

Agenda
Governing School Board
Wednesday, March 13, 2019
4:00 p.m.
Office, Kashia School District

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

Glenda Antone _____

Frances Johnson _____

Maxine Barboza _____

Peter Tufele _____

Charlene Pinola _____

Patti Pomplin _____

2. Approval of Agenda

3. Public Comment on Non Agenda Items (Limit 5 Minutes)

Public comment on any item of interest to the public that is within in 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. Communication

Shawna Shepley – CDE – J13a Denial

5. Consent Agenda

5.1 Approval of Minutes from February 13, 2019 and February 27, 2019

5.2 Approval of Warrants for February 2019

6. Reports and Communications

6.1 Governing Board Members

6.2 Superintendent

6.3 Teacher

6.4 Business Manager

6.5 PTO

7. Items Scheduled for Information and Discussion

7.1 Drinking Water for Schools Implementation Grant

8. Items Scheduled for Discussion and Action

8.1 Approve 2018-19 2nd Interim Report

8.2 Approve Updated 2018-19 School Calendar

8.3 Approve J13a for February 27-28, 2019 Power Outage/Slide

8.4 Approve Board Policies

BP 3290 Gifts, Grants and Bequests

BP 3300 Expenditures and Purchases

BP 3311 Bids

AR 3311 Bids

BP 3312 Contracts

AR 3516.1 Fire Drills and Fires

AR 3516.3 Earthquake Emergency Procedure System

Kashia School District

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

Kashia School District Agenda March 13, 2019 Continued

BP 3516.5 Emergency Schedules
BP 3517 Facilities Inspection
BP 3530 Risk Management/Insurance
AR 3530 Risk Management/Insurance
BP 3600 Consultants

9. Items Scheduled for Future Board Meetings

- 9.1 Board Policies
- 9.2 Staff Handbook
- 9.3 Tentative 2019-20 Budget

10. Adjournment

Next Regular Board Meeting, Wednesday, April 10, 2019



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

March 4, 2019

Frances Johnson, Superintendent
Kashia Elementary School District
P.O. Box 129
Stewarts Point, CA 95480-0129

Dear Superintendent Johnson:

Subject: Request for Allowance of Attendance Due to Emergency Conditions
(Fiscal Year 2018–2019), Form J-13A

The request for one emergency day on November 9, 2018, at Kashia Elementary is not approved, due to confirmation from the school district that the school calendar includes a built-in emergency day that was not utilized prior to submitting the request. Built-in emergency days should be used for emergency closures when they arise. If additional closures occur after the built-in emergency days have been used, a Form J-13A request should be submitted to the California Department of Education for consideration.

A copy of this letter and Form J-13A have been emailed to all contact persons listed on the form. If you have questions regarding this letter, please email attendanceaccounting@cde.ca.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "C Moore", is located below the "Sincerely," text.

Caryn Moore, Director
School Fiscal Services Division

CM:at

cc: Steven Herrington, County Superintendent of Schools, Sonoma County Office of
Education
Nick Schweizer, Deputy Superintendent of Public Instruction, California
Department of Education



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Caryn Moore, Director
School Fiscal Services Division

CM:at

cc: Steven Herrington, County Superintendent of Schools, Sonoma County Office of
Education
Nick Schweizer, Deputy Superintendent of Public Instruction, California
Department of Education

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

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/ta/ae/cas/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Kashia Elementary School District	COUNTY CODE: 49	DISTRICT CODE: 70888	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Frances Johnson	FISCAL YEAR: 2018-19		
ADDRESS: PO Box 129 31510 Skaggs Spring Road	COUNTY NAME: Sonoma		
CITY: Stewarts Point	STATE: CA	ZIP CODE: 95480	
CONTACT NAME: Frances Johnson	TITLE: Superintendent/Principal	PHONE: 707-785-9682	E-MAIL: fjohnson@scoe.org

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

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

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

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

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

☐ Not Applicable (Proceed to Section C)

☐ Supplemental Page(s) Attached

The school district closed one day due the heavy smoke and poor air quality conditions due to the Butte County Fire which caused unsafe breathing conditions for the students and staff.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/ia/act/ia.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

[illegible]

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

[illegible]

SECTION C: MATERIAL DECREASE

☒ Not Applicable (Proceed to Section D)

☐ Supplemental Page(s) Attached

[illegible]

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

Form J-13A | 3

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

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☐ Not Applicable (Proceed to Section E)

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

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

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

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

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS - All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Kashia Elementary School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Glenda Antone

Maxine Barboza

Charlene Pinola

Glenda Antone

Maxine Barboza

Charlene Pinola

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

Subscribed and sworn (or affirmed) before me, this 12th day of December, 2018

Witness: Charlene Pinola (Name) Charlene Pinola (Signature) Title: Board President of Sonoma County, California

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

Superintendent (or designee): _____ (Name) _____ (Signature) Authorizing LEA Name: _____

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

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

County Superintendent of Schools (or designee): Steven Herrington (Name)

Steven Herrington (Signature)

Subscribed and sworn (or affirmed) before me, this 20th day of December, 2018

Witness: Shelley Stiles (Name) Shelley Stiles (Signature) Title: Director, EFS of Sonoma County, California

COE contact/individual responsible for completing this section:

Name: Shelley Stiles Title: Director, External Fiscal Service Phone: 707-524-2635

E-mail: sstiles@scoe.org

KASHIA UNION ELEMENTARY SCHOOL
MASTER CALENDAR
2018-2019

EARLY RELEASE EVERY WEDNESDAY

M	T	W	TH	F
JULY				
				0
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

4-Holiday-Independence Day

AUGUST				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

16- Staff Returns

22- Students Return

SEPTEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3-Holiday-Labor Day

21 - Native American Day

OCTOBER				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

23

NOVEMBER				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

16

12-Holiday-Veteran's Day

19-23-Holiday No Students, Teachers, or 10 Mo.

22-23-Holiday-Thanksgiving & Admissions Day

DECEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

14

25-Holiday-Christmas Day

21-31-Winter Break

M	T	W	TH	F
JANUARY				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

18

2-4 Winter Break

7 - School Resumes

21-Holiday-Martin Luther King D

FEBRUARY				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

15

18-Holiday-President's Day.

19-Holiday-Lincoln's Day Alternate

18-22-President's Week

MARCH				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20

29-Storm Day

APRIL				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

17

15-19-Spring Break

MAY				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

21

24-Storm Day

27-Holiday-Memorial Day

JUNE				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

10

14-Last Day of School

WORK AND/OR PAID DAYS			
Total Work Days	10 Mo.	Certificated	184

HOLIDAYS	
10 Mo.	10
12 Mo.	11
D.O.	12

Storm Days: If school is canceled due to hazardous conditions, 3/29 & 5/24 will be used as a make-up day. If no school days are canceled, 3/29 & 5/24 will be non-school days.

K-5 TRIMESTER ENDS		
First	60	November 16
Second	64	March 15
Third	56	June 14
	180	

	Holiday
	Staff Development
	First Day of School
	Storm Day if necessary

MIDDLE SCHOOL QUARTER ENDS		
First	42	November
Second	38	March
Third	44	June 14
Fourth	56	
	180	

TOTAL STUDENT DAYS
180

Board Adoption: 05/09/2018



District (f) / About Air Quality (/about-air-quality) / Current Air Quality (/about-air-quality/current-air-quality) / Air Monitoring Data

Air Monitoring Data

This page provides access to current and historical air quality and meteorological information based on measurements taken at stations in the Air District's air monitoring network. Some of the data on these pages is raw or unchecked data that may contain errors.

Measurement: PM2.5

PM2.5 (<http://www.sparetheair.org/Stay-Informed/Particulate-Matter.aspx>) is a term for fine particulate matter pollution. PM2.5 is primarily a problem in the wintertime in the Bay Area, when wood burning constitutes the major source.

Monthly AQI Summary

Each cell shows the AQI value for that day, based on the 24-hour average concentration. The far right column shows the highest daily AQI value for the month.

At this time, PM2.5 measurements at the Napa Valley College location are for informational purposes only.

