

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

Minutes

Governing School Board

Wednesday, October 16, 2024

(meeting was originally scheduled for October 9, 2024 but was cancelled due to lack of a quorum)

Kashia School District

Start : 4:25 p.m. **End:** 6:15 p.m.

1. Call to Order Board and Staff/Establishment of Quorum: *Trustee Antone called the meeting to order at 4:25 p.m.*

Glenda Antone: *Present*
Coleen McCloud: *Present*
Charlene Pinola: *Present*

Frances Johnson: *Present*

2. Approval of Agenda: *The Board approved the agenda as presented. Motion by Trustee Antone, second by Trustee Pinola. Approved unanimously.*

3. Public Comment on Non Agenda Items: *There was no public comment.*

4. Consent Agenda

4.1 Approval of the Minutes from the September 11, 2024 Regular Board Meeting: *Motion by Trustee Antone, second by Trustee Pinola. Approved unanimously.*

4.2 Approval of the Williams Quarterly Complaint Form for the period of July 1, 2024 – September 30, 2024: *Motion by Trustee Antone, second by Trustee McCloud. Approved unanimously.*

- 5 Reports and Communications

5.1 Governing Board Members: *The girls' restroom needs updated equipment for students. Balls and pop-ups are needed for outside lunches.*

5.2 Superintendent

- 5.3 PTO: Wood chips need to be cleaned and adult supervision on the playground needs to be assigned.
- 5.4 Staff: None.
- 5.5 Communications: SCOE Approval Letter of the 2024-25 Adopted Budget: Received and reviewed.

6 Items Scheduled for Information and Discussion

- 6.1 Enrollment Update: The Superintendent provided a brief update.

7. Items Schedules for Discussion and Action

- 7.1 Public Hearing on the Sufficiency of Instructional Materials and Williams Settlement Instructional Materials, and Adoption of Resolution # 2025-03

A public hearing was conducted. Motion by Antone second by McCloud. Approved unanimously.

- 7.2 Approve a new Resolution Adopting a Conflict-of-Interest Code (Resolution 2025-04)

A revised resolution was adopted. Motion by Antone, second by Pinola. Approved unanimously.

8. Items Scheduled for Future Board Meetings

- 8.1 Board Policies
- 8.2 First Interim Report
- 8.3 Audit Report
- 8.4 Annual Organizational Meeting
- 8.5 Play, lunches (added to future board meetings).

- 9. Adjournment: The meeting adjourned at 6:15 p.m.

Next Board Meeting: Wednesday, November 13, 2024

4:00 p.m.

Effective 09/09/2024 through 10/31/2024

Fiscal Year 2025

Account	JE Trans Date	Description	Comment	From	To
JE # BR25-00001	09/09/2024	JE Posted 09/09/2024 All Other Local,Other Loc	Comment Foundation grant for 2023-24		
01-9010-0-1110-1000-8699-600-RCEF			DR		650.00
			Net increase to Appropriations	.00	650.00
JE # BR25-00002	09/09/2024	JE Posted 09/09/2024 Computer Sftwar,Instructi	Comment Budget updates for 1st Interim		
01-7435-0-1110-1000-4340-600-0000			CR		608.00
			Net increase to Appropriations	.00	608.00
JE # BR25-00003	09/09/2024	JE Posted 09/09/2024 All Other State,Arts & Mu Instructional M,Instructi	Comment Budget updates per advance Princ. Apport.		
01-6770-0-0000-0000-8590-000-0000			DR		118.00
01-6770-0-1110-1000-4310-600-0000			CR		118.00
			Net increase to Appropriations	.00	236.00
JE # BR25-00004	09/10/2024	JE Posted 09/10/2024 Teachers' Salar,Instructi EPA,EPA	Comment Update per Advance Princ. Apport. - Res. 1400		
01-1400-0-1110-1000-1100-600-1400			CR		2,052.00
01-1400-0-0000-0000-8012-000-1400			DR		2,052.00
			Net increase to Appropriations	.00	4,104.00
JE # BR25-00006	10/25/2024	JE Posted 10/25/2024 All Other Local,Other Loc	Comment Schools Rule Grant		
01-9010-0-0000-0000-8699-600-SCRL			DR		250.00
			Net increase to Appropriations	.00	250.00
JE # BR25-00007	10/25/2024	JE Posted 10/25/2024 Instructional M,Instructi	Comment Schools Rule Grant		
01-9010-0-1110-1000-4310-600-SCRL			CR		250.00
			Net increase to Appropriations	.00	250.00
JE # BR25-00008	10/29/2024	JE Posted 10/29/2024 All Other State,Univ Pre- Other Supplies,Instructio	Comment Budget update		
01-6053-0-0000-0000-8590-000-6053			DR		636.00
01-6053-0-1110-1000-4390-000-0000			CR		636.00
			Net increase to Appropriations	.00	1,272.00
JE # BR25-00009	10/29/2024	JE Posted 10/29/2024 Instructional M,Instructi	Comment Budget updates		
01-6211-0-1110-1000-4310-600-6211			CR		1,500.00
Selection Grouped by Org, Fiscal Year, JE#-Sorted by JE Item #, (Org = 46, JE Type = R, Starting Transaction Date = 9/1/2024, Ending Transaction Date = 10/31/2024, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)					

