

Agenda  
Governing School Board  
Wednesday, March 11, 2020  
4:00 p.m.  
Office, Kashia School District

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

Glenda Antone \_\_\_\_\_

Frances Johnson \_\_\_\_\_

Charlene Pinola \_\_\_\_\_

Joseph Swain \_\_\_\_\_

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

Resignation Letter from Maxine Barboza from the Board of Trustees

5. Appoint Board Member for Term which Expires December 2022

5.1 Administer Oath of Office

6. Consent Agenda

6.1 Approve Minutes from February 12, 2020

6.2 Approve Warrants for February 2020

7. Reports and Communications

7.1 Governing Board Members

7.2 Superintendent

7.3 Teacher/Aide

7.4 Business Manager

7.5 PTO

8. Items Scheduled for Information and Discussion

8.1 Second Reading Board Policies

BP1000 Concepts and Roles

BP1020 Youth Services

BP1100 Communication with the Public

BP1112 Media Relations

BP1113 District and School Web Sites

AR1113 District and School Web Sites

BP1230 School Connected Organizations

AR1230 School Connected Organizations

BP1240 Volunteer Assistance

AR1240 Volunteer Assistance

BP1250 Visitors/Outsiders

---

AR1250 Visitors/Outsiders  
BP1260 Educational Relations

Agenda - Continued  
Governing School Board  
Wednesday, March 11, 2020  
4:00 p.m.  
Office, Kashia School District

9. Items Scheduled for Discussion and Action
  - 9.1 Approve 2<sup>nd</sup> Interim Report
  - 9.2 Approve MOU for Data Sharing Services with SCOE
10. Items Scheduled for Future Board Meetings
  - 10.1 Board Policies
  - 10.2 Budget Review 2020-20
  - 10.3 LCAP Process
  - 10.4 2020-21 School Calendar
11. Adjournment

Next Regular Board Meeting  
Wednesday, April 8, 2020 4:00pm

---

2/12/2020

To Whom it may Concern

I MAXINE BARBOZA is a Board member for Kashia Elementary School in Stewarts Point.

The reason for this letter is I would like to step down from the Board. I have been a Board member for about 10 yrs now and now I am not in good health as I use to be.

If anyone needs to call me my phone #

707-291-7603-home

707-292-5641-cell

Maxine Barboza

P.O. Box 57

Stewarts Point, Ca

95480

2/12/2020

To Whom it may Concern

I MAXINE BARBOZA is a Board member for Kashia Elementary School in Stewarts Point.

The reason for this letter is I would like to step down from the Board. I have been a Board member

for about 10 yrs now and now I am not in good health as I use to be.

If anyone needs to call me my phone #

707-291-7603-home

707-292-5641-cell

Maxine Barboza

P.O. Box 57

Stewarts Point, Ca

95480

(To be issued by School District and sent to County Superintendent of Schools)

## Notice of Appointment of Governing Board Member

(City) California Stewarts Point (date) 3/11/2020

To: Sonoma County Superintendent of Schools

From: (District) Kashua School District

THIS IS TO CERTIFY that in accordance with the provisions of the Education Code of California, the Governing Board of

the District of Sonoma County, California at a ☒ regular ☐ special meeting held on (date)

that Gene Parrish  
(name) of (address) was provisionally appointed to the Governing Board to hold office until the next regularly scheduled election for district governing board members. A copy of the Oath of Office is attached.

Francis J. Johnson  
Clerk or Secretary of the Governing Board

For County Office Use:

Registration check \_\_\_\_\_  
(date and initials)

Appointment entered in record: \_\_\_\_\_  
(date and initials)

(To be sent by appointee to County Superintendent of Schools)

### Oath of Office

(E.C. §200, California Constitution, Article XX, §3)

I, Gene Parrish, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signed Gene Z. Parrish

Mailing Address P.O. Box 32 Stewarts Point

State of California Ca 95480  
County of Sonoma

Subscribed and sworn (or affirmed) before me this 11<sup>th</sup> day of March 2020

By Charlene Pirolo  
Signature of Person Administering Oath



## Sonoma County

Office of Education

5340 Skylane Boulevard  
Santa Rosa, CA 95403-8246  
(707) 524-2600 | scoe.org

February 18, 2020

Frances Johnson  
Kashia School District  
31510 Skaggs Springs Road  
P.O. Box 129  
Stewarts Point, CA 95480

Dear Frances,

Maxine Barboza's letter of resignation from the Kashia's School District Board of Trustees was received on February 13, 2020 with an effective resignation date of February 12, 2020. The procedure to fill a board member vacancy is as follows:

The law requires a school district governing board to order an election or to make a provisional appointment within sixty (60) days from the date of the vacancy or of the filing if the resignation contains a deferred effective date (Education Code Section 509I).

The effective date of the resignation may not be deferred for more than sixty (60) days after the filing with the County Superintendent of Schools (Education Code Section 509I). If the resignation contains a deferred effective date, the resigning member has the right to exercise all the powers granted to members of the governing board except that he or she does not have the right to vote on the provisional appointment of his or her successor (Education Code Section 35178). In the event that a governing board fails to make an appointment or order an election during the 60-day period, I, as County Superintendent, am required by law to order an election to fill the vacancy.

The provisional appointment of the new member must be made and announced in a public meeting. A provisional appointment confers all powers and duties of a governing board member upon the appointee immediately following his or her appointment. Within ten (10) days after the provisional appointment, the governing board shall post notices of the actual vacancy or of the filing of a deferred resignation, and also the name of the provisional appointee in three (3) public places in the district and, further, shall publish the notice in a newspaper of general circulation published in the district. If no newspaper of general circulation is published in the district, the notice need not be published. The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of filing of and the effective date of the resignation. The notice shall also contain the full name of the provisional appointee to the board, and the date of his or her appointment, and a statement that unless a petition calling for a special election containing a sufficient number of signatures is filed in the office of the County Superintendent of Schools within thirty (30) days of the provisional appointment, the appointment shall become an effective appointment (Education Code Section 5092).

Steven D. Herrington, Ph.D. ■ Superintendent of Schools

Board of Education ■ Gina Cuclis, Herman G. Hernandez, Peter Kostas, Andrew Leonard, Lisa Wittke Schaffner

If a petition is received and determined to be legally sufficient, an election must be held no later than the 130<sup>th</sup> day after the determination. Nevertheless, if a regular election date will occur between the 130<sup>th</sup> and 150<sup>th</sup> day, the County Superintendent may call the election to be held on the regular election date (Education Code Section 509I). A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs.

Within a waiting period of thirty (30) days after the provisional appointment, if the district has not received a petition demanding an election from a number equaling 1-1/2 percent of the number of registered voters of the district at the time of the last regular election for governing board members, the appointment becomes an effective appointment.

If the appointment becomes effective, the appointee only serves until the next regularly scheduled election for district governing board members at which time an election is held to fill the vacancy for the remainder of the unexpired term.

Reminder: Under a district's conflict of interest code, a board member leaving office must file a leaving office statement and a newly appointed board member must file an assuming office statement. These forms are available from the County Clerk and must be filed with the County Clerk within 30 days of the board member leaving or assuming office.

NOTE: The appointment procedure (or election by reason of a voter petition) does not apply if the vacancy occurs within four (4) months of the end of the term of that position. It also does not apply if the vacancy or the filing of a deferred resignation with the County Superintendent of Schools occurs between six (6) months and one hundred and thirty (130) days before a regularly scheduled governing board election and the position is not scheduled to be filled at that election. In both these situations, the position must remain vacant and is filled at the regularly scheduled election.

If the position was scheduled to be filled at the regularly scheduled election, the person elected at that election shall only hold office for the remainder of the term of that position (Education Code 5093).

If you have any questions, please call.

Sincerely,



Steven D. Herrington, Ph.D.  
Sonoma County Superintendent of Schools

Attachment: Notice of Appointment of Governing Board Member form

## Trustee Resignations

Trustee resignation becomes effective the date the County Superintendent receives the resignation letter (even if the letter states a date prior to the receipt of the letter).

The school district governing board must order an election or make a provisional appointment within **60 days** from the date of the vacancy or of the **filing** if the resignation contains a deferred effective date

If the resignation contains a deferred date and is "filed" with the Superintendent's Office, the resigning member has the right to exercise all the powers granted etc. except he/she cannot vote on the provisional appointment or successor

IF a provisional appointment is NOT made within 60 days the superintendent must order a special election to fill the vacancy (this is very costly and should be avoided).

If all of the required postings/announcements are made and petitions against the appointment are not made the appointment becomes effective 30 days after the appointment was made.

The appointee will only serve until the next regularly scheduled election for district governing board members at which time an election is held to fill the vacancy for the remainder of the unexpired term.

The appointment procedure does not apply if the vacancy occurs within 4 months of the end of the term of that position. It also does not apply if the vacancy or the filing of the deferred resignation with the County Superintendent occurs between six months and one hundred and thirty days before a regularly scheduled governing board election and the position is not scheduled to be filled at that election. In both of these situations, the position must remain vacant and is filled at the regularly scheduled election.

***Must hold the seat open (no appointment) if the resignation occurs less than six months before a regularly scheduled election or if the vacancy occurs within four months of the end of the term of that position***

\*\* If the vacancy occurs or the resignation is filed between 6 months (may 10, 2012) and 130 days (June 29, 2012) the seat should remain vacant and no appointment should be made if the position is currently not scheduled to go to election.



The procedure to fill a board member vacancy is as follows:

The law requires a school district governing board to order an election or to make a provisional appointment within sixty (60) days from the date of the vacancy or of the filing if the resignation contains a deferred effective date (Education Code Section 5091). The effective date of the resignation may not be deferred for more than sixty (60) days after the filing with the County Superintendent of Schools (Education Code Section 5091). If the resignation contains a deferred effective date, the resigning member has the right to exercise all the powers granted to members of the governing board except that he or she does not have the right to vote on the provisional appointment of his or her successor (Education Code Section 35178). In the event that a governing board fails to make an appointment or order an election during the 60-day period, I, as County Superintendent, am required by law to order an election to fill the vacancy.

The provisional appointment of the new member must be made and announced in a public meeting. A provisional appointment confers all powers and duties of a governing board member upon the appointee immediately following his or her appointment. Within ten (10) days after the provisional appointment, the governing board shall post notices of the actual vacancy or of the filing of a deferred resignation, and also the name of the provisional appointee in three (3) public places in the district and, further, shall publish the notice in a newspaper of general circulation published in the district. If no newspaper of general circulation is published in the district, the notice need not be published. The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of filing of and the effective date of the resignation. The notice shall also contain the full name of the provisional appointee to the board, and the date of his or her appointment, and a statement that unless a petition calling for a special election containing a sufficient number of signatures is filed in the office of the County Superintendent of Schools within thirty (30) days of the provisional appointment, the appointment shall become an effective appointment (Education Code Section 5092).

