systems LEA requests Presence to use.

24. MANDATED ATTENDANCE AT LEA MEETINGS. Presence, through an employee, agent and/or Clinical Staff may attend LEA mandated meetings concerning Services provided pursuant to this Agreement by phone or video conference, at Presence's sole discretion. LEA shall provide Presence with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

25. IEP TEAM MEETINGS. Presence, through an employee and/or Clinical Staff at its sole discretion, shall participate in all annual IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. Presence, through an employee and/or Clinical Staff at its sole discretion, may attend IEP team meetings by phone or by video conference. Presence shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement. It is understood that the Presence shall utilize the approved electronic IEP system of the LEA ("Approved System"), such as the SEIS for all IEP planning and progress reporting. LEA or the SELPA shall provide training for Presence to assure access to the Approved System. Presence shall maintain confidentiality of all IEP data on the Approved System and shall protect the password requirements of the system. When a student disenrolls or ceases receiving Services pursuant to this Agreement from Presence, Presence shall discontinue use of the Approved System for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP.

26. DUE PROCESS PROCEEDINGS. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, may participate in special education due process proceedings including mediations and hearings concerning Services provided pursuant to this Agreement, as may be requested by LEA. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, will make all commercially reasonable attempt to participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

27. LEA STUDENT PROGRESS REPORTS. On written request by LEA, Presence shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning for which Presence is providing Services pursuant to this Agreement. A copy of any progress reports shall be maintained by Presence and shall be submitted to the LEA within 10 days of request. Presence shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. Presence shall provide this data supporting progress within a commercially reasonable period. Presence is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services for which Presence is providing pursuant to this Agreement.

28. LEA STUDENT CHANGE OF RESIDENCE. If Presence has actual knowledge of LEA student's change of residence, Presence will notify LEA. It is understood by the Parties, that Presence provides Services virtually and therefore will unlikely be able to ascertain LEA student's location. Presence depends on LEA knowing the LEA student's residence and any changes thereto.

29. PROFESSIONAL CONDUCT. It is understood that all Presence's employees, agents, and Clinical Staff shall adhere to customary professional standards when providing Services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Except as otherwise expressly set forth herein, Services are provided "as is" without any warranty and Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

30. PRESENCE PROPRIETARY RIGHTS. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence.

31. MONITORING. Presence shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

32. CLEARANCE REQUIREMENTS. Presence shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Presence's employees and Clinical Staff, who have contact with LEA Students. Presence hereby certifies that it will only place Presence's service providers with LEA that have not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or Clinical Staff's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). In addition, with regard to employees and Clinical Staff who will have direct contract with LEA students, Presence shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

33. CLINICAL STAFF. In addition to employee service providers, Presence may engage independent contractors to provide the Services ("Clinical Staff"), and Presence will ensure that all Clinical Staff meet all requirements for licenses, clearances, and qualifications required by the CDE and this Agreement. Presence shall remain fully responsible for any and all of its obligations under this Agreement.

34. STAFF QUALIFICATIONS. Presence shall ensure that all of Presence's employees and Clinical Staff who provide Services to LEA pursuant to this Agreement hold the required credentials and state License consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

a. The term "credential" means a valid License, as defined below, or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

b. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

Such qualified employees and Clinical Staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. Presence shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. At LEA's request, Presence shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education related services of employees and Clinical Staff who will be providing services to LEA students pursuant to this Agreement.

35. SERVICE PROVIDER ABSENCE. When Presence's service provider is absent, Presence shall notify LEA and arrange for a "make-up" session. Presence will provide to LEA documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. Should a service provider take a leave of absence, then the Presence will attempt to provide a qualified

substitute to take over the services to the student. Presence shall not “bank” or “carry over” make-up service hours under any circumstance, unless otherwise agreed to in writing by Presence and authorized LEA representative. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (“SELPA”) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Agreement, unless otherwise specified in this Agreement.

36. HEALTH AND SAFETY. Presence shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Presence shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of Presence’s employees and volunteers for tuberculosis.

37. INCIDENT/ACCIDENT REPORTING. Presence shall submit within 24 hours, electronically, any accident or incident report to the LEA. Presence shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

38. CHILD ABUSE REPORTING. Presence and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

39. SEXUAL HARASSMENT. Presence shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the Presence’s policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. Presence further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

40. STUDENT ABSENCES. Presence shall notify LEA of the no-show or unplanned absence of an LEA student no later than the fifth consecutive service day of the student’s absence or as specified in the LEA Procedures.