Transfer of Budget Appropriations with
Comment

Effective 09/09/2024 through 10/31/2024

Fiscal Year 2025

Account		Description		Comment		From	To
(continued)	JE #	JE Trans Date	JE Posted	JE Trans Date	JE Posted		
01-6211-0-1560-1000-3331-600-0000	BR25-00009		Benefits - Medi, Instructi		Comment Budget updates	CR	1,075.00
01-6211-0-1560-1000-3601-600-0000			Benefits - Wcom, Instructi			DR	
01-6211-0-1560-1000-3101-600-0000			Benefits - Strs, Instructi			DR	160.00
01-6211-0-1560-1000-1100-600-0000			Teachers' Salar, Instructi			DR	834.00
01-6211-0-1560-1000-3311-600-0000			Benefits - Oasd, Instructi			DR	1,088.00
Net increase to Appropriations						2,151.00	2,575.00
JE # BR25-00010		JE Trans Date 10/29/2024	JE Posted 10/29/2024	Comment Update H&W budget			
01-6211-0-1560-1000-3401-600-0000			H & W Benefits, Instructio			DR	1,967.00
Net decrease to Appropriations						1,967.00	.00
JE # BR25-00011		JE Trans Date 10/29/2024	JE Posted 10/29/2024	Comment Budget updates			
01-9010-0-1110-1000-4310-600-SCRL			Instructional M, Instructi			CR	650.00
Net increase to Appropriations						.00	650.00
JE # BR25-00012		JE Trans Date 10/29/2024	JE Posted 10/29/2024	Comment Budget updates			
01-6500-0-5760-1190-5200-600-6500			Travel & Confer, Spec Ed-o			CR	10,000.00
01-6500-0-5760-1190-5201-600-6500			Mileage Reimbur, Spec Ed-o			CR	10,000.00
01-6500-0-5760-1120-3402-600-6500			H & W Benefits, Spec Ed-re			CR	418.00
01-6500-0-5760-1120-3312-600-6500			Benefits - Oasd, Spec Ed-r			CR	67.00
01-6500-0-5760-1120-3332-600-6500			Benefits - Medi, Spec Ed-r			CR	15.00
01-6500-0-5760-1120-2100-600-6500			Instructional A, Spec Ed-r			DR	
01-6500-0-5760-1120-3202-600-6500			Benefits - Pers, Spec Ed-r			DR	79.00
01-6500-0-5760-1120-3602-600-6500			Benefits - Wcom, Spec Ed-r			DR	54.00
Net increase to Appropriations						160.00	20,500.00
JE # BR25-00013		JE Trans Date 10/29/2024	JE Posted 10/29/2024	Comment Budget updates			
01-6500-0-5760-1120-5200-600-6500			Travel & Confer, Spec Ed-r			DR	10,000.00
Net decrease to Appropriations						10,000.00	.00
JE # BR25-00014		JE Trans Date 10/29/2024	JE Posted 10/29/2024	Comment Budget updates			
01-6500-0-5760-1120-5838-600-6500			Dist Administra, Spec Ed-r			DR	2,700.00

Selection

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Transaction Date = 9/1/2024, Ending Transaction Date = 10/31/2024, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)