If a petition is received and determined to be legally sufficient, an election must be held no later than the 130<sup>th</sup> day after the determination. Nevertheless, if a regular election date will occur between the 130<sup>th</sup> and 150<sup>th</sup> day, the County Superintendent may call the election to be held on the regular election date (Education Code Section 5091). A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs.

Within a waiting period of thirty (30) days after the provisional appointment, if the district has not received a petition demanding an election from a number equaling 1-1/2 percent of the number of registered voters of the district at the time of the last regular election for governing board members, the appointment becomes an effective appointment.

If the appointment becomes effective, the appointee only serves until the next regularly scheduled election for district governing board members at which time an election is held to fill the vacancy for the remainder of the unexpired term.

Reminder: Under a district's conflict of interest code, a board member leaving office must file a leaving office statement and a newly appointed board member must file an assuming office statement. These forms are available from the County Clerk and must be filed with the County Clerk within 30 days of the board member leaving or assuming office.

NOTE: The appointment procedure (or election by reason of a voter petition) does not apply if the vacancy occurs within four (4) months of the end of the term of that position. It also does not apply if the vacancy or the filing of a deferred resignation with the County Superintendent of Schools occurs between six (6) months and one hundred and thirty (130) days before a regularly scheduled governing board election and the position is not scheduled to be filled at that election. In both these situations, the position must remain vacant and is filled at the regularly scheduled election.

If the position was scheduled to be filled at the regularly scheduled election, the person elected at that election shall only hold office for the remainder of the term of that position (Education Code 5093).

**KASHIA ELEMENTARY SCHOOL DISTRICT  
ORGANIZATION/BOARD OF EDUCATION/ADMINISTRATION  
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

---

ORGANIZATION

The Kashia Elementary School District was established in 1877 to provide elementary education to pupils in kindergarten through eighth grade. The District currently operates one elementary school. There were no boundary changes during the year.

BOARD OF EDUCATION

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Charlene Pinola	President	December 2020
Glenda Autone	Clerk	December 2022
Maxine Barboza	Trustee	December 2022

ADMINISTRATION

Frances Johnson  
Superintendent/Principal



Patti Pomplin <ppomplin@kashiaesd.org>

## Appointment of Temporary Kashia Trustee

10 messages

Kimberly Vallee <kvallee@scoe.org>

Thu, Mar 5, 2020 at 5:31 PM

To: Frances Johnson <fjohnson@scoe.org>, "Herman G. Hernandez" <hhernandez@scoe.org>

Cc: Steve Herrington <sherrington@scoe.org>, Patti Pomplin <ppomplin@kashiaesd.org>

Hello Frances/Herman,

For your records, attached is the fully executed memo authorizing Herman G. Hernandez as a temporary trustee with the Kashia School Board. Please contact me if you have any questions.

Kimberly Vallée  
Administrative Operations Manager  
Assistant to the County Superintendent  
Sonoma County Office of Education  
(707) 524-2603



Temporary Trustee Appointment Kashia\_Herman Hernandez 03-05-20.pdf  
66K

Frances Johnson <fjohnson@scoe.org>

Fri, Mar 6, 2020 at 11:10 AM

To: Kimberly Vallee <kvallee@scoe.org>, Glenda Antone <glendaantone@gmail.com>

Cc: "Herman G. Hernandez" <hhernandez@scoe.org>, Steve Herrington <sherrington@scoe.org>, Patti Pomplin <ppomplin@kashiaesd.org>

Hi Kimberly and Steve,

Thank you for your concern and helpful suggestion for appointing a new Board Member for Kashia School. The Kashia School Board plans to make an appointment for the vacancy on March 11, 2020 (see Item 5 on the Board pkt).

If for any reason this does not occur we will let you know immediately.

[Quoted text hidden]

Frances Johnson  
Kashia School

Appointing Kashia Board Member.pdf  
4296K

Frances Johnson <fjohnson@scoe.org>

Fri, Mar 6, 2020 at 11:28 AM

To: "Pomplin, Patti" <ppomplin@kashiaesd.org>

Patti,

Hope things went well with your son. I thought of you a lot yesterday.

Please be my second set of eyes on appointing a new Board member. Board President Glenda plans to have an appointee at our March 11 meeting.

Thank you for making sure to include it on this March agenda. I know I interrupted you while you were at SCOE but I this is important and I am happy you included it on the upcoming agenda. Otherwise there may be time constraints. The Board wants to make their own appointments. This is a part of empowering the community in making good decisions for their children.

While SCOE is helpful they cannot assume that the Kashia Board will not appoint anyone.

Thanks!

[Quoted text hidden]

---

 **Appointing Kashia Board Member.pdf**  
4296K

---

**Frances Johnson** <fjohnson@scoe.org> Fri, Mar 6, 2020 at 11:37 AM  
To: "Pomplin, Patti" <ppomplin@kashiaesd.org>, Frances Johnson <fjohnson@scoe.org>, Glenda Antone <glendaantone@gmail.com>

FYI See email in response.

[Quoted text hidden]

[Quoted text hidden]

---

 **Temporary Trustee Appointment Kashia\_Herman Hernandez 03-05-20.pdf**  
66K

---

**Patti Pomplin** <ppomplin@kashiaesd.org> Fri, Mar 6, 2020 at 12:04 PM  
To: Frances Johnson <fjohnson@scoe.org>

Thank you Frances! Hopefully Glenda can talk someone willing and cooperative.

Sent from my iPhone

On Mar 6, 2020, at 11:28 AM, Frances Johnson <fjohnson@scoe.org> wrote:

[Quoted text hidden]

<Appointing Kashia Board Member.pdf>

---

**Frances Johnson** <fjohnson@scoe.org> Fri, Mar 6, 2020 at 2:50 PM  
To: "Pomplin, Patti" <ppomplin@kashiaesd.org>

Please let me know about the quorum issues. I have not done this before. How many for the quorum and who can be included?

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

From: **Frances Johnson** <fjohnson@scoe.org>  
Date: Fri, Mar 6, 2020 at 2:48 PM  
Subject: Re: Appointment of Temporary Kashia Trustee  
To: Steve Herrington <sherrington@scoe.org>

Thank you!

On Fri, Mar 6, 2020 at 12:39 PM Steve Herrington <sherrington@scoe.org> wrote:

Thanks we did this should have any quorum issues Steve

Sent from my iPhone

On Mar 6, 2020, at 11:10 AM, Frances Johnson <fjohnson@scoe.org> wrote:

[Quoted text hidden]

<Appointing Kashia Board Member.pdf>

---

Frances Johnson  
Kashia School  
[Quoted text hidden]

---

**Frances Johnson** <fjohnson@scoe.org>

Fri, Mar 6, 2020 at 3:02 PM

To: Patti Pomplin <ppomplin@kashiaesd.org>

Thank you! How many for a quorum?

How was yesterday?

[Quoted text hidden]

---

**Patti Pomplin** <ppomplin@kashiaesd.org>

Fri, Mar 6, 2020 at 5:28 PM

To: Frances Johnson <fjohnson@scoe.org>

For Kashia we have to have two of three board members to have a quorum

Sent from my iPhone

On Mar 6, 2020, at 3:03 PM, Frances Johnson <fjohnson@scoe.org> wrote:

[Quoted text hidden]

---

**Frances Johnson** <fjohnson@scoe.org>

Mon, Mar 9, 2020 at 8:50 AM

To: Patti Pomplin <ppomplin@kashiaesd.org>

That's what I thought. Thanks for the confirmation.

[Quoted text hidden]

---

**Herman Hernandez** <hhernandez@scoe.org>

Tue, Mar 10, 2020 at 11:32 AM

To: Frances Johnson <fjohnson@scoe.org>

Cc: Kimberly Vallee <kvallee@scoe.org>, Glenda Antone <glendaantone@gmail.com>, Steve Herrington <sherrington@scoe.org>, Patti Pomplin <ppomplin@kashiaesd.org>

Thank you for the update Ms. Johnson and best of luck. Keep me updated and I am happy to help. Take care!

Respectfully,

G

[Quoted text hidden]

Respectfully,

Herman G. Hernandez

**Pronouns:** He/Him/El

Sonoma County Office of Education, Board of Trustees, President

Kashia School District  
Minutes  
Board Meeting, February 12, 2020

1. Meeting called to order at 4:12 by Board President Charlene Pinola  
Roll Call: Trustee Glenda Antone, Trustee Maxine Barboza, Trustee Charlene Pinola  
Staff: Frances Johnson, Patti Pomplin, Joseph Swain  
Community: None
2. Approval of Agenda: Moved by Trustee Pinola, seconded by Trustee Antone and passed unanimously to approve the agenda as presented.
3. Public Comment on Non Agenda Items: None
4. Communication – SCOE – First Interim Review
5. Consent Agenda  
Moved by Trustee Pinola, seconded by Trustee Barboza and passed unanimously to approve the consent agenda as presented.
  - 5.1 Approved Minutes from January 22, 2020
  - 5.2 Approved Warrants from January 2020
6. Reports and Communications
  - 6.1 Governing Board – Trustee Antone would like students to take a field trip in April to see the aunts and uncles in the hoop dance at Skips. Trustee Pinola said Indian Health had a good demonstration against smoking using a pig lung.
  - 6.2 Superintendent – had a nice visit from Von (tribal council) who offered an attendance incentive (such as \$25 monthly) and another for grades (TBD), he also asked the school board to request money from the tribal council to be used for field trips and school activities; was assured that the current playground and equipment is deemed safe; students are excited to learn 3D design; winter break is next week.
  - 6.3 Aide – received a laser cutter, 3D printer and cricket – had examples which included Native American ideals.
  - 6.4 Business Manager – handed out information for the Hazard Mitigation Plan; will be contacting DTS to transfer the LCAP into the new format – attended workshops for both mitigation and LCAP; will be taking next week off.
  - 6.5 PTO – None
7. Items Scheduled for Information and Discussion
  - 7.1 First Reading Board Policies
    - BP1000 Concepts and Roles
    - BP1020 Youth Services
    - BP1100 Communication with the Public
    - BP1112 Media Relations
    - BP1113 District and School Web Sites

AR1113 District and School Web Sites  
BP1230 School Connected Organizations  
AR1230 School Connected Organizations  
BP1240 Volunteer Assistance  
AR1240 Volunteer Assistance  
BP1250 Visitors/Outsiders  
AR1250 Visitors/Outsiders  
BP1260 Educational Relations

7.2 Ending Balance Review

Went over audit page as well as multi-year projections to review ending balances.