41. INSPECTION AND AUDIT. Presence shall maintain, and the LEA shall have the right to request access to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. All records shall be provided to LEA by electronic means or, at LEA’s request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

42. INVOICE. In consideration for the Services, LEA agrees to pay Presence, in accordance with the fees identified on the Service Order upon receipt of invoices and any related documents. All undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus Presence’s reasonable costs of collection.

43. FEES. In consideration for the Clinical Services, LEA agrees to pay Presence, in accordance with the fees identified on the Service Order, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus Presence’s reasonable costs of collection. Fees for Clinical Services include the use of Platform for LEA’s student users and staff (collectively, “Authorized Users”).

- a. Annual Flat Fee. The Service Order may provide for the payment of all, or a portion of, the Fees set forth in the applicable Service Order upon execution of the Agreement, if so, all such Fees shall be non-refundable.
- b. Weekly Dedicated Hours.

i. *Dedicated Services Period; Available Clinicians.* The Service Order may provide for a specified number of hours per week (collectively, "Weekly Dedicated Hours") of dedicated Clinical Services (collectively, "Weekly Dedicated Services") for a specified number of weeks (the "Dedicated Services Period"). During the Dedicated Services Period, LEA will be charged for the Weekly Dedicated Hours for Clinicians qualified to provide the applicable Clinical Services within California (each, an "Available Clinician"). Presence may reduce the number of weekly dedicated hours upon sixty (60) days' notice to LEA.

ii. *Additional Verifications and Credentialing.* If LEA requires an Available Clinician to obtain any additional verifications or credentials (such as Board of Education certifications), (i) LEA must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed using Weekly Dedicated Hours, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at LEA's sole cost and expense.

iii. *Initial Assessments.* Weekly Dedicated Services shall include initial assessments for the applicable Weekly Dedicated Services and all such initial assessments shall be conducted within the Weekly Dedicated Hours.

iv. *Speech-Language Pathology Therapy Specializations.* Speech-language pathology Weekly Dedicated Services shall include Services for students requiring Augmentative Alternative Communication (AAC), American Sign Language (ASL), Deaf and Hard of Hearing (DHH), and Visually Impaired (VI) assistance.

v. *Additional Services.* Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in the Service Order. Any assessments conducted outside of Weekly Dedicated Hours shall be invoiced on a per component basis at the applicable rates set forth in the Service Order.

c. Flexible Hours.

i. *Flexible Hourly Services.* The Service Order may provide for flexible hourly services ("Flexible Hourly Services") for a particular Clinical Service, the applicable Fees for which shall be based on a per hour, per Clinician basis.

ii. *Additional Verifications and Credentialing.* If LEA requires any Clinician providing Flexible Hourly Services to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) LEA must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed at the applicable hourly rate, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at LEA's sole cost and expense.

iii. *Clinician Availability.* Presence will use commercially reasonable efforts to provide the Flexible Hourly Services throughout the Service Order Term.

iv. *Unplanned Student Absences.* If LEA cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), LEA agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be invoiced at the applicable rate set forth in the Service Order.

- d. Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., occupational therapy, Psychoeducational, speech-language pathology, etc.). The applicable rates for assessments will be set forth in the Service Order.
- 1.1. Assessment Commitment. Except with respect to Psychoeducational Assessments, the Service Order may specify a minimum assessment fee (the "Assessment Commitment Fee") for (i) behavioral and mental health assessments (each, a "BMH Assessment" and, collectively, "BMH Assessments"), (ii) occupational assessments (each, an "OT Assessment" and, collectively, "OT Assessments"), and/or (iii) speech-language pathology assessments (each, an "SLP Assessment" and, collectively, "SLP Assessments") for the Service Order Term. Screenings, review of records, and evaluations may count towards the Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment Fee with the actual fees billed for the applicable BMH Assessments, OT Assessments, and/or SLP Assessments, and LEA will be invoiced for the difference between the Assessment Commitment Fee and the actual assessment fees billed. After the LEA has met the Assessment Commitment Fee, additional Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.
- 1.2. Psychoeducational Assessment Commitment. The Service Order may specify a minimum fee (the "Psychoeducational Assessment Commitment Fee") for psychoeducational assessments (each, a "Psychoeducational Assessment" and, collectively, "Psychoeducational Assessments") for the Service Order Term. At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed. After LEA has met the Psychoeducational Assessment Commitment Fee, additional Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.
- e. Program Implementation Fee. Each Service Order will include a Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.
- f. Service Coordination Fee. Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to Clinicians.

44. SEEKING PAYMENT FROM OUTSIDE SOURCES. Presence will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. Presence shall not seek payment from parents for the services being provided by Presence (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement) or the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.