046 - Kashia

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Transfer of Budget Appropriations with
Comment

Effective 09/09/2024 through 10/31/2024

Fiscal Year 2025

Account	Description	Comment	From	To
JE # BR25-00015				
01-6500-0-5760-1120-5200-600-6500	JE Trans Date 10/29/2024 JE Posted 10/29/2024	Travel & Confer, Spec Ed-r		
01-6500-0-5001-0000-8986-000-6500	Cont to RSP, Special Educa	DR	5,000.00	
01-0000-0-0000-0000-8986-000-0000	Cont to RSP, Unrestricted/	CR	10,304.00	10,304.00
Net decrease to Appropriations			2,700.00	.00
JE # BR25-00016				
01-6546-0-5001-9200-7222-000-0000	JE Trans Date 10/29/2024 JE Posted 10/29/2024	Budget updates		
01-6546-0-5001-3110-5800-600-0000	Trnsfrs Apporti, Transfers	CR		179.00
	Other Svcs & Op, Guidance	DR	179.00	
Net decrease to Appropriations			15,304.00	10,304.00
JE # BR25-00017				
01-6546-0-5001-9200-7222-000-0000	JE Trans Date 10/29/2024 JE Posted 10/29/2024	Budget updates		
01-6546-0-5001-3110-5800-600-0000	Trnsfrs Apporti, Transfers	DR		179.00
	Other Svcs & Op, Guidance	CR	179.00	
Net increase to Appropriations			.00	54,166.00
JE # BR25-00018				
01-0000-0-0000-0000-8660-000-0000	JE Trans Date 10/29/2024 JE Posted 10/29/2024	Update budget		
01-0000-0-0000-0000-8662-000-0000	Interest, Unrestricted/no	DR		34,000.00
	FVA, Unrestricted/no	DR		20,166.00
Net increase to Appropriations			.00	54,166.00
JE # BR25-00019				
01-0000-0-0000-2700-5838-600-2700	JE Trans Date 10/29/2024 JE Posted 10/29/2024	Budget Updates		
01-0000-0-1110-1000-5800-600-0100	Dist Administra, School Ad	DR	6,000.00	
01-0000-0-0000-2700-5862-600-2700	Other Svcs & Op, Instructi	CR		5,000.00
01-0000-0-0000-7100-5800-000-0000	Fingerprinting, School Adm	CR		60.00
	Other Svcs & Op, Board & S	CR		700.00
Net decrease to Appropriations			6,000.00	5,760.00
JE # BR25-00020				
01-0000-0-1110-1000-5860-600-0100	JE Trans Date 10/29/2024 JE Posted 10/29/2024	Budget updates		
	Other Employmen, Instructi	CR		103.00

Selection

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Transaction Date = 9/1/2024, Ending Transaction Date = 10/31/2024, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Effective 09/09/2024 through 10/31/2024