8. Items Scheduled for Discussion and Action

8.1 Approve Updated Certificated Salary Schedule Starting July 1, 2020

Moved by Trustee Pinola, seconded by Trustee Antone and passed unanimously by the board to approve a new certificated salary schedule in order to be more competitive with local school districts.

8.2 Approve Bonus for Joseph Swain

Moved by Trustee Antone, seconded by Trustee Pinola and passed unanimously by the board to approve a one-time bonus for Joseph Swain in the amount of \$12,578.80, (which is the difference of Step 1 BA+30 and what is actually being paid for classroom aide), for appreciation in taking on extra duties due to lack of a teacher for the 2019-20 school year. Bonus will be paid monthly with the August through February paid on February supplemental.

8.3 Approve Budget Updates

Additional updates will be happen prior to the 2<sup>nd</sup> Interim in order to cover Impact Grant funds received since board packet was prepared. Moved by Trustee Antone, seconded by Trustee Barboza and passed unanimously by the board to approve budget updates as presented.

8.4 Approve Winter Consolidated Application

The consolidated applications will now be done by the district. Winter submission was due by the end of February. Moved by Trustee Barboza, seconded by Trustee Antone and passed unanimously by the board to approve the ConAp as presented.

9. Items Scheduled for Future Board Meetings.

9.1 Board Policies

9.2 Budget Review

9.3 2<sup>nd</sup> Interim Report

10. Adjourned to Closed Session at 4:57

10.1 Classroom safety protocol – Tribal Administrator came to assure us that they had remedied the situation and the playground is safe.

10.2 After hours playground – board will post notice in the Community Center about intruders on the playground. Letters from the Board will be sent to parents of students intruding.

10.3 Summer investigation – Kashia Board voted to take legal action against SCOE in order to ensure that all administrative and teaching staff and Board members are treated in a fair and equitable manner, and that SCOE's



actions do not have an adverse effect on student safety and education progress.

11. Meeting Adjourned at 5:48

Next Meeting  
March 11, 2020 Meeting

Respectfully submitted: Patti Pomplin

Signed:   
Glenda Antone, Clerk

## Checks Dated 02/01/2020 through 02/29/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1769204	02/05/2020	Amerigas	01-5510	200821025/660461083		429.83
1769205	02/05/2020	Hansel Ford Lincoln	01-5630	154454 van		763.77
1769206	02/05/2020	Healdsburg Lumber Co	01-4380	battery/lag bolt		10.37
1769207	02/05/2020	Houghton Mifflin Harcourt	01-4310	joseph		48.15
1769208	02/05/2020	Joseph Swain	01-4700	fry bread	16.39	
			01-5200	drop off van at Hansel	36.74	
1769209	02/05/2020	Linda Mahoney	01-4350	stealhead training	58.65	111.78
1769210	02/05/2020	Gene Parrish	01-5200	pizza for socoe meeting		82.61
1769211	02/05/2020	Patti Pomplin	01-4310	iep travel 03/02 to 03/06		319.10
			01-4310	IEP file boxes	72.00	
				terrarium controller/macbook adapter	77.92	
1769212	02/05/2020	Alliance One, LLC Account: The Genesis Group	01-4353	phone	43.29	193.21
1770262	02/07/2020	Amerigas	01-5807	late fee		5.70
1770263	02/07/2020	Frances Johnson	01-5510	200821025		96.66
1770264	02/07/2020	Joseph Swain	01-5202	Dr. Herrington		74.75
			01-4310	3d printer	167.49	
				books/keys	56.01	
1770265	02/07/2020	Pacific Gas & Electric	01-4353	keys	10.79	234.29
			01-5520	28343238771	113.69	
				94383733055	86.21	199.90
1770266	02/07/2020	Gene Parrish	01-5200	IEP travel week of 03/09/20 to 03/13/20		319.10
1770267	02/07/2020	Patti Pomplin	01-5202	loap		74.75
1770268	02/07/2020	Wells Fargo Vendor Fin Serv	01-5632	3000927141		139.65
1771254	02/14/2020	Document Tracking Service	01-5800	LCAP transfer service		395.00
1771255	02/14/2020	Gualala Supermarket	01-4310	food and cleaning supplies		65.92
1771256	02/14/2020	Independent Coast Observer	01-5825	3559492		151.40
1771257	02/14/2020	Kashia Utilities District	01-5530	kud67938		46.31
1771258	02/14/2020	Coleen McCloud	01-5200	jenner for meals	72.45	
			01-5800	van	81.00	153.45
1771259	02/14/2020	Gene Parrish	01-5200	march 16 to march 20 IEP		319.10
1771260	02/14/2020	Patti Pomplin	01-4353	purple air		289.57
1771261	02/14/2020	Ray Morgan Company	01-5632	cn12373-02		30.54
1771262	02/14/2020	Recology Sonoma Marin	01-5560	1812654333 jan to march		962.82
1771263	02/14/2020	Sonoma County Office Of Ed	01-4310	vinyl cutter		300.00
1771264	02/14/2020	Alliance One, LLC Account: The Genesis Group	01-5807	dec 10	340.00	
				dec 4 to dec 6	340.00	
				jan 21 and 23	805.00	

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

ESCAPE

ONLINE

## Checks Dated 02/01/2020 through 02/29/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1771264	02/14/2020	Alliance One, LLC Account: The Genesis Group	01-5807	jan 28 seis	465.00	
					250.00	2,200.00
				Total Number of Checks	27	8,017.73

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	27	8,017.73
	Total Number of Checks	27	8,017.73
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		8,017.73

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

046 - Kashia

Generated for Patti Pomplin (PPOMPLIN), Mar 4 2020 6:46AM

ESCAPE ONLINE

Page 2 of 2

# **Kashia ESD**

## **Board Policy**

### **Concepts And Roles**

BP 1000

#### **Community Relations**

The Board of Trustees desires to represent the community and provide leadership in addressing community issues related to education. In order to identify community concerns and enlist support for the school, the Board shall establish effective two-way communication systems between the school and the community.

School, parents/guardians, community members and local organizations must continually collaborate as partners. The Board and the Superintendent/Principal or designee shall work together with city and county agencies and organizations to promote and facilitate coordinated services for children, and shall seek to develop partnerships with local businesses.

(cf. 1020 - Youth Services)

(cf. 1700 - Relations between Private Industry and the Schools)

The Board recognizes that the school is an important community resource and encourages community members to make appropriate use of school facilities. Community members are also encouraged to attend Board meetings, participate in school activities, and take an active interest in issues that affect the school. The Board and Superintendent/Principal or designee shall keep community members well informed about district needs and accomplishments and shall ensure that they have opportunities to share in developing educational policies, programs and evaluation processes.

(cf. 0510 - School Accountability Report Card)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1240 - Volunteer Assistance)

(cf. 1330 - Use of School Facilities)

(cf. 6020 - Parent Involvement)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 9323 - Meeting Conduct)

The Board recognizes that its ability to fulfill the community's expectations for a high-quality educational program depends on the level of support provided by the state and federal government as well as the community. The Board therefore shall study legislative processes and issues, establish ongoing relationships with state and local leaders and the media, adopt positions on key issues, set priorities for advocacy, and collaborate with other organizations and coalitions in legislative and legal advocacy efforts.

(cf. 1112 - Media Relations)

(cf. 1160 - Political Processes)  
(cf. 9000 - Role of the Board)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35172 Promotional activities

Policy KASHIA ELEMENTARY SCHOOL DISTRICT  
adopted: April 08, 2020      Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **Youth Services**

BP 1020

#### **Community Relations**

The Board of Trustees desires to help all district students achieve to their highest potential regardless of their social, health, or economic circumstances and recognizes that schools alone cannot meet all the complex needs of children. The district shall provide support services for children and families to the extent possible and shall work with other local governments, businesses, foundations, and community-based organizations, as appropriate, to improve the health, safety, and well-being of the community's youth.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 5030 - Student Wellness)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5136 - Gangs)  
(cf. 5141.32 - Health Screening for School Entry)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5141.52 - Suicide Prevention)  
(cf. 5141.6 - School Health Services)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5149 - At-Risk Students)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6173 - Education for Homeless Children)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6300 - Preschool/Early Childhood Education)

The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of district and community resources.

The Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.

(cf. 0200 - Goals for the School District)  
(cf. 9140 - Board Representatives)

The Superintendent and appropriate staff shall cooperate with public and private entities in the planning and implementation of joint projects or activities within the community. The Superintendent/Principal or designee may designate a coordinator to ensure effective

implementation of the district's responsibilities in any such collaborative project.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

In order to identify priorities for youth services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health, homelessness, placement in foster care, lack of access to child care, substance abuse, or

violence. The needs assessment also should examine the extent to which those needs are being met through existing services in the district and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.

The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions.

(cf. 1330 - Use of School Facilities)

(cf. 3100 - Budget)

All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.

The Superintendent/Principal or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.

In order to facilitate service delivery or determination of eligibility for services, the district may share information with other appropriate agencies with parent/guardian consent and in accordance with laws pertaining to confidentiality and privacy.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5125 - Student Records)

The Board shall receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.

(cf. 0500 - Accountability)

The Board shall communicate with the community about the district's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and

youth.