45. EQUIPMENT. Presence is not responsible in providing the LEA's students with any equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets. It will be the responsibility of LEA that its students have all appropriate equipment necessary to receive Services, including internet. LEA may purchase equipment from Presence as specified in the Equipment Schedule.

46. SUPPORTING DOCUMENTATION. LEA agrees to provide all pertinent school records in a timely manner to enable Presence to begin providing Clinical Services.

47. SERVICE PROVIDER CONVERSION; CONVERSION FEE.

47.1 Service Provider Conversion. During the Term of this Agreement, LEA may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence service providers except in accordance with the terms set forth in this Section 47.

47.2 Conversion Fee. During any Term, and for a period of twelve months thereafter, LEA shall notify Presence of its intent to offer employment to any Presence service provider not less than ten (10) calendar days prior to offering such employment (any service provider that accepts such offer of employment, a "Converted Service Provider"). Upon the date a Converted Service Provider commences employment with LEA (the "Conversion Effective Date"): (i) the Converted Service Provider shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Service Provider utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the Term and (ii) LEA shall pay Presence a fee of \$20,000.

48. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, Presence shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and Clinical Staff ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of Presence, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). To the fullest extent allowed by law, LEA shall indemnify and hold Presence and its Board Members, administrators, employees, agents, attorneys, and Clinical Staff ("Presence Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding Presence and/or any Presence Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will Presence be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if Presence knew or should have known of the possibility of such damages. Presence's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to Presence during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Presence would not enter into this Agreement. LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

49. REPRESENTATIONS. LEA hereby represents and warrants to Presence as follows:

- a. LEA has the right, power, and authority to enter into and perform its obligations under this Agreement;
- b. LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement;
- c. the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA;
- d. this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies;

- e. the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof;
- f. LEA will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes Presence or its employees, agents or Presences from complying with any applicable law;
- g. that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "Student Records") prior to LEA's providing Presence with access to such Student Records;
- h. that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of Services in no way replaces or substitutes for the professional judgment of LEA or a service provider;
- i. that prior to receiving services, LEA will provide Presence with the conditions described in the technical specifications available at <https://www.presencelearning.com/tech-requirements/>, and other conditions as set forth by Presence, and that if LEA does not provide Presence with the specified conditions, as determined by Presence in its sole discretion, within 30 days of the beginning of a Term, Presence does not guarantee sufficient service provider availability to provide Services; and
- j. that LEA acknowledges that Presence is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Student Records made available to it pursuant to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PRESENCELEARNING, INC:	LEA:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the "Equipment Purchase Schedule") is incorporated and made part of the Agreement between PresenceLearning, Inc ("Presence") and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively "Equipment") from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. HARDWARE AVAILABLE FOR PURCHASE. LEA may, at LEA's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$100.00

LEA is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presence.com/tech-requirements/>.

2. WISC-V AND WAIS-IV KITS.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits If LEA has access to WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a "Test Kit") from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. LEA understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, LEA must arrange for the return of the Test Kit directly to LEA. On a quarterly basis, LEA will acknowledge and confirm to Presence that the Test Kits are in LEA's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a LEA's student once it has been used.

3. OT KITS. LEA may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. DELIVERY AND DELIVERY ADDRESS; TITLE; RISK OF LOSS.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by LEA. LEA is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If LEA provides an incorrect address, then LEA will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to LEA.

4.2 FOB. Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to LEA upon delivery.

4.3 Delivery Dates. All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by LEA.

5. INSPECTION OF GOODS. LEA has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. FEES; PAYMENT. LEA agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. LEA is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. DISCLAIMER OF WARRANTY. Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

8. DELAY OR FAILURE TO PERFORM. Presence will not be liable to LEA for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.

SPECIALIZED STUDENT TRANSPORTATION SERVICE AGREEMENT

This Specialized Student Transportation Service Agreement ("**Agreement**") is entered into between ADROIT Advanced Technologies, Inc., a Delaware corporation ("**ADROIT**"), and Kashia Elementary School district ("**Client**") and represents a mutual understanding and agreement between the Parties whereby ADROIT agrees to arrange and coordinate the provision of specialized transportation on behalf of Client for its students and passengers ("**Riders**"). ADROIT and Service Provider may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". In this Agreement, the words "including" and "include" mean "including, but not limited to".

WHEREAS, ADROIT operates online platforms and mobile applications (collectively, "Platform") and arranges for professional specialized student transportation driver services for its clients.

WHEREAS, Client seeks assistance in procuring professional driver services for specialized student transportation, as well as other related services and features in support of such transportation.