Refresh this page to view the current day. (/about-air-quality/current-air-quality/air-monitoring-data)

AQI Key	
Air Quality Index (AQI) Values	Levels of Health Concern
0-50	Good
51-100	Moderate
101-150	Unhealthy for Sensitive Groups
151-200	Unhealthy
201-300	Very Unhealthy
301-500	Hazardous

Northern Zone

Stations	November, 2018																							
Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Napa - Napa Valley College	30	30	24	26	23	27	27	88	120	159	147	158	161	135	170	183	179	171	161	125	58	18	10	11
San Rafael	26	32	31	40	29	25	30	88	110	166	158	159	163	166	181	218	184	161	170	138	45	2	4	10
Sebastopol	6	13	2	5	12	4	22	163	226	209	156	168	172	131	153	168	160	149	152	133	52	4	5	11
Gejo	37	45	51	38	27			155	72	160	165	171	165	157	186	247	186	166	169	158	103	19	17	23

Coast & Central Bay

Stations November, 2018

Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Berkeley Quatic k	37	34			57	54	53	87	162	178	163	165	158	164	198	216	176	153	166	154	50	23	22	28
Laney College	39	42	38	52	38	41	39	79	157	177	167	165	160	169	202	219	177	157	167	155	49	10	11	19
Oakland East	35	48	45	40	37	32	44	92	168	174	163	165	153	165	203	222	184	156	170	136	39	16	12	17
Oakland West	58	55			52	52	49	83	118	180	167	167	162	164	199	220	178	156	168	154	46	14	15	23
San Francisco - Arkansas St.	47	50	49	46	42	46	52	76	156	172	167	165	164	173	197	228	158	151	174	156	55	10	14	16
San Pablo - Rumrill	37	41	32	49	32	27	24	125	117	168	160	160	152	162	196	245	183	160	176	141	53	21	12	14

Eastern Zone

Stations	November, 2018																							
Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Concord	20	25	22	21	11	18	22	73	76	167	159	159	133	152	184	230	210	176	173	157	89	9	4	8
Livermore - Rincon Ave.	18	32	24	21	23	14	18	56	161	160	154	162	138	186	193	223	191	176	156	153	76	7	3	11
Pleasanton Owens Ct	32	40	30	38	37	26	30	63	158	165	157	160	151	165	193	215	191	173	162	156	83	7	5	9

South Central Bay

Stations	November, 2018																							
Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Redwood City	32	48	30	40	31	31	44	61	165	169	152	159	142	157	185	183	159	153	154	125	37	14	8	13

Santa Clara Valley

Stations	November, 2018																							
Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Gilroy	20	32	24	31	28	12	20	36	128	166	128	103	105	137	173	158	134	154	132	90	32	12	4	6
San Jose - Jackson St.	43	53	54	55	52	53	56	65	162	172	153	155	153	164	191	190	166	162	160	149	36	21	16	28
San Jose - Knox Av	27	42	40	45	39	42	46	57	161	172	153	154	146	160	186	194	169	162	159	150	26	12	8	21

December 17, 2018

Steven D. Herrington, Ph.D.
Sonoma County Superintendent of Schools
5340 Skylane Blvd.
Santa Rosa, CA 95403

Tom Torlakson
State Superintendent of Instruction
1430 N St.
Sacramento, CA 95814

Letter in Support of J-13 Waivers for Sonoma County School Districts Impacted by Air Quality

Dear Superintendent Torlakson,

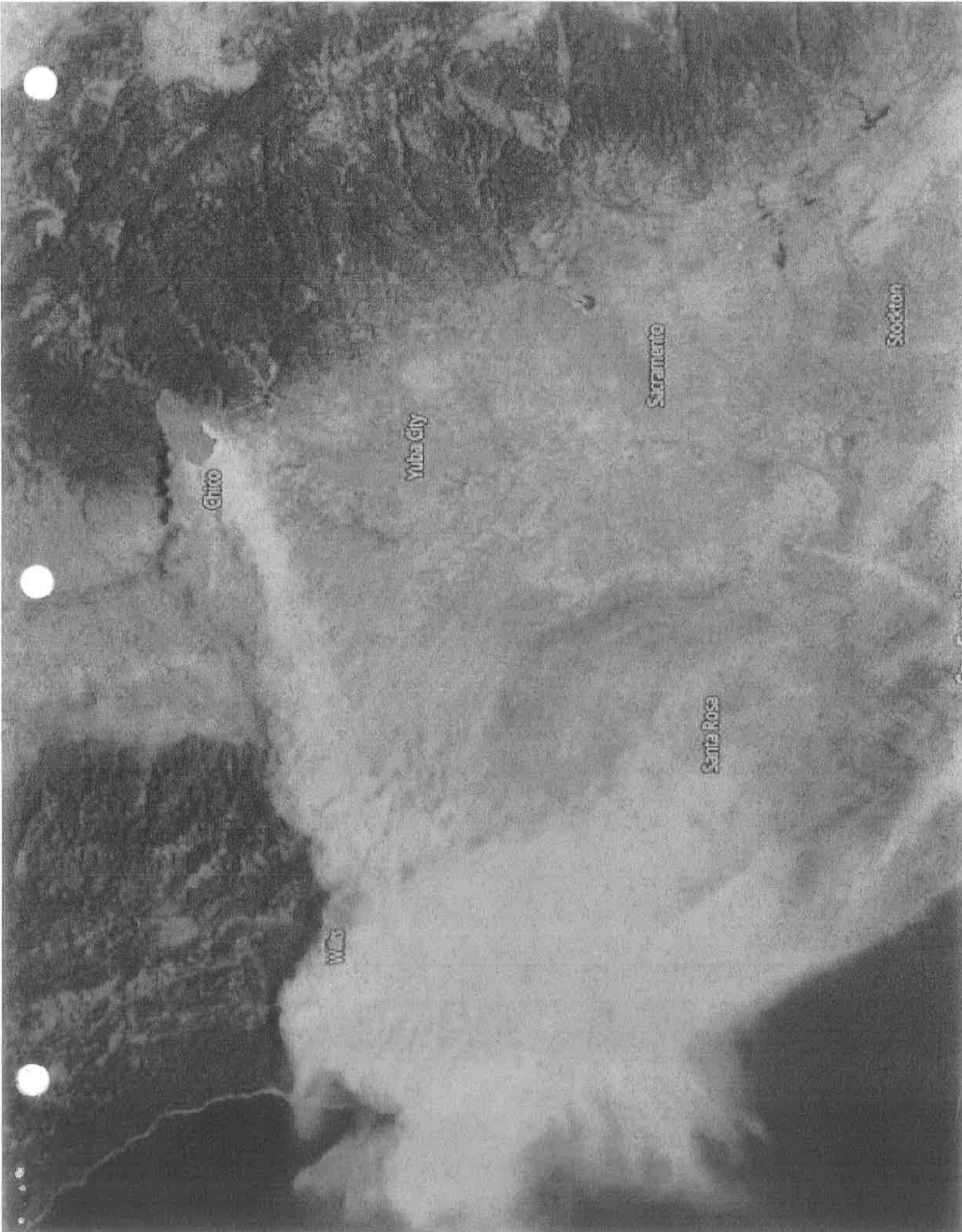
Between Friday, Nov. 9, 2018 and Friday, Nov. 16, Sonoma County was impacted by hazardous smoke conditions from the Camp Fire in Butte County. These hazardous conditions forced numerous school districts within the county to close.

This letter is to advocate on behalf the attached J-13 waiver for school closures during that time period. Decisions to close based on based on a combination of concern over air quality in their area of the county and the conditions of local facilities. I support these districts' efforts to safeguard student health and wellbeing.

Sincerely,



Steven D. Herrington
Sonoma County Superintendent of Schools



Kashia School District
Minutes
Board Meeting, February 13, 2019

1. Meeting called to order at 4:22 by Board President Pinola
Roll Call: Trustee Glenda Antone, Trustee Charlene Pinola
Absent: Trustee Maxine Barboza
Staff: Frances Johnson, Patti Pomplin, Peter Tufele
Community: None
2. Approval of Agenda: Moved by Trustee Pinola, seconded by Trustee Antone to approve the agenda as presented.
3. Public Comment on Non Agenda Items: None
4. Communication
State of California Roster of Public Agencies
Clerk-Recorder-Assessor (need to add Trustee Antone's mailing address)
SCOE's Approval of 1st Interim Report
5. Consent Agenda
Moved by Trustee Pinola, seconded by Trustee Antone to approve the consent agenda as presented.
 - 5.1 Approved Minutes from January 9, 2019
 - 5.2 Approved Warrants from January 2019
 - 5.3 Approved Consolidated Applications January 23, 2019 Reporting
 - 5.4 Approved 2017-18 Audit Certification
6. Reports and Communications
 - 6.1 Governing Board – Trustee Pinola would like the school to look into student achievement and attendance awards.
 - 6.2 Superintendent – went to superintendent/board dinner although road was hazardous; board member boot camp is on February 23rd; speaker Martin – a motivational speaker was at school today; no school next week February 18th through 22nd; Sister Linda helping with reading intervention; volunteers are currently Bob with cultural arts studies, two sisters and Susan Hamlin are helping with reading, and Mary Vischer is mentoring student math.
 - 6.3 Teacher – sees a significant change with students receiving extra help; students ready for a week off; steelhead project will be happening like last year.
 - 6.4 Business Manager – was able to do Form 700 online; will be taking a vacation from the 16th through 20th; attending lots of meetings.
 - 6.5 PTO – None
7. Items Scheduled for Information and Discussion
 - 7.1 Second Reading Board Policies
BP 3290 Gifts, Grants and Bequests

- BP 3300 Expenditures and Purchases
- BP 3311 Bids
- AR 3311 Bids
- BP 3312 Contracts
- AR 3516.1 Fire Drills and Fires
- AR 3516.3 Earthquake Emergency Procedure System
- BP 3516.5 Facilities Inspection
- BP 3530 Risk Management/Insurance
- AR 3530 Risk Management/Insurance
- BP 3600 Consultants
- 7.2 Current Salary Schedules
 - Review only, no action taken.