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

(cf. 9000 - Role of the Board)

#### Legal Reference:

##### EDUCATION CODE

8800-8807 Healthy Start support services for children

49073 Privacy of student records

49075 Parent/guardian permission for release of student records

49557.2 Sharing of information for MediCal eligibility

##### HEALTH AND SAFETY CODE

120440 Immunization records; release to local health departments

130100-130155 Early childhood development; First 5 Commission

##### WELFARE AND INSTITUTIONS CODE

5850-5883 Mental Health Services Act

18961.5 Computerized database; families at risk for child abuse; sharing of information

18980-18983.8 Child Abuse Prevention Coordinating Council

18986-18986.30 Interagency Children's Services Act

18986.40-18986.46 Multidisciplinary services teams

18986.50-18986.53 Integrated day care program

18987.6-18987.62 Family-based services

#### Management Resources:

##### CSBA PUBLICATIONS

Expanding Access to High-Quality Preschool Programs: A Resource Guide for School Leaders, rev. April 2008

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

Mental Health Services Act (Proposition 63): Collaborative Opportunity to Address Mental Health, Policy Advisory, October 2007

Maximizing School Board Governance: Community Leadership, 1996

##### CHILDREN NOW PUBLICATIONS

California Report Card: The State of the State's Children, 2008

##### CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006

Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

##### YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, 1995

##### WEB SITES

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

California Department of Education, Learning Support: <http://www.cde.ca.gov/ls>



California Department of Public Health: <http://www.cdph.ca.gov>  
California Department of Social Services: <http://www.dss.cahwnet.gov>  
California State Association of Counties: <http://www.csac.counties.org>  
Children Now: <http://www.childrennow.org>  
Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>  
First 5 California: <http://www.ccfc.ca.gov>  
League of California Cities: <http://www.cacities.org>  
Youth Law Center: <http://www.ylc.org>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT  
adopted: April 08, 2020      Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **Communication With The Public**

BP 1100

#### **Community Relations**

The Board of Trustees recognizes the district's responsibility to keep the public informed regarding the goals, programs, achievements, and needs of the school and district and to be responsive to the concerns and interests expressed by members of the community.

(cf. 1000 - Concepts and Roles)

The Superintendent/Principal or designee shall establish strategies for effective two-way communications between the district and the public and shall consult with the Board regarding the role of Board members as advocates for the district's students, programs, and policies.

(cf. 9000 - Role of the Board)

The Superintendent/Principal or designee shall distribute communications protocols and procedures to the Board and staff, which include, but are not limited to, identification of spokesperson(s) authorized to speak to the media on behalf of the district, job descriptions that identify the responsibilities of the public information officer and other staff members related to communications with the public, strategies for coordinating communications activities, legal requirements pertaining to confidentiality as well as the public's right to access records, and the importance of presenting a consistent, unified message on district issues.

(cf. 1112 - Media Relations)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 9005 - Governance Standards)

(cf. 9010 - Public Statements)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Superintendent/Principal or designee shall utilize a variety of communications methods in order to provide the public with adequate access to information. Such methods may include, but not be limited to, school newsletters, mailings, the school web site, direct email communications, recorded telephone messages for parent/guardian information, the school accountability report card, community forums and public events, notices sent home with students, and news releases and meetings with editorial boards.

(cf. 0510 - School Accountability Report Card)

(cf. 1113 - District and School Web Sites)  
(cf. 5145.6 - Parental Notifications)

In developing communications strategies, the Superintendent/Principal or designee shall take into account the needs of all members of the public, including those whose primary language is not English and those who are visually or hearing impaired or have other special needs.

The Superintendent/Principal or designee shall ensure that staff are responsive to requests by parents/guardians or members of the public for information or assistance and may provide staff with professional development in their "customer service" role as needed.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

The Superintendent/Principal or designee shall provide multiple opportunities for members of the public to give input on school issues and operations. Community members are encouraged to participate on school committees, provide input at Board meetings, submit suggestions to district staff, use the district's complaint procedures as appropriate, and become involved in school activities.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 1230 - School-Connected Organizations)  
(cf. 1240 - Volunteer Assistance)  
(cf. 1260 - Educational Foundation)  
(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 6020 - Parent Involvement)  
(cf. 9322 - Agenda/Meeting Materials)  
(cf. 9323 - Meeting Conduct)

#### Prohibition Against Mass Mailings at Public Expense

No newsletter or other mass mailing, as defined in Government Code 82041.5 and 2 CCR 18901, shall be sent by the district at public expense if such material aggrandizes one or more Board members. The name, signature, or photograph of a Board member may be included in such materials only as permitted by 2 CCR 18901. (Government Code 82041.5, 89001; 2 CCR 18901)

#### Comprehensive Communications Plan

The Superintendent/Principal or designee shall develop a written communications plan which establishes priorities for proactive community outreach to build support for district programs and issues. The plan shall also incorporate strategies for effective communications during an

emergency or other situation that may arise.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1160 - Political Processes)

(cf. 1330 - Use of School Facilities)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The plan shall identify specific communications goals aligned with the district's vision and goals for student learning. For each communications goal, the plan shall identify key messages, individuals or groups that can help the district achieve its goal, strategies tailored for communicating with each target audience, timelines, persons responsible for each activity, and budget implications.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

As appropriate for each issue, target audiences may include parents/guardians, the media, local governmental agencies, businesses, community organizations and civic groups, postsecondary institutions, health care professionals, child care providers, senior citizens, community leaders, state or federal legislators or agencies, and/or other segments of the public.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

The Superintendent/Principal or designee shall annually evaluate the implementation and effectiveness of the district's communications plan and recommend to the Board whether the goals and key issues identified in the plan need to be revised to meet changing circumstances or priorities.

(cf. 0500 - Accountability)

#### Legal Reference:

##### EDUCATION CODE

35145.5 Board meetings, public participation

35172 Promotional activities

38130-38138 Civic Center Act

##### GOVERNMENT CODE

54957.5 Meeting agendas and materials

82041.5 Mass mailing

89001 Newsletter or mass mailing

##### CODE OF REGULATIONS, TITLE 2

18901 Mass mailings sent at public expense

Management Resources:

CSBA PUBLICATIONS

Mass Mailings at Public Expense, Legal Advisory, January 2007

911: A Manual for Schools and the Media During a Campus Crisis, 2001

Political Activities of School Districts: Legal Issues, rev. 2001

Maximizing School Board Governance: Community Leadership, 1996

WEB SITES

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

California School Public Relations Association: <http://www.calspra.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020      Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **Media Relations**

BP 1112

### **Community Relations**

The Board of Trustees respects the public's right to information and recognizes that the media significantly influence the community's understanding of school programs. In order to develop and maintain positive media relations, the Board and the Superintendent desire to reasonably accommodate media requests for information and to provide accurate, reliable and timely information.

Media representatives are welcome at all Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

(cf. 9322 - Agenda/Meeting Materials)

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

Staff may provide the media with student directory information, including, but not limited to, the name of a student, grade level, honors, and activities, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release information that is private or confidential as required by law, Board policy or administrative regulation. No other access to student records or personally identifiable student information may be provided without written parent/guardian permission.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 9010 - Public Statements)

(cf. 9321.1 - Closed Session Actions and Reports)

### **Interviewing and Photographing Students**

The district shall not impose restraints on students' right to speak freely with media representatives at those times which do not disrupt a student's educational program. However, interviews of students may not create substantial disorder or impinge on the rights of others. Therefore, in order to minimize possible disruption, media representatives who wish to interview

students at school are strongly encouraged to make prior arrangements with the Superintendent/Principal or designee. At their discretion, parents/guardians may instruct their children not to communicate with media representatives.

(cf. 5145.2 - Freedom of Speech/Expression)

In order to protect the privacy and safety of students, a media representative who wishes to photograph students on school grounds should first make arrangements with the Superintendent/Principal or designee.

When interviewing or photographing a special education student, he/she shall not be identified as a special education student without prior, written parent/guardian permission.

#### Media Communications Plan

In order to help develop strong relations with the media, the Superintendent/Principal or designee shall develop a proactive media communications plan. This plan may include, but not be limited to, information related to district programs and needs, student awards, school accomplishments and events of special interest.

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

The plan shall specify the district's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent and public information officer. Other Board members and staff may be asked by the Superintendent/Principal or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue.

The Superintendent/Principal or designee shall provide training on effective media relations to all designated spokespersons.

(cf. 9240 - Board Development)

#### Crisis Communications Plan

During a disturbance or crisis situation, the first priority of school staff is to assure the safety of students and staff. However, the Board recognizes the need to provide timely and accurate information to parents/guardians and the community during a crisis. The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and district work together effectively, the Superintendent/Principal or designee shall develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification systems, and strategies for press conference logistics.

The Superintendent/Principal or designee shall include local law enforcement and media representatives in the crisis planning process.

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance of public school or meeting

35144 Special meetings

35145 Public meetings

35160 Authority of governing boards

35172 Promotional activities

EVIDENCE CODE

1070 Refusal to disclose news source

PENAL CODE

627-627.10 Access to school premises

COURT DECISIONS

Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302

ATTORNEY GENERAL OPINIONS

95 Ops.Cal.Atty.Gen. 509 (1996)

Management Resources:

CSBA PUBLICATIONS

911: A Manual for Schools and the Media During a Campus Crisis, 2001

WEB SITES

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

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020      Stewarts Point, California





# **Kashia ESD**

## **Board Policy**

### **District And School Web Sites**

BP 1113

#### **Community Relations**

To enhance communication with students, parents/guardians, staff, and community members, the Board of Trustees encourages the development and ongoing maintenance of district and school web sites. Web sites shall be aligned with the district's plans for communications and media relations.

(cf. 0000 - Vision)  
(cf. 0440 - District Technology Plan)  
(cf. 1100 - Communication with the Public)  
(cf. 1112 - Media Relations)  
(cf. 1230 - School-Connected Organizations)  
(cf. 1260 - Educational Foundation)  
(cf. 4040 - Employee Use of Technology)  
(cf. 6020 - Parent Involvement)

The Superintendent/Principal or designee may establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

#### **Content**

The Superintendent/Principal or designee shall develop content guidelines for district and school web sites. These guidelines shall be consistent with law, Board policy, and administrative regulation.

Staff, students, or other persons may submit materials for web publication to the district or school webmaster who shall ensure that the content adheres to district guidelines and policies.

(cf. 6145.5 - Student Organization and Equal Access)

District and school web sites shall not include content that is obscene, libelous, or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts, violate school rules, or substantially disrupt the school's orderly operation.

(cf. 5145.2 - Freedom of Speech/Expression)

The Superintendent/Principal or designee should ensure that copyright laws are not violated in the use of material on district or school web sites.

(cf. 4132/4232/4332 - Publication or Creation of Materials)  
(cf. 6162.6 - Use of Copyrighted Materials)

Any links to external web sites shall support the educational mission and shall include a disclaimer that the district is not responsible for the content of external web sites.

Advertising on district or school web sites may be accepted under the same restrictions and conditions set forth in law, Board policy, and administrative regulations pertaining to advertising in district and school-sponsored publications.

(cf. 1325 - Advertising and Promotion)  
(cf. 3312 - Contracts)

### Privacy Rights

The Superintendent/Principal or designee shall ensure that web site content protects the privacy rights of students, parents/guardians, staff, Board members, and other individuals.

(cf. 1340 - Access to District Records)  
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 5022 - Student and Family Privacy Rights)  
(cf. 5125 - Student Records)

Phone numbers, home addresses, and email addresses of students or their parents/guardians shall not be published on a district or school web page.