WHEREAS, ADROIT and Client enter into this Agreement to set forth the scope and nature of the services to be provided by ADROIT.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term

The initial term of this Agreement shall commence on May 20, 2025, and end on June 30, 2026 ("**Initial Term**") and shall, unless terminated by either Party in accordance with the provisions of this Agreement, automatically renew for successive twelve (12) month periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Unless otherwise agreed in writing between the Parties, for each successive Renewal Term, a price increase of 3% or the annual rate of inflation, whichever is greater, will be applied to the services and fees set forth in **Exhibit A**. Except as expressly modified herein, each Renewal Term shall otherwise be governed by the same terms and conditions in effect at the end of the immediately preceding term.

2. Operating Model

- a. ADROIT arranges the provision of specialized student transportation through vetted professional service providers ("**Providers**") carefully selected by ADROIT. In this Agreement, the service provided by Providers

is referred to as "**Provider Services**".

- b. ADROIT itself does not, directly or through third parties, provide any driver services and, accordingly, ADROIT will not be providing such services. Instead, ADROIT's service involves procuring Provider Services and operating its Platform to support its arrangement between Client and Provider. In this Agreement, the service provided by ADROIT is referred to as "**Services**".

3. Provider Standards

- a. ADROIT shall have a written contract with each Provider under which each Provider must: (i) be fully registered, licensed and insured to provide Provider Services in accordance with applicable law; (ii) ensure that all drivers providing specialized student transportation under this Agreement ("**Drivers**") are duly licensed to provide such service; (iii) ensure all vehicles used to provide specialized student transportation under this Agreement ("**Vehicles**") comply with all insurance, permitting, registration, and license requirements under applicable law, regulation or ordinance; (iv) ensure all Vehicles comply with applicable safety requirements, including required inspections, functioning safety belts for passengers, and any other safety requirements; and (v) perform Provider Services in accordance with the terms of this Agreement. ADROIT shall enter into a written agreement with each Provider to ensure adherence to the foregoing terms.
- b. Each Driver shall undergo and successfully pass a comprehensive background check confirming the absence of any felony convictions or pleas of nolo contendere, as well as any misdemeanor involving moral turpitude, including but not limited to offenses involving minors, sexual misconduct, firearms, controlled substances, human trafficking, abuse, or violence. The background check shall, at a minimum, include a review of the individual's Department of Motor Vehicles (DMV) records from the applicable state licensing authorities and criminal history reports, including fingerprint-based checks conducted through the U.S. Department of Justice and the Federal Bureau of Investigation databases. The scope of the background check shall cover the longer of: (i) seven (7) years, (ii) the period required under applicable law, or (iii) the period required under Client's standards (which shall be set forth in Exhibit B), unless the maximum period permitted by applicable law is shorter, in which case such legal maximum shall apply.

- c. At Client's request, Client may review the current roster of Drivers that Service Provider has deemed qualified to perform Trips under this Agreement. If Client has a good faith basis to believe that any Driver is not properly licensed or otherwise fails to meet applicable legal requirements or Client-specific standards, Client may, in its sole discretion, request that such Driver be excluded from performing Trips under this Agreement.

4. Services

- a. ADROIT offers various service types ("**Service Types**"), including those more fully described in **Exhibit A, Service Types, Rates, and Charges**.
- b. ADROIT is responsible for establishing the most efficient routing for all Riders, individually and collectively. Typically, a one-way trip ("**Trip**") will consist of Riders from a single client ("**Standard Trip**"). In some situations, to achieve efficiencies and cost-savings for clients ADROIT may offer to coordinate Trips shared by Riders of neighboring clients ("**Multi-Client Trips**").
- c. At all times, ADROIT's performance under this Agreement, including the vetting of Service Providers, shall comply with all applicable laws, regulations, and ordinances, including Senate Bill #88 (Cal. Educ. Code § 39875, *et seq.*) and M.G.L. c. 90, § 7B. ADROIT will maintain records of all applicable requirements, including updated, revised, or modified reports and documents, which shall be available for inspection by any local educational agency or any state regulatory agency at any time.
- d. ADROIT's proprietary routing software determines optimal Trip routes based on a variety of factors, including Rider requirements. ADROIT shall retain sole discretion over the establishment and modification of all Trip routes, whether for individual or multiple Riders. Routes may be amended unilaterally by ADROIT at any time to ensure continued service optimization.
- e. If a Driver attempts to pick up a Rider, but the Rider is not present within three (3) minutes from the scheduled pick-up time, and neither Client nor the Rider's authorized parent, caretaker, or guardians (collectively, "**Guardian**") has provided prior notice of the Rider's unavailability in accordance with this Agreement, the Rider will be deemed a "**No-Show**", and the Driver will be under no obligation to continue waiting for such Rider. If a morning Trip involves a single Rider that is a No-Show, the Rider's afternoon Trip will remain scheduled unless Client or Guardian

notifies ADROIT to cancel the afternoon Trip and subject to the Late Cancellation policy set forth below.