8. Items Scheduled for Discussion and Action

8.1 Approve 2018-19 Auditor Contract

Moved by Trustee Pinola, seconded by Trustee Antone and passed unanimously by the board to approve the 2018-19 auditor MOU with Stephen Roatch Accountancy as presented.

8.2 Approve School Accountability Report Card

Moved by Trustee Antone, seconded by Trustee Pinola and passed unanimously by the board to approve the 2017-18 SARC as presented.

8.3 Approve Calendar Change for Power Outage on January 17, 2019

Moved by Trustee Pinola, seconded by Trustee Antone and passed unanimously by the board to use May 24th as a makeup school day for the January 17, 2019 power outage.

9. Items Scheduled for Future Board Meetings.

- 9.1 Board Policies
- 9.2 Staff Handbook
- 9.3 2nd Interim
- 9.4 LCFF

10. Meeting Adjourned at 5:16

Next Meeting

Regular Board Meeting, Wednesday, March 13, 2019 at 4:00 p.m.

Respectfully submitted: Patti Pomplin

Signed: _____

Glenda Antone, Clerk

Kashia School District
Minutes
Special Board Meeting, February 27, 2019

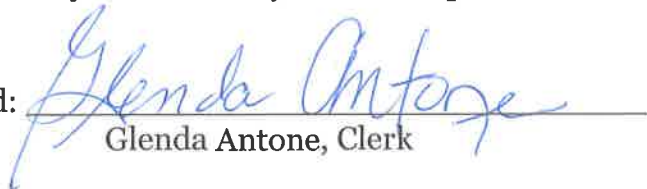
1. Meeting called to order at 4:00 by Board President Pinola
Roll Call: Trustee Glenda Antone, Trustee Maxine Barboza, Trustee Charlene Pinola
Staff: Frances Johnson
2. Moved by Trustee Pinola, seconded by Trustee Antone to approve the agenda as presented.
3. Closed Session – per GC54957, Discipline, Dismissal, Release

It was reported that during closed session all Trustee members voted to issue a non-reelection of current teacher for the 2019-20 school year.

4. Meeting was adjourned

Respectfully Submitted by: Patti Pomplin

Signed: _____


Glenda Antone, Clerk

Checks Dated 02/01/2019 through 02/28/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1695250	02/01/2019	Paul Chappell	01-9515	statedated check		27.70
1695251	02/01/2019	George Marrufo	01-5800	roof and gutter		150.00
1695252	02/01/2019	Frances Johnson	01-5201	pick up supplies		18.56
1695253	02/01/2019	Kashia Utilities District	01-9515	statedated check		67.55
1695254	02/01/2019	Marciela Marrufo-Moreno	01-9515	statedated check		19.50
1695255	02/01/2019	Coleen McCloud	01-5201	pick up meals fuel	73.08	
			01-5800	pick up meals - time	143.00	216.08
1696767	02/08/2019	Amerigas	01-5510	200821025		161.36
1696768	02/08/2019	Gualala Supermarket	01-4310	cust/office/food service		54.89
1696769	02/08/2019	Frances Johnson	01-5201	legal / dr herrington	75.40	
				sebastopol	66.12	
			01-5202	board of trustees dinner	75.40	216.92
1696770	02/08/2019	Pacific Gas & Electric	01-5520	28343238771		146.87
1696771	02/08/2019	Recology Sonoma Marin	01-5560	jan feb march		586.77
1698042	02/15/2019	Discovery Office Systems	01-5632	202190 through feb 13		276.78
1698043	02/15/2019	Frances Johnson	01-5830	speaker cultural education		100.00
1698044	02/15/2019	Patti Pomplin	01-4310	cultural education		179.00
1698045	02/15/2019	Sonoma County Office Of Ed	01-5800	fingerprint george marrufo		28.00
Total Number of Checks					15	2,249.98

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	15	2,249.98
Total Number of Checks		15	2,249.98
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			2,249.98

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.



**DRINKING
WATER**
for schools
GRANT PROGRAM

DRINKING WATER FOR SCHOOLS

KASHIA ELEMENTARY SCHOOL DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



**IMPLEMENTATION
GRANT**

KASHIA ELEMENTARY SCHOOL DISTRICT DRINKING FOUNTAINS

AGREEMENT NO. SWRCB0000000000D181130700

GRANT FUNDS: \$27,325

ELIGIBLE START DATE: _____

WORK COMPLETION DATE: FEBRUARY 28, 2021

FINAL DISBURSEMENT REQUEST DATE: MARCH 31, 2021

RECORDS RETENTION TERM END DATE: FEBRUARY 28, 2028

WHEREAS,

1. The State Water Board is authorized to provide financial assistance under this Agreement pursuant to the following:

Section 116276 of the California Health and Safety Code.

2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with applicable law, and establishes the terms and conditions of a financial assistance agreement.
3. The Recipient has applied to the State Water Board for financial assistance for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for financial assistance.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to applicable law.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Grant Agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the form used by the Recipient to document and request reimbursement of Project Costs.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the Drinking Water For Schools Grant Program.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events: (a) any representation or warranty made by the Recipient under this Agreement proves to be incorrect in any material respect, (b) the Recipient's failure to observe or perform any covenant, condition, or provision contained in Exhibit B of this Agreement, (c) the failure of the Recipient to perform any covenant or condition under this Agreement and such failure shall remain unremedied for a period of 30 days, unless expressly waived by the Division, (d) the failure of the Recipient to keep in full force and effect its legal existence and any rights, licenses, permit, or privileges to conduct its business, or the occurrence of any material restraint on Recipient's business by a government agency or by court order, (e) initiations of proceedings seeking

liquidation, reorganization, or other relief with respect to the Recipient or its debts, or for the appointment of a receiver, trustee, custodian or conservator with respect to the Recipient or any part of its assets, or similar event, or (f) a material adverse change in the business, operations, or condition (financial or otherwise) of Recipient.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

"Grant Funds" means funds provided by the State Water Board towards eligible reimbursable Project Costs.

"Grant Manager" means the person designated by the State Water Board to manage performance of the Agreement. The Grant Manager is set forth in this Agreement.

"Guidelines" means the State Water Board's "Drinking Water For Schools Grant Program Funding Guidelines," as adopted May 16, 2017, and amended from time to time.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager. The Party Contacts are set forth in this Agreement.

"Project" means the Project financed by this Agreement, as described in Exhibit A and in the documents incorporated by reference.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in this Agreement.

"Recipient" means Kashia Elementary School District.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board	Kashia Elementary School District
Section: Division of Financial Assistance	
Name: Christina Raynard, Grant Manager	Name: Frances Johnson, Project Director
Address: 1001 I Street, 17th Floor	Address: P.O. Box 129
City, State, Zip: Sacramento, CA 95814	City, State, Zip: Stewarts Point, CA 95480
Phone: (916) 319-9123	Phone: (707) 785-9682
Fax: (916) 341-5806	Fax: (707) 785-2802
Email: Christina.Raynard@waterboards.ca.gov	Email: fjohnson@scoe.org

State Water Board, Division of Drinking Water, Sonoma District Office
Name: Janice Thomas, Technical Contact
Address: 50 D Street, Suite 200
City, State, Zip: Santa Rosa, CA 95404
Phone: (707) 576-2145
Fax: (707) 576-2722
Email: Janice.Thomas@waterboards.ca.gov

Direct inquiries to:

State Water Board	Kashia Elementary School District
Section: Division of Financial Assistance	
Name: Lily Lee, Program Analyst	Name: Patti Pomplin, Grant Contact
Address: 1001 I Street, 17 th Floor	Address: P.O. Box 129
City, State, Zip: Sacramento, CA 95814	City, State, Zip: Stewarts Point, CA 95480
Phone: (916) 445-2816	Phone: (707) 321-5849
Fax: (916) 341-5296	Fax: (707) 785-2802
Email: Lily.Lee@waterboards.ca.gov	Email: ppomplin@kashiaesd.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

4. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth in Exhibit B and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: general liability, automobile liability, worker's compensation and employer's liability, and professional liability.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in substantial accordance with this Agreement.

6. Notice

(a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:

- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient;
- (2) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
- (3) Change of management or service contracts, if any, for the Project; or
- (4) Any Event of Default, except as set forth in subdivisions (b) or (c) of this section.

(b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.

(c) The Recipient shall notify the Division promptly of the following:

- (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient undertake substantial changes to the scope of the Project without providing the Division with prior written notice of the proposed change and receiving prior written approval from the Division;
- (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
- (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction of the Project, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
- (5) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- (6) Any Project monitoring, demonstration, or other implementation activities such that the State Water Board staff may observe and document such activities;
- (7) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
- (8) Work Completion and Project Completion.

7. Project Site Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the Project.

8. No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

KASHIA ELEMENTARY SCHOOL DISTRICT:

By: _____

Name: Frances Johnson

Title: Superintendent/Principal

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as FEBRUARY 28, 2021. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds.