(cf. 5125.1 - Release of Directory Information)

Because of the wide accessibility of the Internet and potential risk to students, photograph(s) of a student shall not be published with his/her name or other personally identifiable information without the prior written consent of the student's parent/guardian. Photographs of groups of students, such as at a school event, may be published provided that students' names are not included.

Home addresses or telephone numbers of staff members shall not be posted.

No public safety official shall be required as a condition of employment to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or his/her family. (Government Code 3307.5)

District and school web sites shall not post the home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for advertising

35258 Internet access to school accountability report cards

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49061 Definitions, directory information

49073 Release of directory information

60048 Commercial brand names, contracts or logos

GOVERNMENT CODE

3307.5 Publishing identity of public safety officers

6254.21 Publishing addresses and phone numbers of officials

6254.24 Definition of public safety official

UNITED STATES CODE, TITLE 17

101-1101 Federal copyright law

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

COURT DECISIONS

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37

Board of Education, Island Trees Union Free School District, et.al. v. Pico, (1982) 457 U.S. 853

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Community Leadership, 1996

WEB SITES

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

California School Public Relations Association: <http://www.calspra.org>

National School Public Relations Association: <http://www.nspra.org>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020      Stewarts Point, California



# **Kashia ESD**

## **Administrative Regulation**

### **District And School Web Sites**

AR 1113

#### **Community Relations**

##### **Content**

The district web site shall provide current and useful information regarding district programs, activities and operations. Such information shall be appropriate for both internal and external audiences.

The content of the web site may include, but not be limited to, district or school news, district mission and goals, agendas and minutes of Board of Trustees meetings, policy information, messages from the Board or administrators, information about curriculum and instruction, school calendars, student projects, school clubs and activities, lunch menus, transportation schedules, school map, school handbook, parent conferences, educational resources, links to other educational sites and contacts for further information.

The Superintendent/Principal or designee shall make the information contained in the School Accountability Report Card accessible on the Internet and shall ensure that such information is updated annually. (Education Code 35258)

(cf. 0510 - School Accountability Report Card)

Student work may be published on the web site provided that both the student and his/her parent/guardian provide written permission or the work is part of an existing publication such as a newspaper or school newsletter.

Students, staff or other individuals may not use the district web site to provide access to their personal web pages or online services.

If any copyrighted material is posted on a district or school web site, the web site shall include a notice crediting the original producer of the material and noting how and when permission to reprint the material was granted.

(cf. 6162.6 - Use of Copyrighted Materials)

##### **Roles and Responsibilities**

The district webmaster shall be responsible for the content and publication of the district web site upon approval of the Superintendent/Principal or designee. He/she shall review all content before publication, upload content to the district web server, regularly check links for accuracy and

appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed.

### Security

The web site host computer shall have security procedures that prohibit unauthorized persons from accessing system-level controls or making changes to web site content. To the extent possible, the host computer shall be in a lockable room with restricted access.

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT  
approved: April 08, 2020     Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **School-Connected Organizations**

BP 1230

#### **Community Relations**

The Board of Trustees recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting district and extracurricular programs, such as athletic teams, debate teams, or musical groups. The Board appreciates the contributions made by such organizations and encourages their interest and participation in supporting district activities and helping to achieve the district's vision for student learning.

(cf. 0200 - Goals for the School District)  
(cf. 6020 - Parent Involvement)

The Board recognizes that school-connected organizations are separate legal entities, independent of the district. However, in order to help the Board fulfill its legal and fiduciary responsibility to manage district operations, any school-connected organization that desires to raise money to benefit any district student shall submit a request for authorization to the Board, in accordance with Board policy and administrative regulation. In addition, the Superintendent/Principal or designee shall establish appropriate internal controls for the relationship between school-connected organizations and the district.

(cf. 1321 - Solicitation of Funds from and by Students)  
(cf. 1330 - Use of School Facilities)  
(cf. 3452 - Student Activity Funds)

The Board encourages school-connected organizations to consider the impact of fund-raising activities on the overall school program. School-connected organizations may consult with the Superintendent to determine school needs and priorities. Activities by school-connected organizations shall not conflict with law, Board policies, administrative regulations, or any rules of the sponsoring school.

(cf. 3290 - Gifts, Grants and Bequests)  
(cf. 3554 - Other Food Sales)  
(cf. 5030 - Student Wellness)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)

Legal Reference:



## EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

35160 Authority of governing boards

38130-38138 Civic Center Act, use of school property for public purposes

48931 Authorization for sale of food by student organization

48932 Authorization for fund-raising activities by student organization

49431 Sale of food to elementary students during the school day

49431.2 Sale of food to middle, junior, or high school students

49431.5 Sale of beverages at elementary, middle, or junior high schools

51520 Prohibited solicitation on school premises

51521 Fund-raising project

## BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

## GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

## PENAL CODE

319-329 Lottery, raffle

## CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

15500 Food sales in elementary schools

15501 Food sales in high schools and junior high schools

## CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

## UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

## COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

## Management Resources:

### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

### WEB SITES

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

California Office of the Attorney General, charitable trust registry:

<http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

## Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020 Stewart Point, California

# **Kashia ESD**

## **Administrative Regulation**

### **School-Connected Organizations**

AR 1230

#### **Community Relations**

Persons proposing to establish a school-connected organization shall submit a request to the Board of Trustees for authorization to operate at the school. The request for authorization shall contain:

1. The name and purpose of the organization
2. The date of application
3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination
4. The names, addresses, and phone numbers of all officers
5. A list of specific objectives
6. An agreement to grant the district the right to audit the group's financial records at any time, either by district personnel or a certified public accountant
7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
8. The signature of the Superintendent/Principal of the supporting school
9. Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future
10. An agreement to provide evidence of liability insurance as required by law

(cf. 1330 - Use of School Facilities)

Requests for subsequent authorization shall be presented to the Superintendent/Principal or designee annually, along with a financial statement showing all income and expenditures from fund-raisers. If the Superintendent/Principal or designee proposes to deny the request for reauthorization, he/she shall present his recommendation to the Board for approval.

Upon consent of the Superintendent/Principal or designee, school-connected organizations may

use the school's name, school team's name, or any logo attributable to the school or district.

School-connected organizations are prohibited from hiring or directly paying district employees. Organizations may make donations to the district to cover the costs of additional

employees, but only if such positions are approved in advance by the Board. At their discretion, employees may volunteer to perform activities for school-connected organizations during non-working hours.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT  
approved: April 08, 2020 Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **Volunteer Assistance**

BP 1240

### **Community Relations**

The Board of Trustees encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in the school enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the school's relationship with the community. The Board also encourages community members to serve as mentors providing support and motivation to students.

(cf. 1000 - Concepts and Roles)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

The Superintendent/Principal or designee shall develop and implement a plan for recruiting, screening and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors and/or make appropriate referrals to community organizations.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent/Principal or designee shall establish procedures to protect the safety of students and adults. These procedures shall include laws related to tuberculosis testing and may also include laws related to criminal record checks.

Volunteers shall be provided with information about school goals, programs and practices and shall receive an orientation and other training related to their specific responsibilities as appropriate. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that capitalize on their skills and expertise and maximize their contribution to the educational program.

Volunteers shall act in accordance with district policies, regulations and school rules. At their discretion, employees who supervise volunteers may ask any volunteer who violates school rules to leave the campus. Employees also may confer with the Superintendent/Principal or designee regarding any such volunteers. The Superintendent/Principal or designee shall be responsible for

investigating and resolving complaints regarding volunteers.

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

(cf. 3515.2 - Disruptions)

Volunteer maintenance work shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads and comply with employee commitments and contracts.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

The Board encourages the Superintendent/Principal or designee to develop a means for recognizing the contributions of the school's volunteers.

The Superintendent/Principal or designee shall periodically report to the Board regarding the district's volunteer assistance program.

#### Legal Reference:

##### EDUCATION CODE

35021 Volunteer aides

35021.1 Automated records check

44010 Sex offense; definition

44227.5 Classroom participation by college methodology faculty

44814-44815 Supervision of students during lunch and other nutrition periods

45125 Fingerprinting requirements

45340-45349 Instructional aides

45360-45367 Teacher aides

49406 Examination for tuberculosis

##### GOVERNMENT CODE

3100-3109 Oath or affirmation of allegiance

3543.5 Prohibited interference with employees' rights

##### HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

##### LABOR CODE

3364.5 Persons performing voluntary services for school districts

##### PENAL CODE

290 Registration of sex offenders

290.4 Information re sex offenders

##### CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

ATTORNEY GENERAL OPINIONS

62 Ops. Cal. Atty. Gen. 325 (1979)

COURT DECISIONS

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

Management Resources:

NATIONAL PTA PUBLICATIONS

National Standards for Parent/Family Involvement Programs, 1997

Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

WEB SITES

California PTA: <http://www.capta.org>

National PTA: <http://www.pta.org>

California Partners in Education: <http://www.capie.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

U.S. Department of Education, Partnership for Family Involvement in Education:  
<http://pfie.ed.gov>

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law mapping: <http://www.meganslaw.ca.gov>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020      Stewarts Point, California



# **Kashia ESD**

## **Administrative Regulation**

### **Volunteer Assistance**

AR 1240

#### **Community Relations**

##### **Duties of Volunteers**

Volunteers may assist certificated personnel in the performance of their duties, in the supervision of students, and in instructional tasks which, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45343, 45344, 45349)

(cf. 4222 - Teacher Aides/Paraprofessionals)

Volunteers may supervise students during lunch and/or breakfast periods or may serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

Volunteers may work on short-term facilities projects pursuant to Board policy and administrative regulation.

##### **Qualifications of Volunteers**

Volunteers providing supervision or instruction of students pursuant to Education Code 45349 shall give evidence of basic skills proficiency. (Education Code 45344.5, 45349)

(cf. 4212 - Appointment and Conditions of Employment)

A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a volunteer instructional aide or as a volunteer nonteaching aide under the direct supervision of a certificated employee. (Education Code 35021)

The Superintendent/Principal or designee shall verify by reasonable means that persons serving as volunteer instructional aides and nonteaching volunteer aides are not required to register as a sex offender pursuant to Penal Code 290.

(cf. 3515.5 - Sex Offender Notification)

No volunteer shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of



active tuberculosis. Volunteers who test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The Superintendent/Principal or designee may exempt from tuberculosis testing requirements those volunteers who serve less than a school year and whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

#### Volunteer Facilities Projects

All volunteer facilities projects shall have approximate start and completion dates and must be approved by the Superintendent/Principal or designee in advance.