- f. ADROIT shall assign a primary point of contact to Client. The primary point of contact's responsibilities include: (i) ongoing review and reports of Client's operations, (ii) providing training and instruction on Client-specific requirements; (iii) dealing with any ADROIT Platform issues or queries, and (iv) providing a point of escalation for any significant issues encountered by Client.
- g. ADROIT shall notify Client if a Rider's behavior is aggressive, erratic, or otherwise extreme, or if servicing the Rider presents significant operational challenges ("**Hard to Serve**"). The Parties shall work in good faith to reach a mutually acceptable agreement regarding revised service terms and conditions applicable to the Hard to Serve Rider, which may include additional compensation. If no such agreement is reached in writing, ADROIT reserves the right to decline service for the Hard to Serve Rider.
- h. ADROIT offers to arrange the provision of various types of safety equipment, including Buckle Guards, Safety Vests, Car Seats, and Booster Seats (collectively, "**Safety Equipment**"). If Safety Equipment is provided, the Driver shall be responsible for properly securing the Safety Equipment to the Vehicle.
- i. An attendant / monitor ("**Attendant**") may accompany a Rider during a trip. ADROIT offers to arrange an Attendant on behalf of clients ("**Provided Attendant**"), or Client may provide its own Attendant ("**Client Attendant**"). All Provided Attendants shall undergo and successfully pass the same background checks required for Drivers under this Agreement.
- j. Any other Client-specific requirements related to ADROIT's Services, including Driver qualifications and standards, Vehicle specifications, or any other operational requirements, shall be set forth in **Exhibit B, Client-Specific Requirements**, incorporated herein by reference.

5. Platform Use

- a. In providing its Service, ADROIT uses its Platform which includes four interconnected components that work together:

Service Provider Portal: A web-based application that enables Providers to respond to Trip Requests and access ADROIT's tools including schedules, and driver, route, and trip information.

Client Portal: A web-based application that allows clients to make Trip Requests, enter student and school data, monitor all transactions concerning the client's account, cancel rides, communicate with ADROIT's administrators, review reports and invoices, and more.

ADROIT Guardian: ADROIT's mobile application that enables Guardians to monitor Riders, cancel rides, and communicate with ADROIT.

ADROIT Driver: ADROIT's mobile application that enables real-time monitoring, communication, and provides insights into the safety of each Trip.

Client acknowledges and understands that use of the Platform is subject to ADROIT's Terms of Use ("**TOU**") available at <https://www.goadroit.com/>. The TOU, as amended from time to time, are hereby incorporated by reference.

- b. Client acknowledges and understands that Guardians must use ADROIT Guardian to receive ADROIT-generated notifications regarding a Rider, including pick-up and drop-off times, route updates, and other important information. ADROIT is not obligated to place courtesy calls to Guardians who are unwilling or unable to use the ADROIT Guardian app. Such Guardians shall be responsible for regularly obtaining their Rider's transportation information by contacting ADROIT directly.
- c. Client must identify each Client representative that will be authorized as a full access "**Admin User**" through Client's Portal. Any actions taken by an Admin User shall constitute actions and elections by Client. Client represents and warrants that all Admin Users have sufficient authority, agency and rights to take any actions, make elections and incur charges on behalf of, and legally bind Client, including submission of Requests.

6. Initial Trip Requests, Modifications, Cancellations, and No-Shows

a. Generally

- i. During the Term, Client may submit initial requests for ADROIT to arrange and coordinate Rides on behalf of specific Riders ("**Trip Requests**"), as well as requests to modify ("**Modification Requests**") the terms of accepted Trip Requests ("**Accepted Requests**").