A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of installing drinking water fountains/filling stations at Kashia Elementary School (School).

A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Develop a detailed Project schedule, including key Project milestones and anticipated meetings, and submit to the Grant Manager.
 - 1.2.1 Submit any updates to the Project schedule in the associated quarterly progress report(s).
- 1.3 Notify the Grant Manager at least ten (10) working days in advance of upcoming meetings, workshops, and trainings.
- 1.4 Conduct pre-, during, and post-construction photo monitoring and submit to the Grant Manager.
- 1.5 Conduct periodic and final site visits with the Grant Manager.

2. Planning and Design

- 2.1 Prepare and submit conceptual design documentation, including a map of work locations and a list of equipment with the manufacturer and model to be installed, to the Grant Manager for approval.
 - 2.1.1 Install two (2) drinking water fountains with filling stations, including modifications to electricity and plumbing.
- 2.2 Complete the bid documents, if required, in accordance with the approved conceptual design documentation, after receiving all required approvals, including as required in Item 3, and advertise the Project for bid per District requirements. Submit the advertised bid documents and bid summary to the Grant Manager.

3. Department of General Services, Division of State Architect

- 3.1 Comply with the Department of General Services, Division of State Architect (DSA) process for conceptual design documentation approval, if required.

- 3.1.1 Submit the conceptual design documentation approved in Item 2.1 to DSA for approval, or;
 - 3.1.2 Provide a letter certifying the Project is exempt from DSA review and the basis for the exemption to the Grant Manager.
- 3.2 Submit proof of conceptual design documentation approval received from DSA, if required in Item 3.1, including comments or changes, to the Grant Manager prior to preparing the bid documents in Item 2.2.
- 4. Construction and Implementation
 - 4.1 Construct the Project in accordance with the approved conceptual design documentation in Item 2.1, after obtaining approval, if required in Item 3.
 - 4.3 Notify Grant Manager of any proposed changes that arise during construction that may affect the Project's scope, schedule, or costs.
- 5. Education and Outreach
 - 5.1 Develop and implement an education and outreach plan to inform students and staff of benefits associated with the Project and submit the plan to the Grant Manager.
 - 5.2 Conduct a minimum of one (1) assembly meeting at the School to inform students and staff about the Project. Submit photo documentation to the Grant Manager.
- A-4. Reporting
 - (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress reports shall provide the status of the long-term solution (if applicable), a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
 - (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
 - (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:
 - (1) Draft Final Project Report. Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.

- (3) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

A-5. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A - SCOPE OF WORK			
A-3	Project-Specific Scope of Work		
1.	Project Management		
1.2	Project Schedule	XX Days After Execution	
1.3	Notification of Upcoming Meetings, Workshops, and Trainings		As Necessary
1.4	Pre-, During, and Post-Construction Photo Documentation		Ongoing
1.5	Periodic and Final Site Visits		As Necessary
2.	Planning and Design		
2.1	Conceptual Design Documentation		Month Year
2.2	Advertised Bid Documentation and Summary		Month Year
3.	Department of General Services, Division of State Architect		
3.1.2	Exemption Certification		Month Year
3.2	Conceptual Design Documentation Approval		Month Year
4.	Construction and Implementation		
4.2	Notification of Proposed Changes		Ongoing
5.	Education and Outreach		
5.1	Education and Outreach Plan		Month Year
5.2	Photo Document of School Assembly		Month Year
EXHIBIT A-4 - REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Necessary
(c)	Final Reports		
EXHIBIT A-4 - REPORTING			
(c)(1)	Draft Final Project Report	December 31, 2020	
(c)(2)	Final Project Report	January 31, 2021	

EXHIBIT A-4 - REPORTING			
(c)(3)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
3 (b)	Final Disbursement Request	March 31, 2021	
8 (b)(4)	Disbursement Requests		Quarterly

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to TWENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$27,325).

B-2. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is TWENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$27,325).

B-3. Funding Dates

- (a) The Eligible Start Date is [DATE]. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is MARCH 31, 2021. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-4. Financial Assistance Contingency and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

B-5. Budget Summary

LINE ITEM	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$2,690
Planning/Design/Engineering/Environmental	\$3,375
Implementation	\$18,130
Education/Outreach	\$3,130
TOTAL	\$27,325

B-6. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total amount, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold

and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.

- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-7. Project Costs

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-8. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs to the State Water Board using the Disbursement Request form provided by the Grant Manager.
 - (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
 - e. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN MARCH 31, 2021.
 - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be signed by the Recipient's Project Director or his/her designee and must be addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request

to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.

- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding progress report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a progress report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such Grant Funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are

incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-9. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-10. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B-11. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, if the Division determines that an audit is desirable to assure program integrity or if such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition that a long-term solution be satisfactorily implemented or a condition that the Recipient repay all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-31 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C-12. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

C-13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-14. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C-15. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution.

Notwithstanding the foregoing, the Recipient shall have no obligation to indemnify, defend, hold harmless, pay or discharge any losses, claims, damages, judgement, liabilities, or expenses arising from the gross negligence or willful misconduct of any Indemnified Persons. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligations hereunder.

C-16. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-17. Integration

This Agreement is the complete and final Agreement between the parties.

C-18. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant

for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-19. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-20. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

The Recipient agrees that for any policy of general liability insurance concerning the construction related to this Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction associated with this Project upon request by the Grant Manager.

C-21. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient shall immediately notify the Grant Manager. To the extent allowed by requirements of other funding sources, excess funding shall be remitted to the State Water Board.

C-22. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before implementation or construction begins.

For any work related to this Agreement, the Recipient shall not contract or allow subcontracting with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml. The Recipient shall not contract or allow subcontracting with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

C-23. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C-24. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-25. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-26. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-27. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to and disposing of any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-28. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project, which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts, which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts, which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system, which will accurately depict final total costs of the Project, including both direct and Indirect Costs.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of seven (7) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-29. Related Litigation

The Recipient is prohibited from using Grant Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

C-30. Rights in Data

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C-31. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA and potentially other environmental review requirements, including the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (c) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5, 1771.1, and 1773.3.) For public works contracts, the Recipient acknowledges that the Recipient's contractor(s) and subcontractor(s) must register with the Department of Industrial Relations. If the Recipient is the awarding body for a public works contract, the Recipient acknowledges that it is required to provide notice of the public works contract to the Department of Industrial Relations.
- (d) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (e) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, chapter 2, article 22.5.) The Recipient will include a discussion of its compliance and implementation in progress reports submitted pursuant to this Agreement.
- (f) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (g) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (h) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department

of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.

- (i) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (j) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (k) Water Quality Compliance. The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000).
- (l) Water Quality Monitoring. If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (m) Wild and Scenic Rivers. The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-32. State Water Board Action; Costs and Attorney Fees

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-33. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time, at the option of the State Water Board, upon any Event of Default after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all moneys due have been received by the State Water Board.

C-34. Timeliness

Time is of the essence in this Agreement.

C-35. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-36. Venue

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C-37. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____
District Superintendent or Designee

Date: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 13, 2019

Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

_____ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

_____ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Patti Pomplin

Telephone: 707-321-5849

Title: Business Manager

E-mail: ppomplin@kashiaesd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	n/a	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?	X	
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2017-18) annual payment?	n/a	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	n/a	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since first interim in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

2018-19 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

49 70888 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
/ENUES								
1) LCFF Sources		8010-8099	191,591.00	206,516.00	106,473.55	207,768.00	1,252.00	0.6%
2) Federal Revenue		8100-8299	80,733.00	118,240.00	151,124.42	155,168.00	36,928.00	31.2%
3) Other State Revenue		8300-8599	9,497.00	7,606.00	1,178.24	7,986.00	380.00	5.0%
4) Other Local Revenue		8600-8799	109,500.00	103,421.00	109,362.62	109,073.00	5,652.00	5.5%
5) TOTAL, REVENUES			391,321.00	435,783.00	368,138.83	479,995.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	79,561.00	81,864.00	39,296.92	94,564.00	(12,700.00)	-15.5%
2) Classified Salaries		2000-2999	31,525.00	23,200.00	12,480.00	27,500.00	(4,300.00)	-18.5%
3) Employee Benefits		3000-3999	24,789.00	26,962.00	10,397.21	27,155.00	(193.00)	-0.7%
4) Books and Supplies		4000-4999	26,694.00	32,293.00	15,194.90	39,100.00	(6,807.00)	-21.1%
5) Services and Other Operating Expenditures		5000-5999	222,248.00	225,138.00	88,057.07	209,556.00	15,582.00	6.9%
6) Capital Outlay		6000-6999	0.00	0.00	18,363.00	18,363.00	(18,363.00)	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			384,817.00	389,457.00	183,789.10	416,238.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,504.00	46,326.00	184,349.73	63,757.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INCREASE (DECREASE) IN FUND BALANCE (C + D4)			6,504.00	46,326.00	184,349.73	63,757.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	216,462.00	235,863.00		235,863.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			216,462.00	235,863.00		235,863.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			216,462.00	235,863.00		235,863.00		
2) Ending Balance, June 30 (E + F1e)			222,966.00	282,189.00		299,620.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	108,855.00	108,855.00		89,700.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	67,000.00	67,000.00		67,000.00		
Unassigned/Unappropriated Amount		9790	47,111.00	106,334.00		142,920.00		