The Superintendent/Principal or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise appropriate to the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary. Projects shall be inspected upon completion to ensure that the work was done satisfactorily.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7140 - Architectural and Engineering Services)

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT  
approved: April 08, 2020 Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **Visitors/Outsiders**

BP 1250

#### **Community Relations**

The Board of Trustees encourages parents/guardians and interested members of the community to visit the school and view the educational program.

To ensure minimum interruption of the instructional program, the Superintendent/Principal or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and Superintendent/Principal or designee. If a conference is desired, an appointment should be set with the teacher during noninstructional time.

To ensure the safety of students and staff and avoid potential disruptions, all visitors shall register immediately upon entering the school when school is in session.

(cf. 1112 - Media Relations)

(cf. 3515.2 - Disruptions)

For purposes of school safety and security, the Superintendent/Principal or designee may design a visible means of identification for visitors while on school premises.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher and Superintendent's permission. (Education Code 51512)

(cf. 5144 - Discipline)

#### **Legal Reference:**

##### **EDUCATION CODE**

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

51512 Prohibited use of electronic listening or recording device

##### **EVIDENCE CODE**

1070 Refusal to disclose news source

##### **LABOR CODE**

230.8 Discharge or discrimination for taking time off

PENAL CODE

626-626.10 Schools

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

ATTORNEY GENERAL OPINIONS

95 Ops.Cal.Atty.Gen. 509 (1996)

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020      Stewarts Point, California

# **Kashia ESD**

## **Administrative Regulation**

### **Visitors/Outsiders**

AR 1250

#### **Community Relations**

The Superintendent/Principal or designee shall post at every entrance to the school and school grounds a notice setting forth visitor registration requirements, hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Penal Code 627.6)

#### **Visitor Registration**

Any person other than the following is considered an outsider and required to register upon entering school premises during school hours: (Penal Code 627.1, 627.2; Evidence Code 1070)

1. A student of the school, unless currently under suspension
2. A parent/guardian of a student of the school
3. A Board of Trustees member or district employee
4. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request
5. A representative of a school employee organization who is engaged in activities related to the representation of school employees
6. An elected public official
7. A publisher, editor, reporter or other person connected with or employed by a newspaper, magazine, other periodical, radio station or television station

#### **Registration Procedure**

In order to register, outsiders shall, upon request, furnish the Superintendent/Principal or designee with the following information: (Penal Code 627.3)

1. His/her name, address and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds

4. Proof of identity
5. Other information consistent with the provisions of law

#### Denial of Registration

The following provisions of law shall apply to outsiders. Outsiders do not include students, parents/guardians, district employees, elected public officials, or other persons listed in Penal Code 627.1.

1. The Superintendent/Principal or designee may refuse to register any outsider if he/she reasonably concludes that the outsider's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The Superintendent/Principal or designee or school security officer may revoke an outsider's registration if he/she has a reasonable basis for concluding that the outsider's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students or staff. (Penal Code 627.4)

(cf. 3515.2 - Disruptions)

2. The Superintendent/Principal or designee may request that an outsider who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When an outsider is directed to leave, the Superintendent/Principal or designee shall inform the outsider that if he/she reenters the school within seven days he/she will be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

#### Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent shall be held within seven days after receipt of the request. (Penal Code 627.5)

(cf. 1312.1 - Complaints Concerning District Employees)

Regulation KASHIA ELEMENTARY SCHOOL DISTRICT  
approved: April 08, 2020 Stewarts Point, California

# **Kashia ESD**

## **Board Policy**

### **Educational Foundation**

BP 1260

#### **Community Relations**

The Board of Trustees recognizes the importance of community support of district programs, including voluntary financial contributions, to assist the district in achieving its goals for student learning.

(cf. 0200 - Goals for the School District)  
(cf. 1230 - School-Connected Organizations)  
(cf. 5030 - Student Wellness)  
(cf. 6020 - Parent Involvement)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)

The Board desires to work cooperatively with the educational foundation in determining the purposes for which funds may be used to meet the changing needs of the district and its students. The Board recognizes that an educational foundation is a separate legal entity, independent of the district. However, the foundation is encouraged to provide regular reports to the Board on the status of its work and to communicate ways that the district can help support the foundation's activities.

(cf. 3290 - Gifts, Grants and Bequests)  
(cf. 9140 - Board Representatives)

With the consent of the Superintendent/Principal or designee, the educational foundation, as appropriate, may use the district or school name, a school team's name, or any logo attributable to the school or district.

#### Legal Reference:

##### EDUCATION CODE

38130-38138 Civic Center Act, use of school property for public purposes

##### BUSINESS AND PROFESSIONS CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

##### PENAL CODE

319-329 Lottery, raffle

##### CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

WEB SITES

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

California Consortium of Education Foundations: <http://www.cceflink.org>

California Office of the Attorney General, charitable trust registry:

<http://caag.state.ca.us/charities>

Policy KASHIA ELEMENTARY SCHOOL DISTRICT

adopted: April 08, 2020      Stewarts Point, California

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: \_\_\_\_\_

Date: \_\_\_\_\_

District Superintendent or Designee

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 11, 2020

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.		



2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

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)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	202,880.00	201,013.00	113,673.71	206,483.00	5,470.00	2.7%
2) Federal Revenue		8100-8299	86,046.00	88,125.00	80,989.68	104,083.00	15,958.00	18.1%
3) Other State Revenue		8300-8599	7,617.00	7,625.00	915.31	7,625.00	0.00	0.0%
4) Other Local Revenue		8600-8799	103,765.00	106,855.00	95,018.68	106,575.00	(280.00)	-0.3%
5) TOTAL, REVENUES			400,308.00	403,618.00	290,597.38	424,766.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	78,039.00	1,500.00	0.00	1,810.00	(310.00)	-20.7%
2) Classified Salaries		2000-2999	48,415.00	76,916.00	27,284.43	79,210.00	(2,294.00)	-3.0%
3) Employee Benefits		3000-3999	49,845.00	28,694.00	10,974.12	30,558.00	(1,864.00)	-6.5%
4) Books and Supplies		4000-4999	30,594.00	36,804.00	13,946.50	31,804.00	5,000.00	13.6%
5) Services and Other Operating Expenditures		5000-5999	190,484.00	213,680.00	111,666.07	208,979.00	4,701.00	2.2%
6) Capital Outlay		6000-6999	0.00	24,412.00	24,411.45	24,852.00	(440.00)	-1.8%
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			397,377.00	382,006.00	188,282.57	377,213.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			2,931.00	21,612.00	102,314.81	47,553.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) 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)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,931.00	21,612.00	102,314.81	47,553.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	309,315.00	248,781.00		248,781.00	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)			309,315.00	248,781.00		248,781.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			309,315.00	248,781.00		248,781.00		
2) Ending Balance, June 30 (E + F1e)			312,246.00	270,393.00		296,334.00		
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	89,700.00	0.00		0.00		
c) Committed								
Stablization 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	69,000.00		69,000.00		
Unassigned/Unappropriated Amount		9790	155,546.00	201,393.00		227,334.00		

Ⓢ Feb 12, 2020  
2nd Interim

# 31,132  
# 47,553  
# 16,421

Impact Grant  
State Aid

# 15,958  
463  
# 16,421

LCFF Calculator Universal Assumptions						
Kashia Elementary (70888) - 2nd Interim						
Summary of Funding						
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Target Components:						
COLA & Augmentation	3.70%	3.26%	2.29%	2.71%	2.82%	2.60%
Base Grant	161,227	166,868	170,424	174,502	179,417	184,079
Grade Span Adjustment	(210)	(217)	-	-	-	-
Supplemental Grant	15,463	18,376	18,788	15,744	16,188	16,609
Concentration Grant	17,398	20,674	21,136	17,712	18,211	18,685
Add-ons	782	782	782	782	782	782
Total Target	194,660	206,483	211,130	208,740	214,598	220,155
Transition Components:						
Target	\$ 194,660	\$ 206,483	\$ 211,130	\$ 208,740	\$ 214,598	\$ 220,155
Funded Based on Target Formula (PY P-2)	FALSE	TRUE	TRUE	TRUE	TRUE	TRUE
Floor	181,606	202,610	200,521	190,044	190,044	190,044
Remaining Need after Gap (informational only)						
Gap %	100%	100%	100%	100%	100%	0%
Current Year Gap Funding	13,054	-	-	-	-	-
Miscellaneous Adjustments	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-
Total LCFF Entitlement	\$ 194,660	\$ 206,483	\$ 211,130	\$ 208,740	\$ 214,598	\$ 220,155
Components of LCFF By Object Code						
8011 - State Aid	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
8011 - Fair Share	\$ 78,643	\$ 90,026	\$ 96,666	\$ 94,517	\$ 100,375	\$ 104,655
8311 & 8590 - Categoricals	-	-	-	-	-	-
EPA (for LCFF Calculation purposes)	9,617	10,740	6,764	4,523	2,523	1,800
Local Revenue Sources:						
8021 to 8089 - Property Taxes	106,400	105,717	107,700	109,700	111,700	113,700
8096 - In-Lieu of Property Taxes	-	-	-	-	-	-
Property Taxes net of in-lieu	106,400	105,717	107,700	109,700	111,700	113,700
TOTAL FUNDING	\$ 194,660	\$ 206,483	\$ 211,130	\$ 208,740	\$ 214,598	\$ 220,155
Basic Aid Status						
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Phase-In Entitlement	\$ 194,660	\$ 206,483	\$ 211,130	\$ 208,740	\$ 214,598	\$ 220,155
EPA Details						
% of Adjusted Revenue Limit - Annual	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%
% of Adjusted Revenue Limit - P-2	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%
EPA (for LCFF Calculation purposes)	\$ 9,617	\$ 10,740	\$ 6,764	\$ 4,523	\$ 2,523	\$ 1,800
8012 - EPA, Current Year Receipt						
(P-2 plus Current Year Accrual)	15,527	10,740	6,764	4,523	2,523	1,800
8019 - EPA, Prior Year Adjustment						
(P-A less Prior Year Accrual)	(5,767)	(5,910)	-	-	-	-
Accrual (from Assumptions)	-	-	-	-	-	-