- ii. While ADROIT will strive to accommodate all Trip Requests, Modification Requests, and Client preferences, including specific Service Types, pick-up times, and route requests ("**Preferences**", together with Trip Requests and Modification Requests, "**Requests**"), fulfillment is subject to Riders' needs, Vehicle availability, and other operational considerations. ADROIT retains full discretion in determining whether a Request can be met or would impose an undue burden, and ADROIT is under no obligation to accept or grant a Request. ADROIT recommends, at a minimum, 72 hours' notice to fulfill any Request.
- iii. Client or Guardians may initiate Requests or cancellations either through the Platform or by contacting ADROIT via telephone at (888) 778-3413.

b. Initial Trip Requests

- i. The details of the Trip Request, including the participating Rider, the pick-up and drop-off locations, and other Preferences will be stated by Client through the Platform.
- ii. ADROIT shall be deemed to accept a Trip Request, thereby converting it to an Accepted Request, upon assigning a Driver to the Trip Request through the Platform.
- iii. Each Accepted Request, incorporated herein by reference, constitutes a separate agreement between the Parties whereby ADROIT agrees to fulfill the Trip Request in accordance with its terms, and Client agrees to compensate ADROIT pursuant to the terms of this Agreement.

c. Cancellations

- i. A Trip involving a single Rider may be cancelled at no cost if ADROIT is provided at least two (2) hours' advance notice prior to the Rider's scheduled pick-up time ("**Free Cancellation Window**"). If the Trip involves multiple Riders, there will be no change to the total cost.
- ii. Client may temporarily cancel ("**Temporary Cancellation**") service to a specific Rider for several days. An Accepted Request remains valid while a Temporary Cancellation is in effect, and the Rider's seat and route assignment will remain reserved. If the Temporary

Cancellation relates to a route involving a single Rider, no charges will apply subject to the Free Cancellation Window terms. If the Temporary Cancellation relates to a route involving multiple Riders, the Temporary Cancellation will have no impact on the total amount due. ADROIT will strive to accommodate a Temporary Cancellation for several days, but if ADROIT, in its sole discretion, deems any Temporary Cancellation period excessive, ADROIT may convert the Temporary Cancellation to a Permanent Cancellation, as that term is defined below.

- iii. Client may permanently cancel an Accepted Request ("**Permanent Cancellation**"). If the Permanent Cancellation relates to a route involving a single Rider, the Driver will become immediately available to service other routes. If the Permanent Cancellation relates to routes involving multiple Riders, the affected Rider will be removed from the Driver's route, and the vacated seat may be immediately available to another Rider, including through the consolidation of existing routes.

7. Fee Structure, Rates, and Charges

- a. The rates and charges for the Services performed under this Agreement, including the Services involving Multi-Client Rides, shall be in accordance with the rates and charges set forth in **Exhibit A**.
- b. Mileage charges are calculated using driving distance data from a third-party mapping provider (e.g., Google Maps, MapQuest, or Apple Maps), based on the fastest route available. Total mileage is rounded up to the nearest whole mile. Mileage incurred when an attendant / monitor "Attendant" is being transported in a Vehicle without a Rider, whether a Client Attendant or Provided Attendant, shall be included in the calculation of charges.
- c. ADROIT shall be entitled to full compensation for any No-Shows and any canceled rides in which notice was not submitted within the Free Cancellation Window.
- d. For Multi-Client Trips, ADROIT allocates fees by first calculating the total amount each participating client would have paid had their Trips been performed separately as Standard Trips ("**Cumulative Standard Fee**"). Each client's share of the actual Multi-Client Trip cost is then determined based on their proportion of the Cumulative Standard Fee. By way of

example, if Client A's Standard Trip would have cost \$90 and Client B's \$100, the Cumulative Standard Fee would be \$190. Client A would be responsible for 47.37% ($\$90 \div \190) and Client B for 52.63% ($\$100 \div \190) of the Multi-Client Trip cost. If the total Multi-Client Trip cost is \$110, Client A would pay \$62.57, and Client B would pay \$69.43. ADROIT reserves the right to apply a coordination fee of up to 20% to each client's allocated portion of the Multi-Client Trip cost.

8. Invoicing and Payment

- a. At the beginning of each month, ADROIT shall submit to Client an invoice for all Services provided during the prior month in accordance with the agreed upon payment terms. A detailed summary of all invoiced Services will be available to Client at all times through the Client Portal.
- b. Client shall pay or otherwise reasonably dispute an invoice within thirty (30) days of receipt. If Client fails to make payment within this period, a late payment fee equal to three percent (3%) of such past due sum will be assessed for each month late, and that late payment fee is to be added on one of the following invoices in ADROIT's favor.
- c. All invoice disputes must be submitted in writing in accordance with the Notification requirements under this Agreement. Any dispute that is made later than thirty (30) days after the Client receives an invoice shall be invalid.