Kashia Elementary (70888) - 2018-19 2nd Interim

1/31/2019

LCAP Percentage to Increase or Improve Services:

Summary Supplemental & Concentration Grant

	2018-19	2019-20	2020-21	2021-22	2022-23
1. LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>	45,516	45,100	39,973	34,437	35,435
2. Prior Year (estimated) Expenditures for Unduplicated Pupils above what was spent on services for all pupils	45,516	45,100	45,100	45,100	45,100
3. Difference (1) less (2)	-	-	(5,127)	(10,663)	(9,665)
4. Estimated Additional Supplemental & Concentration Grant Funding (3) * GAP funding rate	-	-	(5,127)	(10,663)	(9,665)
GAP funding rate	100.00%	100.00%	100.00%	100.00%	100.00%
5. Estimated Supplemental and Concentration Grant Funds (2) plus (4) (unless (3)<0 then (1)) (for LCAP entry)	45,516	45,100	39,973	34,437	35,435
6. Base Funding LCFF Phase-In Entitlement less (5), excludes Targeted Instructional Improvement & Transportation LCFF Phase-In Entitlement	161,470	167,064	171,560	176,562	181,690
7/8. Percentage to Increase or Improve Services* (5) / (6) (for LCAP entry)	207,768	212,946	212,315	211,781	217,907
	28.19%	27.00%	23.30%	19.50%	19.50%

*percentage by which services for unduplicated students must be increased or improved over services provided for all students in the LCAP year.
If Step 3a <=0, then calculate the minimum proportionality percentage at Estimated Supplemental & Concentration Grant Funding, step 5.

SUMMARY SUPPLEMENTAL & CONCENTRATION GRANT & PERCENTAGE TO INCREASE OR IMPROVE SERVICES

	2018-19	2019-20	2020-21	2021-22	2022-23
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 45,516	\$ 45,100	\$ 39,973	\$ 34,437	\$ 35,435
Current year Percentage to Increase or Improve Services	28.19%	27.00%	23.30%	19.50%	19.50%

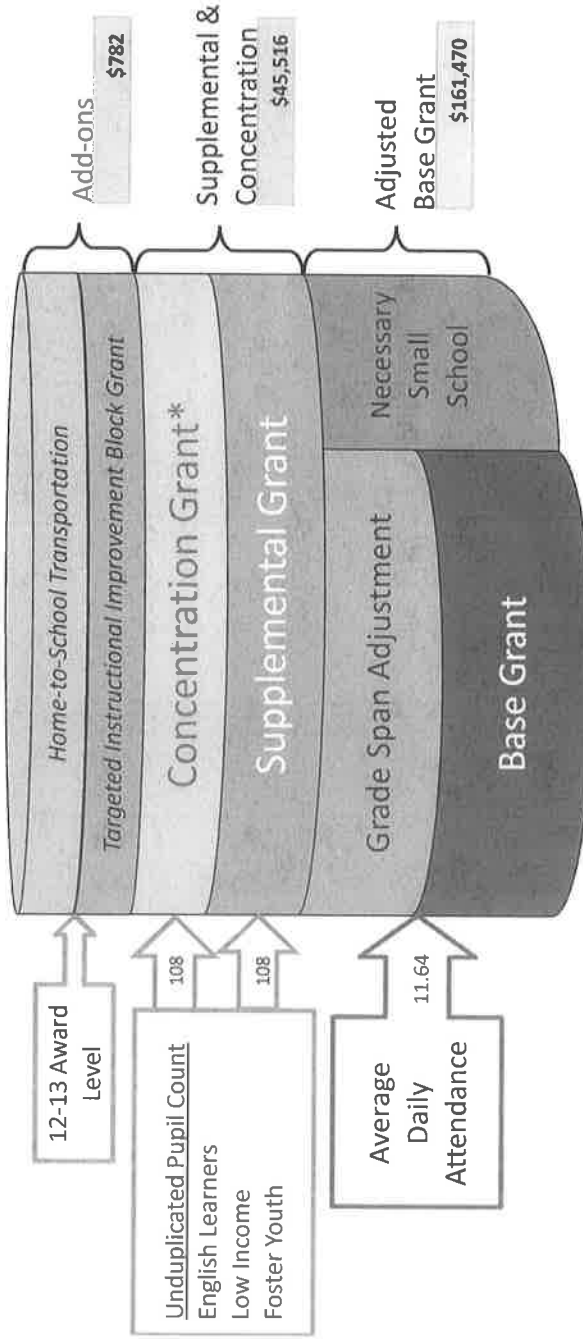
LCFF Calculator Universal Assumptions						
Kashia Elementary (70888) - 2018-19 2nc						
Summary of Funding						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Target Components:						
COLA & Augmentation	1.56%	3.70%	3.46%	2.86%	2.92%	2.90%
Base Grant	155,189	161,469	167,064	171,560	176,562	181,690
Grade Span Adjustment	(1)	1	-	-	-	-
Supplemental Grant	14,613	20,404	20,541	18,504	17,129	17,625
Concentration Grant	16,439	25,112	24,559	21,469	17,308	17,810
Add-ons	782	782	782	782	782	782
Total Target	187,022	207,768	212,946	212,315	211,781	217,907
Transition Components:						
Target	\$ 187,022	\$ 207,768	\$ 212,946	\$ 212,315	\$ 211,781	\$ 217,907
Funded Based on Target Formula (PYP-2)	FALSE	FALSE	TRUE	TRUE	TRUE	TRUE
Floor	176,154	189,081	207,768	199,952	199,952	199,952
Remaining Need after Gap (informational only)	6,198	-	-	-	-	-
Gap %	42.96644273%	100%	100%	100%	100%	100%
Current Year Gap Funding	4,670	18,687	-	-	-	-
Miscellaneous Adjustments	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-
Total LCFF Entitlement	\$ 180,824	\$ 207,768	\$ 212,946	\$ 212,315	\$ 211,781	\$ 217,907
Components of LCFF By Object Code						
8011 - State Aid	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
8011 - Fair Share	\$ 64,973	\$ 91,291	\$ 96,469	\$ 97,923	\$ 97,389	\$ 103,515
8311 & 8590 - Categoricals	-	-	-	-	-	-
EPA (for LCFF Calculation purposes)	15,368	16,119	14,112	9,980	7,891	5,761
Local Revenue Sources:	-	-	-	-	-	-
8021 to 8089 - Property Taxes	100,483	100,358	102,365	104,412	106,501	108,631
8096 - In-Lieu of Property Taxes	-	-	-	-	-	-
Property Taxes net of in-lieu	100,483	100,358	102,365	104,412	106,501	108,631
TOTAL FUNDING	\$ 180,824	\$ 207,768	\$ 212,946	\$ 212,315	\$ 211,781	\$ 217,907
Basic Aid Status	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Phase-In Entitlement	\$ 180,824	\$ 207,768	\$ 212,946	\$ 212,315	\$ 211,781	\$ 217,907
EPA Details						
% of Adjusted Revenue Limit - Annual	25.89051467%	25.8900000000%	25.8900000000%	25.8900000000%	25.8900000000%	25.8900000000%
% of Adjusted Revenue Limit - P-2	25.89051467%	25.8900000000%	25.8900000000%	25.8900000000%	25.8900000000%	25.8900000000%
EPA (for LCFF Calculation purposes)	\$ 15,368	\$ 16,119	\$ 14,112	\$ 9,980	\$ 7,891	\$ 5,761
8012 - EPA, Current Year Receipt	-	-	-	-	-	-
(P-2 plus Current Year Accrual)	21,135	16,119	14,112	9,980	7,891	5,761
8019 - EPA, Prior Year Adjustment	-	-	-	-	-	-
(P-AI less Prior Year Accrual)	(4,034)	(5,767)	-	-	-	-
Accrual (from Assumptions)	-	-	-	-	-	-