LCFF Calculator Universal Assumptions		3/11/2020					
Kashia Elementary (70888) - 2nd Interim							
Summary of Student Population		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Unduplicated Pupil Population							
Enrollment		15	12	12	12	12	12
COE Enrollment		-	-	-	-	-	-
Total Enrollment		15	12	12	12	12	12
Unduplicated Pupil Count		15	12	12	12	12	12
COE Unduplicated Pupil Count		-	-	-	-	-	-
Total Unduplicated Pupil Count		15	12	12	12	12	12
Rolling %, Supplemental Grant		100.00000%	100.00000%	100.00000%	100.00000%	100.00000%	100.00000%
Rolling %, Concentration Grant		100.00000%	100.00000%	100.00000%	100.00000%	100.00000%	100.00000%
FUNDED ADA							
Adjusted Base Grant ADA							
Grades TK-3	Current Year	(0.27)	Prior Year (0.27)	Current Year	Current Year	Current Year	Current Year
Grades 4-6		-	-	-	-	-	-
Grades 7-8		0.29	0.29	-	-	-	-
Grades 9-12		-	-	-	-	-	-
Total Adjusted Base Grant ADA		0.02	0.02	-	-	-	-
Necessary Small School ADA							
Grades TK-3	Current year	6.47	6.62	Prior year 6.62	Current year 6.00	Current year 6.00	Current year 6.00
Grades 4-6		0.73	3.60	3.60	1.00	1.00	1.00
Grades 7-8		2.37	0.92	0.92	2.00	2.00	2.00
Grades 9-12		-	-	-	-	-	-
Total Necessary Small School ADA		9.57	11.14	11.14	9.00	9.00	9.00
Total Funded ADA		9.59	11.16	11.14	9.00	9.00	9.00
ACTUAL ADA (Current Year Only)							
Grades TK-3		6.20	6.62	6.00	6.00	6.00	6.00
Grades 4-6		0.73	3.60	1.00	1.00	1.00	1.00
Grades 7-8		2.66	0.92	2.00	2.00	2.00	2.00
Grades 9-12		-	-	-	-	-	-
Total Actual ADA		9.59	11.14	9.00	9.00	9.00	9.00
Funded Difference (Funded ADA less Actual ADA)		-	0.02	2.14	-	-	-
LCAP Percentage to Increase or Improve Services							
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Current year estimated supplemental and concent \$		32,861 \$	39,050 \$	39,924 \$	33,456 \$	34,399 \$	35,294
Current year Percentage to Increase or Improve Se		20.41%	23.43%	23.43%	19.17%	19.17%	19.17%

## Kashia Elementary (70888) - 2nd interim

3/11/2020

## LCAP Percentage to Increase or Improve Services:

## Summary Supplemental &amp; Concentration Grant

	2013-14	2019-20	2020-21	2021-22	2022-23	2023-24
1. LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>		39,050	39,924	33,456	34,399	35,294
2. Prior Year (estimated) Expenditures for Unduplicated Pupils above what was spent on services for all pupils						
3. Difference [1] less [2]						
4. Estimated Additional Supplemental & Concentration Grant Funding [3] * GAP funding rate						
GAP funding rate						
5. Estimated Supplemental and Concentration Grant Funds [2] plus [4] (unless [3]<0 then [1]) (for LCAP entry)		39,050	39,924	33,456	34,399	35,294
6. Base Funding LCFF Phase-In Entitlement less [5], excludes Targeted Instructional Improvement & Transportation LCFF Phase-In Entitlement		166,651	170,424	174,502	179,417	184,079
		206,483	211,130	208,740	214,598	220,155
7/8. Percentage to Increase or Improve Services* [5] / [6] (for LCAP entry)		23.43%	23.43%	19.17%	19.17%	19.17%

\*percentage by which services for unduplicated students must be increased or improved over services provided for.  
If Step 3a <=0, then calculate the minimum proportionality percentage at Estimated Supplemental & Concentration

## SUE SERVICES

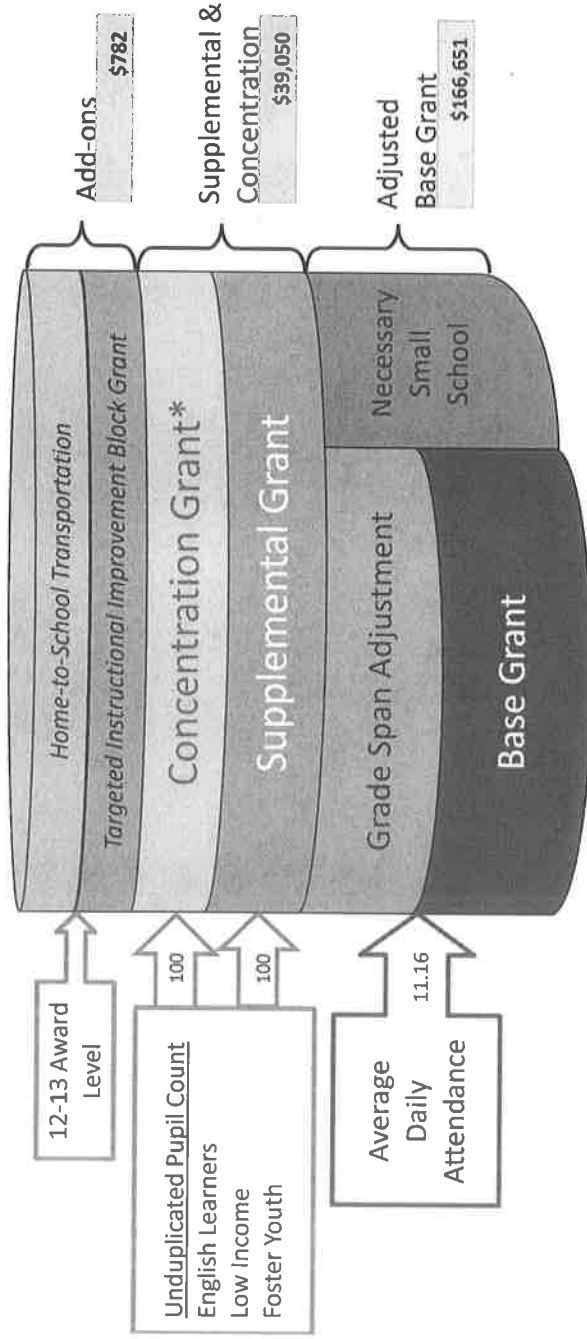
	2019-20	2020-21	2021-22	2022-23	2023-24
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 39,050	\$ 39,924	\$ 33,456	\$ 34,399	\$ 35,294
Current year Percentage to Increase or Improve Services	23.43%	23.43%	19.17%	19.17%	19.17%

## Components of LCFF Target Entitlement

	2019-20
Base Grant / Necessary Small School	\$ 166,868
Grade Span Adjustment	\$ (217)
Supplemental Grant	\$ 18,376
Concentration Grant	\$ 20,674
Add-ons (TIIBG & Transportation)	\$ 782
<b>Total</b>	<b>\$ 206,483</b>

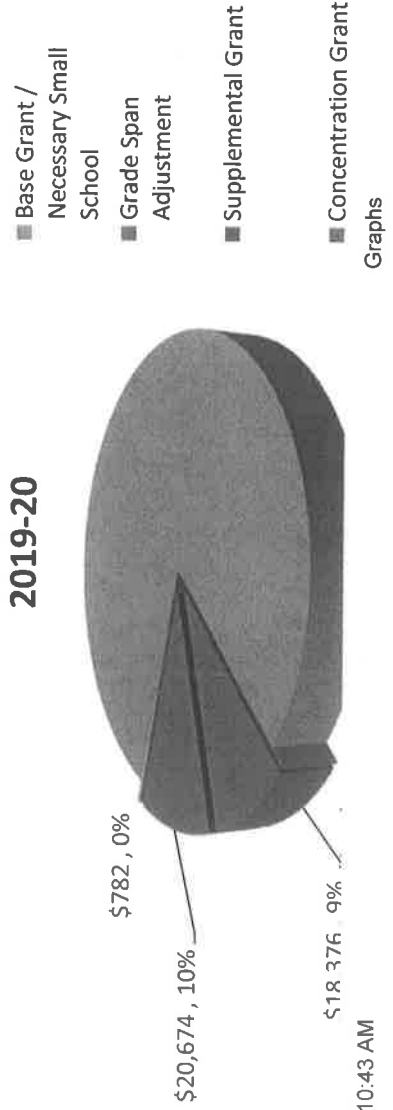
11.16 ADA

TOTAL TARGET LCFF: \$206,483



\* Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

2019-20



**SONOMA COUNTY OFFICE OF EDUCATION**  
5340 Skylane Blvd.  
Santa Rosa, CA 95403

**MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES**

This Memorandum of Understanding ("MOU") is entered into this 11<sup>th</sup> day of March, 2010 by and between the SONOMA COUNTY OFFICE OF EDUCATION ("SCOE"), and the Kashia School ("LEA," together with SCOE, the "Parties").

**WHEREAS**, SCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

**WHEREAS**, the Parties wish to protect the privacy of student records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; "FERPA"); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; "SOPIPA"); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

**WHEREAS**, the purpose of this MOU is to set forth the rights and responsibilities of SCOE and LEA with respect to data collected or retained by the LEA or by SCOE pursuant to this MOU.

**NOW THEREFORE**, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

**1. Role of SCOE**

- 1.1. SCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, "Data"). Services rendered under this MOU shall be referred to as "Core Services" and be identified in Exhibit A hereto.

**2. Responsibilities of SCOE**

SCOE will provide any services it delivers in a timely and professional manner.

- 2.1. SCOE will assist with the automation of any processes required for the exchange of Data between the Parties to the extent possible.
- 2.2. SCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.
- 2.3. SCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SCOE.
- 2.4. Should it be deemed necessary, SCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

### **3. LEA Rights and Responsibilities**

- 3.1. LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.
- 3.2. Data extracts will be provided electronically by LEA to SCOE.
- 3.3. LEA will be responsible for providing the data needed to integrate LEA's Data into SCOE's data repositories as needed to perform the required tasks.
- 3.4. Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.
- 3.5. LEA shall be responsible for determining which of their staff has access to system and communicating to SCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts.
- 3.6. LEA shall designate those individuals who can: (a) transmit Data to SCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

### **4. Third-Party Agencies**

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SCOE to share Data with a third party must be first granted by LEA in writing.



## **5. Amendments to MOU**

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SCOE and LEA.

## **6. Applicable Law**

- 6.1.** Data sharing under this MOU will from time to time include SCOE collecting and maintaining educational, personnel, medical and financial records that contain personally identifiable information (PII) on students or staff of LEA. SCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal laws and regulations regarding educational, personnel, medical and financial records.
- 6.2.** The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.
- 6.3.** SCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SCOE pursuant to this MOU.