9. Client Obligations and Representations

- a. Client shall: (i) ensure the booking details are complete and accurate, including dates, pick-up times, pick-up and drop-off locations, and necessary Safety Equipment; (ii) co-operate with ADROIT in all matters relating to the Services and Provider Services, including performing any further acts and signing and delivering any further documents that are reasonably necessary to carry out the provisions of this Agreement, (iii) ensure that it only allows authorized individuals to access and use the Services on its behalf, (iv) communicate to ADROIT changes to schedules, calendars, and transportation requests in a timely manner, and (v) grant Providers access to Client's premises, sites and other locations as reasonably required to perform the Provider Services.
- b. While the Driver is responsible for properly securing Safety Equipment to

the Vehicle, Client and Guardian shall be primarily responsible for the physical loading and unloading of Riders, as well as securely fastening Riders into the Safety Equipment and Vehicle. This division of responsibility helps maintain clear roles, supports Rider safety and comfort, and ensures consistency in the transportation process. If a Driver provides assistance with physical loading, unloading, or securing a Rider, whether required by circumstances or directed by the Client or Guardian, the Client shall be deemed to have given prior consent.

- c. ADROIT offers to arrange transportation in Vehicles with rear-facing dashcams that allow Guardians to monitor Riders during a Trip. Client shall be responsible for ensuring it has obtained all consents required related to the use of such dashcams in Vehicles. By requesting the use of dashcams in Vehicles, Client certifies it has obtained all necessary consents. Additional terms and conditions regarding the use of dashcams shall be negotiated between the Parties and set forth in Exhibit B.
- d. Client represents, warrants and undertakes that: (i) it has the power and is duly authorized to enter into, perform and comply with its obligations under this Agreement; (ii) this Agreement is executed by one of its authorized representatives; and (iii) it monitor access to and maintain the security of its Client Portal.
- e. Client shall be responsible for any excessive damage to Vehicles caused by its Riders.
- f. Client is responsible for monitoring Riders' attendance and informing ADROIT of any changes to Riders' transportation, including removing a Rider from a route for multiple No-Shows.

10. Termination

- a. The initial Term shall be automatically extended for successive additional twelve (12) month periods unless, at least thirty (30) days prior to the end of the current Term one Party has notified the other in writing that the Agreement shall expire at the end of the current Term.
- b. This Agreement shall automatically terminate on the occurrence of the dissolution, bankruptcy, or insolvency of either Party.
- c. In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party fails to cure such material breach, if curable, within thirty (30) days after the

non-breaching Party provides written notice of the alleged breach.

11. Insurance

ADROIT holds, and shall continue to maintain in full force and effect during the Term the insurance specified below:

- a. Commercial General Liability: Combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, covering both bodily injury and property damage.
- b. Motor Vehicle Liability: Combined single limit of not less than \$1,000,000 per occurrence, covering both bodily injury and property damage.
- c. Sexual Abuse and Molestation Liability: Combined single limit of not less than \$1,000,000 per occurrence.
- d. Workers' Compensation: Limits in accordance with the statutory requirements of the applicable jurisdiction.
- e. Employers' Liability: Limits of not less than \$1,000,000.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. An umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of Client before Client's own insurance or self-insurance shall be called upon to protect it as a certificate holder.

12. Indemnification

- a. ADROIT hereby agrees to indemnify and hold Client, its board members, employees, agents, officers, and assigns free and harmless from and against all claims, causes of action, liabilities, damages, expenses, and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by Client and/or ADROIT and/or any Rider(s), in connection with the negligent provision of the Services that are to be provided by Providers and Drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of ADROIT or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off Client property.

- b. Client hereby agrees to indemnify and hold ADROIT, its directors, employees, agents, officers, and assigns free and harmless from and against all claims, causes of action, liabilities, damages, expenses, and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by ADROIT and/or any Rider(s), and allegedly caused by any act, neglect, fault or omission on the part of Client, its employees, agents, affiliates and independent contractors in connection with the Services, whether or not said injury or damage occurs on or off Client property.

13. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, ADROIT shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of Client. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the Parties to this Agreement with each other. ADROIT understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by Client to its employees. ADROIT shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties, or other sums due thereon and shall indemnify; and hold Client, its Board Members, Officers, employees and agents free and harmless therefrom.

14. Non-Solicitation

Client agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Client will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other people who have performed services for ADROIT at any time during the term of this Agreement.

15. Notices

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or e-mail transmission, and shall be deemed received upon the date of receipt thereof.