LCFF Calculator Universal Assumptions Kashia Elementary (70888) - 2018-19 2nc							1/31/2019
Summary of Student Population							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	
Unduplicated Pupil Population							
Enrollment	12	12	13	13	13	13	
COE Enrollment	-	-	-	-	-	-	
Total Enrollment	12	12	13	13	13	13	
Unduplicated Pupil Count	12	15	12	12	12	12	
COE Unduplicated Pupil Count	-	-	-	-	-	-	
Total Unduplicated Pupil Count	12	15	12	12	12	12	
Rolling %, Supplemental Grant	100.0000%	108.3300%	105.4100%	102.6300%	92.3100%	92.3100%	
Rolling %, Concentration Grant	100.0000%	108.3300%	105.4100%	102.6300%	92.3100%	92.3100%	
FUNDED ADA							
Adjusted Base Grant ADA							
Grades TK-3	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	
Grades 4-6	-	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	-	
Total Adjusted Base Grant ADA							
	-	-	-	-	-	-	
Necessary Small School ADA							
Grades TK-3	Current year	Current year	Prior year	Current year	Current year	Current year	
Grades 4-6	5.91	8.19	8.19	7.00	7.00	7.00	
Grades 7-8	0.82	0.73	0.73	1.00	1.00	1.00	
Grades 9-12	2.68	2.72	2.72	2.50	2.50	2.50	
	-	-	-	-	-	-	
Total Necessary Small School ADA	9.41	11.64	11.64	10.50	10.50	10.50	
Total Funded ADA	9.41	11.64	11.64	10.50	10.50	10.50	
ACTUAL ADA (Current Year Only)							
Grades TK-3	5.91	8.19	7.00	7.00	7.00	7.00	
Grades 4-6	0.82	0.73	1.00	1.00	1.00	1.00	
Grades 7-8	2.68	2.72	2.50	2.50	2.50	2.50	
Grades 9-12	-	-	-	-	-	-	
Total Actual ADA	9.41	11.64	10.50	10.50	10.50	10.50	
Funded Difference (Funded ADA less Actual ADA)	-	-	1.14	-	-	-	
LCAP Percentage to Increase or Improve Services							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	
Current year estimated supplemental and concent \$	31,052 \$	45,516 \$	45,100 \$	39,973 \$	34,437 \$	35,435	
Current year Percentage to Increase or Improve Se	20.84%	28.19%	27.00%	23.30%	19.50%	19.50%	

Components of LCFF Target Entitlement

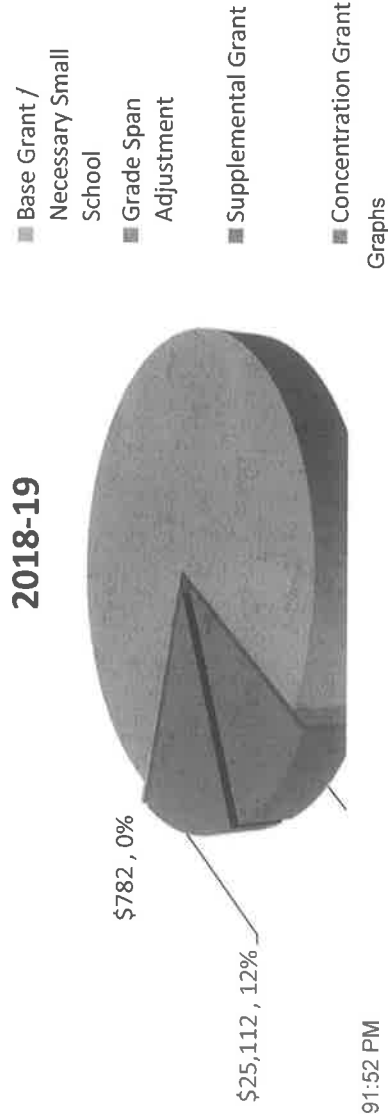
	2018-19	
Base Grant / Necessary Small School	\$ 161,469	11.64 ADA
Grade Span Adjustment	\$ 1	
Supplemental Grant	\$ 20,404	108%
Concentration Grant	\$ 25,112	108%
Add-ons (TIIIG & Transportation)	\$ 782	
Total	\$ 207,768	

TOTAL TARGET LCFF: \$207,768



*Unduplicated Pupil Percentage must be above 55%

2018-19



March 13, 2019 Board Meeting

Updated 2018-19 School Calendar

November 9th Smoke Day – J13a Denied
Calendar changed from 16 to 15 days

January 17th Power Outage – No J13a Submitted
Calendar changed from 18 to 17 days

February 27th & 28th Power Outage/slides – Submitting J13a – Pending
Calendar had no change pending approval of J13a

March 29th was a storm day – now a school day
Calendar changed from 20 to 21 days

May 24th was a storm day – now a school day
Calendar changed from 21 to 22 days

Changed Trimester days to:

1st = 59 days
2nd = 63 days
3rd = 58 days

Added rust color to emergency closure days

Changed narrative under “Storm Days”

Pending adoption March 13, 2019

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

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/113a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Kashia Elementary School District	COUNTY CODE: 49	DISTRICT CODE: 70888	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Frances Johnson	FISCAL YEAR: 2018-19		
ADDRESS: PO Box 129 31510 Skaggs Spring Road	COUNTY NAME: Sonoma		
CITY: Stewarts Point	STATE: CA	ZIP CODE: 95480	
CONTACT NAME: Frances Johnson	TITLE: Superintendent/Principal	PHONE: 707-785-9682	E-MAIL: fjohnson@scoe.org

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

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

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

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

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

SECTION B: SCHOOL CLOSURE

SECTION B: SCHOOL CLOSURE

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

☐ Not Applicable (Proceed to Section C)

☐ Supplemental Page(s) Attached

The school district closed two days due to power outage, slides including mud and trees as well as dangerous road conditions.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/for/aff/isa.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

[illegible]

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
Kashia Elementary School	6052013	2018-19	January 17, 2019	Power outage - tree down - mud slide	Yes
Kashia Elementary School	6052013	2018-19	November 9, 2018	Fires caused extremely unsafe air quality	No
Kashia Elementary School	6052013	2017-18	October 10, 2017	County fires caused extremely unsafe air quality	No
Kashia Elementary School	6052013	2016-17	January 9 & 10, 2017	No power at school - downed tree - mud slide	Yes
Kashia Elementary School	6052013	2014-15	Date unavailable - 1 Day	No power at school	Yes

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with

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

☐ Not Applicable (Proceed to Section E)

up to and including

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

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

SECTION E: AFFIDAVIT

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

Board Members Names

Board Members Signatures

Glenda Antone

Absent

Maxine Barboza

Maxine Barboza

Charlene Pinola

Charlene Pinola

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

Subscribed and sworn (or affirmed) before me, this 13th day of March, 2019

Witness: Charlene Pinola

(Name)

Charlene Pinola

(Signature)

Title: Board President

of Sonoma

County, California

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

Superintendent (or designee): Frances Johnson

(Name)

Frances Johnson

(Signature)

Authorizing LEA Name: Kashia School District

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

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

County Superintendent of Schools (or designee): Steven Herrington

(Name)

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

(Signature)

Witness: Shelley Stiles

(Name)

Title: Director EFS

of Sonoma

County, California

COE contact/individual responsible for completing this section:

Name: Shelley Stiles

Title: Director, External Fiscal Services

Phone: 707-524-2635

E-mail: sstiles@scoe.org

Kashia ESD

Board Policy

Gifts, Grants And Bequests

BP 3290

Business and Noninstructional Operations

The Board of Trustees may accept any bequest or gift of money or property on behalf of the district. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all district students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Before accepting a gift, the Board shall consider whether the gift:

1. Has a purpose consistent with the district's vision and philosophy
2. Begins a program which the Board would be unable to continue when the donated funds are exhausted
3. Entails undesirable or excessive costs
4. Implies endorsement of any business or product

(cf. 1325 - Advertising and Promotion)

The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of district philosophy and operations. If the Board feels the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

Gift books and instructional materials shall be accepted only if they meet regular district criteria.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

All gifts, grants and bequests shall become district property.

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

- 41031 Special fund or account in county treasury
- 41032 Authority of school board to accept gift or bequest; investments; gift of land requirements
- 41035 Advisory committee
- 41036 Function of advisory committee
- 41037 Rules and regulations

Policy KASHIA ELEMENTARY SCHOOL DISTRICT
adopted: March 13, 2019 Stewarts Point, California

Kashia ESD

Board Policy

Expenditures And Purchases

BP 3300

Business and Noninstructional Operations

The Board of Trustees recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent/Principal or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

- (cf. 3000 - Concepts and Roles)
- (cf. 3100 - Budget)
- (cf. 3350 - Travel Expenses)
- (cf. 3400 - Management of District Assets/Accounts)
- (cf. 3460 - Financial Reports and Accountability)
- (cf. 9270 - Conflict of Interest)

Expending Authority

The Superintendent/Principal or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111, beyond which a competitive bidding process is required. The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

- (cf. 3311 - Bids)
- (cf. 3312 - Contracts)

The Board shall review all transactions entered into by the Superintendent/Principal or designee on behalf of the Board every 60 days. (Education Code 17605)

The Superintendent/Principal or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

- (cf. 3110 - Transfer of Funds)

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code 32435)

Purchasing Procedures

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining

the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in the school.