## **7. Ownership of Data**

SCOE and LEA agree that the LEA will continue to maintain ownership of and control over its source Data. SCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SCOE shall not be responsible for the type or quality of the Data provided by LEA, and SCOE makes no warranty as to the Data itself. LEA understands that though SCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being

maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

**8. Prohibited Use of Data**

Except as otherwise permitted by the terms of this MOU specified in Exhibit C, SCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

**9. Student and Parent Access to Data**

SCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

**10. Third-Party Vendors**

SCOE will have contracts with third parties to help SCOE maintain the SCOE data system ("SCOE Contractors"). SCOE may not distribute student or staff Data to any SCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SCOE shall ensure that approved subcontractors adhere to this MOU. SCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SCOE will require any third party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOPIPA.

**11. Data Security**

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by representatives of the Parties legally allowed to do so. SCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SCOE shall provide security training to those of its employees who operate or have access to the system. SCOE may also provide an initial security training to LEA. SCOE shall provide LEA with contact information for the person at SCOE who LEA may contact if LEA has security concerns or questions. Where applicable, SCOE will require unique account identifiers, user names, and passwords that must be entered each time a

client or user signs in. A description of SCOE's data security practices and procedures is attached to this MOU as Exhibit B.

## **12. Data Breach Notification**

SCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from unauthorized access to, or theft of, data obtained by SCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 13 of this MOU. LEA reserves the right to request proof of insurance from SCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SCOE or in facilities used by SCOE, SCOE will take the following measures:

- 12.1.** Promptly file a claim with SCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.
- 12.2.** Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.
- 12.3.** Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 12.4.** Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

## **13. Outside Agencies**

- 13.1.** SCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SCOE shall provide LEA with notice of the request and types of information requested. Both SCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SCOE and LEA understand that sharing Data for use in

such systems streamlines the process of providing services to students. SCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provide specific conditions under which Data may be accessed by or shared with public agencies.

- 13.2. In accordance with Education Code § 49076(a)(2)(G) and (E), and 34 C.F.R. § 99.31(a)(1) and (6), and 34 C.F.R. § 99.7(a)(3)(iii), SCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SCOE or to perform relevant research studies. SCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:
- 13.3. Describe the identity of the researchers/organizations to whom the Data will be transmitted
- 13.4. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
- 13.5. Describe the types of Data to be transmitted
- 13.6. Describe the manner in which the Data shall be de-identified or aggregated.

#### **14. Independent Contractors**

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

#### **15. Indemnification and Liability**

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or

employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

**16. Severability**

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

**17. Term**

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2020.

**18. Termination**

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SCOE and LEA understand that SCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SCOE certifies that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

**19. Dispute Resolution**

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring

the dispute before the Sonoma County Superior Court.

## 20. Representation by Counsel

Each Party understands and is aware that School and College Legal Services of California may provide legal advice and services to both parties on this ~~and other~~ matters. Each Party has no objection to the representation of the other Party in the formation and implementation of this MOU by the same legal counsel.

**IN WITNESS WHEREOF**, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Sonoma, State of California.

**SONOMA COUNTY OFFICE OF  
EDUCATION**

**[LOCAL EDUCATION AGENCY]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: Frances Johnson

Name: Frances Johnson

Title: Superintendent/Principal

Dated: \_\_\_\_\_

## EXHIBIT A

### SCOE Core Services

Service Provider	Application/Project	Division/Department
Escape Technologies	Escape	IT/Business Services
Eagle Software	Aeries	IT
Schoolwise	SIS	IT
Illuminate Education	eduCLIMBER	IT
Illuminate Education	DnA	IT

Illuminate Education	Achievement Dashboard	IT
Powerschool	L4u	IT
CDE	CALPADS	ESS/IT
CORE Data	CORE Data Collaborative	ESS/IT
Pearson	L4U	ESS/IT
Qualtrics	Rooster Collaborative	ESS (CTE Partnerships)
Qualtrics	PBS Improvement Academy	ESS (CTE Partnerships)
Sonoma County Office of Education	Data Analytics	IT
National Student Clearinghouse	Student Tracking	ESS/IT

## EXHIBIT B

### SCOE Data Security Practices and Procedures

Introduction: SCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Business Services, Human Resources, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This

plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of June 24, 2019, the Program has identified the following areas to be part of the continual improvement of the SCOE InfoSec practices.

**1. Anti-Virus/Malware Administration and Configuration**

- 1.1. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
- 1.2. Continual improvement of Anti-virus/Malware software configuration, operation and security
- 1.3. Provide Anti-virus/Malware training and awareness.
- 1.4. Practice in depth Anti-virus/Malware defense for server and end user computers

**2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)**

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a DRP. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SCOE addresses these plans by:

- 2.1. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
- 2.2. Secure Executive Oversight and Support for the COOP
- 2.3. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

**3. Firewall Administration and Configuration**

- 3.1. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
- 3.2. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
- 3.3. Implement least privilege access
- 3.4. Documentation, content and sufficiency of firewall policies and procedures
- 3.5. Logical placement of firewalls
- 3.6. Restricted access to management interfaces
- 3.7. Continual evaluation of applied rule sets
- 3.8. Backup, recovery, and storage of configuration files



3.9. Firewall event log review and sufficient storage for retention policy

#### **4. Network Systems and Database Vulnerability Scanning**

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

#### **5. Network Monitoring & Intrusion Detection**

5.1. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:

- 5.1.1. Attempted unauthorized logical and physical access;
- 5.1.2. Access trends and deviations from those trends;
- 5.1.3. Access to sensitive data and resources;
- 5.1.4. Highly-sensitive privileged access, such as the ability to override security controls;
- 5.1.5. Access modifications made by security personnel; and
- 5.1.6. Unsuccessful attempts to logon to a system.

5.2. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures

#### **6. Patch Management**

- 6.1. Regularly review and update systems, configuration, and applications for required systems
- 6.2. Sufficient testing of systems before and after patching
- 6.3. Maintain documentation of patch history of required systems

#### **7. Physical Security**

- 7.1. To prevent unauthorized personnel from gaining direct access to SCOE facilities that house sensitive information, the following areas are under regular review and improvement process:
- 7.2. Documentation, content and sufficiency of physical security policies and procedures.
- 7.3. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
- 7.4. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
- 7.5. Lock and Key control
- 7.6. Access control including identification systems in use and access points
- 7.7. Intrusion alarms
- 7.8. Fire detection, suppression and prevention
- 7.9. CCTV/digital imaging technologies
- 7.10. Power system and utility control points

- 7.11. Documentation, retired network storage, and refuse disposal
- 7.12. Mail Handling
- 7.13. Hard copy record storage
- 7.14. Network Operations Center

**8. Server (Data Center Systems) Administration and Configuration**

Continual improvement of the following areas:

- 8.1. Documentation of server implementations, policies, and procedures
- 8.2. Hardware, operating system, and application security
- 8.3. User account policy and rights assignments
- 8.4. Auditing policies, system changes, user rights, and access to sensitive data
- 8.5. Event and security log retention and regular review
- 8.6. Critical file and folder permissions
- 8.7. Remote access and security

**9. Network Switch and Router Administration and Configuration**

9.1. Continual improvement of the following areas:

- 9.2. Develop clear documentation, content and sufficiency of policies and procedures
- 9.3. Streamline installation, operation and security Regular review of configuration

**10. Workstation Administration and Configuration**

Continual improvement of the following:

- 10.1. Documentation of workstation policies and procedures
- 10.2. Hardware security
- 10.3. Operating System installation, configuration and maintenance (patching)
- 10.4. User account policies and rights assignments
- 10.5. Event and security log settings and retention
- 10.6. Critical file and folder permissions
- 10.7. Remote access and security

**11. Mobile Devices**

Regularly examine SCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SCOE owned devices and personal devices brought onto SCOE's network.

**12. Application Security Assessment and Mitigation**

The primary objective is to assess how effectively and efficiently SCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:

- 12.1. Database administration practices.
- 12.2. Production control practices.

**13. Users Awareness Training**

Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

## **EXHIBIT C DATA PRIVACY PROVISIONS**

This addendum ("ADDENDUM NO. 1 DATA PRIVACY PROVISIONS") serves to outline additional agreements between the parties to the MEMORANDUM OF UNDERSTANDING FOR DATA SHARING BETWEEN DISTRICT AND SCOE specifically relating to the use and handling of the data shared by and between the LEA and SCOE.

1. SCOE shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU. For the purposes of this Addendum No. 1, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. A "Pupil Record" or "Pupil Records" does not include de-identified information that, on its own or in aggregate, cannot be used to identify an individual pupil.
2. All Pupil Records obtained by SCOE from LEA continue to be the property of and under the control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate

authorized purposes.

3. SCOE shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the LEA such that the LEA can respond to a parent, legal guardian or eligible student who seeks review personally identifiable information on the pupil's records or correct erroneous information.
4. SCOE may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the MOU, unless required by law. Unless permitted by the MOU, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. SCOE will ensure that approved subcontractors adhere to all provisions of the MOU and this Exhibit C. Provider ensures that any subcontractor or sub processor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the MOU and this Addendum No. 1.
5. SCOE shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
  - 5.1. SCOE shall maintain all data obtained or generated pursuant to the MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the MOU except as necessary to fulfill the purpose of the original request. SCOE shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under SCOE's control. When the service is accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information using both server authentication and data encryption to help ensure that data is safe, secure and available to only authorized users. SCOE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, SCOE certifies that Pupil Records shall not be retained or available to the SCOE or any such third party that the SCOE has contracted with for the purpose of providing the Service following the completion of the terms of the MOU. SCOE shall destroy or return to the LEA all Pupil Records obtained pursuant to the MOU when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Exhibit C authorizes the SCOE to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1. SCOE may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with SCOE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. The terms and conditions of the MOU and any addenda are incorporated herein by reference. This Exhibit C shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, Section 49073.1 of the Education Code, and Chapter 22.2 of Division 8 of the Business and Professions Code. In the event there is a conflict between the terms of this Addendum and the MOU or any other agreement or contract document(s) pertaining to the MOU, the terms of this Addendum No. 1 shall apply. Notwithstanding the above statement, all other provisions of the MOU shall remain unaffected.
8. The term of this Exhibit C shall expire on the termination date stated in the MOU or in any addenda to such MOU, whichever controls.
9. Neither LEA nor SCOE may modify or amend the terms of this Exhibit without mutual written consent.