If to Client:

Kashia Elementary School district

P.O. Box 129
Stewarts Point, CA 95480.
Email: frances@kashiaesd.org

If to ADROIT: ADROIT Advanced Technologies, Inc.
10235 W Little York Rd. Ste 200
Houston, TX 77040
Email: care@goadroit.com

16. Confidentiality and Non-Disclosure

- a. In connection with the services provided under this Agreement, a Party ("**Receiving Party**") may receive, have access to, or otherwise obtain confidential or proprietary information of the other Party ("**Disclosing Party**"), including student records, personally identifiable information (PII), educational or medical information, operational procedures, pricing, route information, and any other non-public information disclosed in any form, whether written, oral, or electronic ("**Confidential Information**").
- b. The Receiving Party agrees to comply with all applicable laws and use all reasonable efforts to maintain the confidentiality of all confidential information and to use such information solely for the purpose of fulfilling its performance under this Agreement. The Receiving Party shall not disclose confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees, agents, or subcontractors who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those contained herein.
- c. The obligations under this Section shall not apply to information that (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was already in the Receiving Party's possession without restriction at the time of disclosure; or (iii) is lawfully obtained by the Receiving Party from a third party not under any obligation of confidentiality.

17. Dispute Resolution

- a. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Texas and in the event of any disagreement or dispute, the laws of Texas shall apply and suit must be brought in exclusively in the state or federal courts serving Texas as each

Party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement and waive any and all defenses to jurisdiction of or venue in such courts.

- b. In the event that either Party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing Party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Entire Agreement

This Agreement, together with all exhibits attached hereto and incorporated by reference, constitutes the entire agreement between the Parties with respect to the specialized transportation services provided. No amendment or modification shall be effective unless in writing and signed by a duly authorized representative of both Parties. In the event of any conflict or inconsistency among the terms comprising this Agreement, the terms shall control in accordance with the following order of precedence of terms, the following order of priority, from highest to lowest, will apply: Exhibit B, Exhibit A, Agreement, TOU.

19. Waiver

The waiver by either Party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

20. Severability

In the event any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected. The Parties agree to replace such ineffective provision, if any, by a valid provision that comes closest to the legal and economic intention of such ineffective provision.

[Signature Page to Follow]

NOW, THEREFORE, the Parties hereby cause this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

ADROIT

CLIENT

Signature: _____

Signature : _____

Printed: Ryan King

Printed: _____

Title: Vice President of Operations

Title: _____

Date: _____

Date: _____

Exhibit A
Rates & Charges

Service Types, Rates and Charges

ADROIT's total compensation is calculated on a per-Trip basis. To clarify, a morning ride involving multiple Riders constitutes a single Trip. However, if a Driver operates the same route in both the morning and afternoon, the Driver performed two Trips because each leg constitutes a distinct Trip. The total cost of a single Trip is determined using the following formula:

$$\text{Base Fee} + \text{Variable Fee (if applicable)} + \text{Optional Services Fee (if applicable)} + \text{Additional Charges (if applicable)}$$

Service Types	Description	Fee
Base Fee		
Standard Vehicle	Up to three (3) students may be transported per Vehicle.	\$85 / Trip
Large Vehicle	Up to five (5) students may be transported per Vehicle.	\$95 / Trip
Accessible Vehicle	Transportation requiring a wheelchair accessible vehicle.	\$150 / Trip
Variable Fee (if applicable)		
Extended Mileage	Applies to each Trip mile after the first ten (10) miles, rounded up to the next full mile.	\$3 / mile
Fuel Surcharge	Applies when the average fuel price as set forth in the U.S. EIA fuel price index at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm exceeds \$5 per gallon. The fee is based on the difference between the average fuel price in Client's jurisdiction and \$5 ("Surcharge"). The Surcharge applies to all Trip miles.	50% Surcharge / mile
Optional Fee (if applicable)		
Safety Equipment	Provider-furnished Safety Equipment (e.g., Buckle Guards, Safety Vests, Car Seats, Booster Seats, and more).	\$5 / unit
Provided Attendant	A 2-hour minimum charge applies to a Provided Attendant. Except as otherwise stated in this Agreement, no fee applies to a Client Attendant.	\$40 / hour
Cameras	Transportation in Vehicles with rear-facing dashcams. As set forth in the terms of the Agreement, by electing this service, Client certifies it has obtained all necessary consents related to the use of dashcams in Vehicles.	\$3 / Trip
Additional Charges (if applicable)		
Wait Time	When requested by the Client, a Driver may wait at the pick-up location for longer than five (5) minutes. In such cases, a Wait Time Fee will apply. Wait Time Fees are charged in fifteen (15) minute increments ("Block"), rounded up to the next full Block.	\$15 / Block
Tolls & Fees	Any unavoidable tolls or other fees, e.g., parking, incurred during Trip.	Full Reimbursement
Hard to Serve Fee	Only applicable to the extent the Parties agree to a special rate for a particular Rider in accordance with the Agreement.	TBD

Exhibit B
Client-Specific Requirements