(cf. 3314.2 - Revolving Funds)

(cf. 3440 - Inventories)

(cf. 3511.1 - Integrated Waste Management)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent/Principal or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; approval or ratification of contracts by governing board

17605 Delegation of authority to purchase supplies and equipment

32370-32376 Recycling paper

32435 Prohibited use of public funds, alcoholic beverages

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

GOVERNMENT CODE

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

WEB SITES

CSBA, Financial Services: <http://www.csba.org/fs>

California Association of School Business Officials: <http://www.casbo.org>

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

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: March 13, 2019 Stewarts Point, California

Kashia ESD

Board Policy

Bids

BP 3311

Business and Noninstructional Operations

The Board of Trustees is committed to promoting public accountability and ensuring prudent use of public funds. In leasing or purchasing equipment, materials, supplies, or services for the district and when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such leases and purchases shall be made using competitive bidding.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

The Superintendent/Principal or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4. (Public Contract Code 20116)

When calling for bids, the Superintendent/Principal or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

The Superintendent/Principal or designee shall develop the procedures to be used for rating bidders for award of contracts which, by law or Board policy, require prequalification. The procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

17406 Lease-leaseback contract
17595 Purchase of supplies through Department of General Services
17602 Purchase of surplus property from federal agencies
38083 Purchase of perishable foodstuffs and seasonable commodities
38110-38120 Apparatus and supplies
39802 Transportation services

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts
4330-4334 Preference for California-made materials
6252 Definition of public record
53060 Special services and advice
54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies
2000-2002 Responsive bidders
3000-3010 Roofing projects
3400 Bids, specifications by brand or trade name not permitted
3410 United States produce and processed foods
6610 Bid visits
12200 Definitions, recycled goods, materials and supplies
20101-20103.7 Public construction projects, requirements for bidding
20103.8 Award of contracts
20107 Bidder's security
20111-20118.4 Contracting by school districts
20189 Bidder's security, earthquake relief
22002 Definition of public project
22030-22045 Alternative procedures for public projects (UPCCAA)
22050 Alternative emergency procedures
22152 Recycled product procurement

COURT DECISIONS

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739
Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425
Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241
Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 1 (2006)

Management Resources:

WEB SITES

CSBA: [http:// www.csba.org](http://www.csba.org)

California Association of School Business Officials: <http://www.casbo.org>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT
adopted: March 13, 2019 Stewarts Point, California

Kashia ESD

Administrative Regulation

Bids

AR 3311

Business and Noninstructional Operations

Advertised/Competitive Bids

The district shall advertise for competitive bids to let any public project contract involving an expenditure of \$15,000 or more. Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment, but does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent/Principal or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation circulated in the county. The Superintendent/Principal or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)

- a. Cash
- b. A cashier's check made payable to the district
- c. A certified check made payable to the district
- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Board of Trustees may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below shall be used. (Public Contract Code 20103.8)

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

9. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent/Principal or designee shall notify the bidder and give him/her an opportunity to respond to the information.

Prequalification Procedure

When required by law or the Board, each prospective bidder shall complete and submit a standardized questionnaire and financial statement. For this purpose, the Superintendent/Principal or designee shall provide a standardized proposal form which requires a complete statement of the bidder's financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Public Contract Code 20111.5, 20111.6)

Prospective bidders shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids. (Public Contract Code 20111.5)

The Superintendent/Principal or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of

contracts on which each bidder is qualified to bid. Bidders must be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

The district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. For any transportation service contract involving an expenditure of more than \$10,000, which the Board contemplates may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of minority, women, disabled veteran, or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent/Principal or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent/Principal or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent/Principal or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent/Principal or designee's decision to the Board. The Superintendent/Principal or designee shall provide reasonable notice to the bidder of the date and time for Board consideration of the protest. The Board's decision shall be final.

Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent/Principal or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent/Principal or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent/Principal or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent/Principal or designee shall not draft the bid specification in a manner that: (Public Contract Code 3400)

1. Directly or indirectly limits bidding to any one specific concern
2. Calls for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent/Principal or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing), if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in

the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of the cafeteria may be purchased through bid or on the open market. (Education Code 38083)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 20113)

(cf. 3517 - Facilities Inspection)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of the school without taking estimates or advertising for bids. (Education Code 17602)

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT
approved: March 13, 2019 Stewarts Point, California

Kashia ESD

Board Policy

Contracts

BP 3312

Business and Noninstructional Operations

Whenever state law invests the Board of Trustees with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate this power to the Superintendent/Principal or designee. To be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Board. (Education Code 17604)

- (cf. 3300 - Expenditures and Purchases)
- (cf. 3314 - Payment for Goods and Services)
- (cf. 3400 - Management of District Assets/Accounts)

All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent/Principal or designee.

- (cf. 2121- Superintendent's Contract)
- (cf. 4312.1 - Contracts)
- (cf. 9124 - Attorney)

When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)

Contracts for Non-Nutritious Foods or Beverages

Effective July 1, 2007, the district or a district school shall not enter into or renew a contract for the sale of foods that do not meet the nutritional standards specified in Education Code 49431 or 49431.2 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises. (Education Code 49431, 49431.2)

- (cf. 3554 - Other Food Sales)

In accordance with the dates specified in law, the district or a district school shall not enter into or renew a contract for the sale of beverages that do not meet the nutritional standards in Education Code 49431.5 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises.

Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious food as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent/Principal or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. Control procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation.

(cf. 3290 - Gifts, Grants and Bequest)

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent/Principal or designee may involve parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

(cf. 1220 - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent/Principal or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent/Principal or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent/Principal or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities.

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

The contract shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

(cf. 3311 - Bids)

The Board shall not enter into or renew a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious food until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled board meeting or as otherwise authorized by Education Code 35182.5. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

The public hearing shall include but not be limited to a discussion of the nutritional value of food and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

(cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

(cf. 1340 - Access to District Records)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the

dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. 0440 - District Technology Plan)

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

(cf. 1325 - Advertising and Promotion)

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts/Agreements/Partnerships with Non-Governmental Organizations (NGO)

Superintendent shall not enter into a contract, partnership, or agreement with any NGO until the Superintendent/designee has completed the following:

1. Verifies that a problem exists in the district that can best be ameliorated by contracting with a NGO.

To determine if such a problem exists, the Superintendent may use any means necessary to investigate.

2. Substantiates that the district cannot solve the problem internally.

In many instances, the district is either in the process of mitigating the problem or has the ability to do so. If this is the case, outside help is not required. The Superintendent will determine whether the district has the capability and capacity to independently address the problem.

3. The NGO being considered is the "best fit" for the district

Before the district will contract with any NGO, the Superintendent/Principal or designee will insure that the requesting NGO can work well with the district and is capable of completing the task. The Superintendent/Principal or designee will at a minimum examine the following:

a. Articles of Incorporation of the NGO

The Proposed project must fall within the articles of incorporation of the NGO and the NGO must be able to show that they have the expertise and capacity (manpower) to accomplish the project.

b. Division of funds for Administration Costs and Project Costs.

NGO's who expend less than 80 percent on direct services.

c. Qualifications of the Proposed Project Workers.

The Superintendent/Principal or designee will insure that all personnel hired, or NGO employees responsible for carrying out services pursuant to the agreement with the NGO meet all statutory requirements and have the appropriate training/credentials and or licenses and experience for the position.

d. Proven Ability of the NGO to successfully complete the project.

The Superintendent/Principal or designee will evaluate the NGO's past project performance and effectiveness.

e. Appropriateness of Proposal

The Superintendent/Principal or designee will examine the proposing NGO's solution to insure it is tailored to the unique characteristics of the district's needs.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.5 Contracts for management consulting service related to food service

49431-49431.5 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: March 13, 2019 Stewarts Point, California

Kashia ESD

Administrative Regulation

Fire Drills And Fires

AR 3516.1

Business and Noninstructional Operations

Fire Drills

The Superintendent shall cause the fire alarm signal to be sounded at least once every month. (Education Code 32001)

The Superintendent shall also hold fire drills at least once a month at the elementary level, four times every school year at the intermediate level, and not less than twice every school year at the secondary level. (Education Code 32001)

1. The Superintendent shall notify staff as to the schedule for fire drills.
2. Whenever a fire drill is held, all students, teachers and other employees shall be directed to leave the building. (5 CCR 550)
3. Teachers shall ascertain that no student remains in the building.
4. Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
5. The Superintendent/Principal or designee shall keep a record of each fire drill conducted.

Fires

When a fire is discovered in any part of the school, the following actions shall be taken:

1. The Superintendent/Principal or designee shall sound fire signals, unless the school and/or building is equipped with an automatic fire detection and alarm system. (Education Code 32001)
2. The Superintendent/Principal or designee shall call 911.
3. All persons shall be directed to leave the building and shall proceed outside to designated assembly areas.
4. Staff shall give students clear direction and supervision and help maintain a calm and orderly response.

5. In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.

6. In outside assembly areas, the Superintendent, designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff.

7. If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Legal Reference:

EDUCATION CODE

17074.50-17074.56 Automatic fire detection, alarm and sprinkler systems

32001 Uniform fire signals

32040 Duty to equip school with first aid kit

CODE OF REGULATIONS, TITLE 5

550 Fire drills

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT

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Administrative Regulation

Earthquake Emergency Procedure System

AR 3516.3

Business and Noninstructional Operations

Earthquake Preparedness

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff
2. A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows

Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.

3. Protective measures to be taken before, during, and following an earthquake
4. A program to ensure that students and staff are aware of and properly trained in the earthquake emergency procedure system

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent/Principal or designee may work with the California Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency

procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate outside areas and alternative areas, which may include areas off campus if necessary, in which students will assemble following evacuation. In designating such areas, the Superintendent/Principal or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures shall designate evacuation routes and alternative routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

The Superintendent/Principal or designee shall identify potential earthquake hazards in classrooms and other district facilities. Potential hazards may include, but are not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, such shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

Earthquake While Indoors at School

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.
2. In laboratories, burners should be extinguished if possible before taking cover.
3. As soon as possible, staff shall move students away from windows, shelves, and heavy objects and furniture that may fall.
4. After the earthquake, the Superintendent/Principal or designee shall determine whether planned evacuation routes and assembly areas are safe and shall communicate with teachers and other staff.

5. When directed by the Superintendent/Principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and have the students evacuate the building in an orderly manner.

Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

1. Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.
2. Staff shall have students perform the drop procedure.
3. Staff shall have students stay in the open until the earthquake is over or until further directions are given.

Earthquake While on the Bus

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety. The driver shall pull to the side of the road, away from any outside hazards if possible, and turn off the ignition. As soon as possible, the driver shall contact the Superintendent/Principal or designee for instructions before proceeding on the route.

(cf. 3543 - Transportation Safety and Emergencies)

Subsequent Emergency Procedures

After the earthquake has subsided, the following actions shall be taken:

1. Staff shall extinguish small fires if possible.
2. Staff shall provide assistance to any injured students, take roll, and report missing students to the Superintendent/Principal or designee.
3. Staff and students shall not light any stoves or burners until the area is declared safe.
4. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.
5. The Superintendent/Principal or designee shall post staff at a safe distance from all building entrances and instruct staff and students to not reenter until the buildings are declared safe.
6. The Superintendent/Principal or designee shall request assistance as needed from the

county or city civil defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

GOVERNMENT CODE

3100 Public employees as disaster service workers

8607 Standardized Emergency Management System (SEMS)

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized Emergency Management System

Management Resources:

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

Guidebook for Developing a School Earthquake Safety Program, 1990

OFFICE OF EMERGENCY SERVICES PUBLICATIONS

The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty
Guide and Checklist for Nonstructural Earthquake Hazards in California Schools, January 2003

School Emergency Response: Using SEMS at Districts and Sites, June 1998

WEB SITES

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

American Red Cross: <http://www.redcross.org>

California Office of Emergency Services: <http://www.oes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Federal Emergency Management Agency (FEMA): <http://www.fema.gov/hazards/earthquakes>

National Incident Management System (NIMS): <http://www.fema.gov/emergency/nims>

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT

approved: March 13, 2019 Stewarts Point, California

Kashia ESD

Board Policy

Emergency Schedules

BP 3516.5

Business and Noninstructional Operations

In order to provide for the safety of students and staff, the Board of Trustees authorizes the Superintendent/Principal or designee to close the school, to change the regular school day schedule, or to take any necessary action when adverse weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 6112 - School Day)

The Superintendent/Principal or designee shall establish a system for informing students and parents/guardians when school buses are not operating or when the school day schedule is changed or the school is closed.

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

In the event that students arrive at school when the school day schedule changes or the schedule changes after school has begun, the Superintendent/Principal or designee shall ensure that supervision is provided in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.1 - Fire Drills and Fires)

(cf. 3516.2 - Bomb Threats)

(cf. 3516.3 - Earthquake Emergency Procedure System)

The Superintendent/Principal or designee may provide a means to compensate for lost instructional time later during the year. Students and parents/guardians shall receive timely advanced notice of any resulting changes in the school calendar or school day schedule.

(cf. 6111 - School Calendar)

Legal Reference:

EDUCATION CODE

41422 Schools not maintained for 175 days

46010 Total days of attendance

46100-46192 Attendance; maximum credit; minimum day

46390 Calculation of ADA in emergency

46392 Decreased attendance in emergency situation

VEHICLE CODE

34501.6 School buses; reduced visibility

Kashia ESD

Board Policy

Facilities Inspection

BP 3517

Business and Noninstructional Operations

The Board of Trustees recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

(cf. 0510 - School Accountability Report Card)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3111 - Deferred Maintenance Funds)
(cf. 3514 - Environmental Safety)

The Superintendent/Principal or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:

1. Gas Leaks: Gas systems and pipes appear safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.
3. Windows/Doors/Gates/Fences (interior and exterior): Conditions that pose a safety and/or security risk are not evident.
4. Interior Surfaces (floors, ceilings, walls, and window casings): Interior surfaces appear to be clean, safe, and functional.
5. Hazardous Materials (interior and exterior): There does not appear to be evidence of hazardous materials that may pose a threat to students or staff.
6. Structural Damage: There does not appear to be structural damage that could create hazardous or uninhabitable conditions.
7. Fire Safety: The fire equipment and emergency systems appear to be functioning properly.
8. Electrical (interior and exterior): There is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.
9. Pest/Vermin Infestation: Pest or vermin infestation is not evident.
10. Drinking Fountains (inside and outside): Drinking fountains appear to be accessible and functioning as intended.

11. Restrooms: Restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).
12. Sewers: Sewer line stoppage is not evident.
13. Roofs (observed from the ground, inside/outside the building): Roof system appears to be functioning properly.
14. Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional.
15. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.

The Superintendent/Principal or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent/Principal or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to the district school by the County Superintendent of Schools.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control, especially:

17584 Deferred maintenance

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

Management Resources:

CSBA PUBLICATIONS

Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT
adopted: March 13, 2019 Stewarts Point, California

Kashia ESD

Board Policy

Risk Management/Insurance

BP 3530

Business and Noninstructional Operations

The Board of Trustees strongly supports a risk management program that protects district resources and promotes the safety of students, staff and the public.

The Superintendent/Principal or designee shall establish a risk management program that uses effective safety and loss control practices. The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection. To determine the most economical means of insuring the district consistent with required services, the Superintendent/Principal or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means.

The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.

To attempt to minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent/Principal or designee shall ensure that these policies and related procedures are enforced fairly and consistently.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11- Sexual Harassment)
(cf. 4132/4232/4332- Publication or Creation of Materials)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4158/4258/4358- Employee Security)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 9260 - Legal Protection)

The Superintendent/Principal or designee shall report to the Board once a year on the district's risk management activities.

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to district

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:

35208 Liability insurance

35211 Driver training civil liability insurance

35213 Reimbursement for loss, destruction or damage of personal property

35214 Liability self-insurance

35331 Medical or hospital service for students on field trip

39837 Transportation of pupils to places of summer employment

41021 Requirement for employees' indemnity bonds

44873 Qualifications for physician (liability coverage)

49470-49474 District medical services and insurance

GOVERNMENT CODE

820.9 Board members not vicariously liable for injuries caused by district

989-991.2 Local public entity insurance

LABOR CODE

3200-4855 Workers' compensation

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: March 13, 2019 Stewarts Point, California

Kashia ESD

Administrative Regulation

Risk Management/Insurance

AR 3530

Business and Noninstructional Operations

Risk Management

The Superintendent/Principal or designee shall take action to:

1. Identify the risks inherent in the operation of district programs
2. Assess the above risks and keep records of accidents, losses and damage
3. Mitigate risks through loss control and safety-related activities
4. Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees may be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1240 - Volunteer Assistance)

(cf. 1330 - Use of School Facilities)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3430 - Investing)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4112.42/4212.42/4312.43 - Drug and Alcohol Testing for School Bus Drivers)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4157/4257/4357- Employee Safety)

(cf. 4212.5 - Criminal Record Check)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.61 - Drug Testing)

(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5142 - Safety)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
(cf. 9260 - Legal Protection)

Insurance

Insurance coverage shall include, but may not be limited to:

1. Liability insurance (Education Code 35200-35214)
2. Fire insurance for buildings, equipment and vehicles (Education Code 17565)
3. Workers' compensation insurance (Labor Code 3700)
4. Fidelity bond insurance (Education Code 41021)

A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)

(cf. 1330 - Use of School Facilities)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 5143 - Insurance)
(cf. 9260 - Legal Protection)

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT
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Kashia ESD

Board Policy

Consultants

BP 3600

Business and Noninstructional Operations

The Board of Trustees authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent/Principal or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

-- All consultant contracts shall be brought to the Board for approval.

(cf. 3312 - Contracts)

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

(cf. 3311 - Bids)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent/Principal or designee, depending on the range of duties to be performed by the consultant. The Superintendent/Principal or designee shall consider this statement when deciding whether to recommend the consultant's employment.

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education or other public agency serve

as consultant or resource persons for the district, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

Legal Reference:

EDUCATION CODE

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172(a) Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

53060 Contract for special services and advice

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

Policy KASHIA ELEMENTARY SCHOOL DISTRICT
adopted: March 13, 2019 Stewarts Point, California