Fiscal Year 2025

Account	Description	Comment	From	To
JE # BR25-00021 JE Trans Date 10/29/2024 JE Posted 10/29/2024 Comment SCOE MOU for Tech Support				
01-0000-0-0000-7600-5840-600-0000	Computer/tech R,All Other	CR		22,500.00
Net increase to Appropriations				
			.00	22,500.00
JE # BR25-00022 JE Trans Date 10/30/2024 JE Posted 10/30/2024 Comment Budget updates				
01-0000-0-1110-1000-3101-600-0100	Benefits - Strs,Instructi	CR		1,542.00
01-0000-0-1110-1000-3101-600-1000	Benefits - Strs,Instructi	DR	1,773.00	
01-0000-0-1110-1000-3101-600-0000	Benefits - Strs,Instructi	CR		382.00
01-0000-0-1110-1000-3331-600-0100	Benefits - Medi,Instructi	CR		117.00
01-0000-0-0000-7150-3331-600-7150	Benefits - Medi,Superinte	CR		65.00
01-0000-0-1110-1000-3501-600-0100	Benefits - Sui,Instructio	CR		3.00
01-0000-0-0000-7150-3501-600-7150	Benefits - Sui,Superinten	CR		2.00
01-0000-0-1110-1000-3601-600-1000	Benefits - Wcom,Instructi	DR	16.00	
Net increase to Appropriations				
			1,789.00	2,111.00
JE # BR25-00023 JE Trans Date 10/30/2024 JE Posted 10/30/2024 Comment Budget updates				
01-0000-0-1110-1000-3601-600-0000	Benefits - Wcom,Instructi	CR		20.00
Net increase to Appropriations				
			.00	20.00
JE # BR25-00024 JE Trans Date 10/30/2024 JE Posted 10/30/2024 Comment Budget updates				
01-0000-0-0000-2700-3202-600-7300	Benefits - Pers,School Ad	CR		347.00
01-0000-0-0000-7110-3602-600-7110	Benefits - Wcom,Board,Und	CR		5.00
Net increase to Appropriations				
			.00	352.00
JE # BR25-00025 JE Trans Date 10/30/2024 JE Posted 10/30/2024 Comment Budget updates				
01-0000-0-0000-2700-3602-600-7300	Benefits - Wcom,School Ad	DR	10.00	
Net decrease to Appropriations				
			10.00	.00
JE # BR25-00026 JE Trans Date 10/30/2024 JE Posted 10/30/2024 Comment Budget revisions				
01-0000-0-1110-1000-3401-600-0100	H & W Benefits,Instructio	DR	642.00	
01-0000-0-1110-1000-3401-600-1000	H & W Benefits,Instructio	DR	1,320.00	
01-0000-0-0000-3600-3402-600-7230	H & W Benefits,Pupil Tran	DR	215.00	
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Transaction Date = 9/1/2024, Ending Transaction Date = 10/31/2024, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Description? = N, Recap? = N)				

Effective 09/09/2024 through 10/31/2024

Fiscal Year 2025

Account	Description	Comment	From	To
JE # BR25-00027	JE Trans Date 10/30/2024 JE Posted 10/30/2024	Comment Budget updates	2,177.00	.00
01-0000-0-1110-1000-3401-600-0100	H & W Benefits, Instructio	DR	4.00	
JE # BR25-00028	JE Trans Date 10/30/2024 JE Posted 10/30/2024	Comment Budget revisions	4.00	.00
01-2600-0-0000-0000-8590-000-2600	All Other State, ELO Progr	CR	21,628.00	
JE # BR25-00029	JE Trans Date 10/30/2024 JE Posted 10/30/2024	Comment Budget revisions	21,628.00	.00
01-2600-0-0000-0000-8590-000-2600	All Other State, ELO Progr	DR		21,628.00
JE # BR25-00030	JE Trans Date 10/31/2024 JE Posted 10/31/2024	Comment Budget for nursing services	.00	21,628.00
01-0000-0-1110-1000-5811-600-0100	Nursing, Instruction, Regul	CR		3,000.00
JE # BR25-00031	JE Trans Date 10/31/2024 JE Posted 10/31/2024	Comment Increase budget per LCFF	.00	3,000.00
01-0000-0-0000-0000-8041-000-0000	Secured Tax Rol, Unrestrict	DR		11,327.00
01-0000-0-0000-0000-8042-000-0000	Unsecured Rol, Unrestrict	CR	141.00	
01-0000-0-0000-0000-8021-000-0000	Home Owners Exe, Unrestrict	DR		7.00
01-0000-0-0000-0000-8022-000-0000	Timber Yield Ta, Unrestrict	DR		302.00
01-0000-0-0000-0000-8043-000-0000	Prior Years' Ta, Unrestrict	DR		6.00
01-0000-0-0000-0000-8044-000-0000	Supplemental Ta, Unrestrict	DR		109.00
01-0000-0-0000-0000-8045-000-0000	Ed Revenue Augm, Unrestrict	CR	84.00	
JE # BR25-00032	JE Trans Date 10/31/2024 JE Posted 10/31/2024	Comment Budget updates per LCFF for First Interim	225.00	11,751.00
01-1400-0-0000-0000-8012-000-1400	EPA, EPA	CR	14,333.00	
01-1400-0-1110-1000-1100-600-1400	Teachers' Salar, Instructi	DR	14,333.00	
01-0000-0-0000-0000-8011-000-0000	Revenue Limit S, Unrestrict	CR	14,350.00	

Effective 09/09/2024 through 10/31/2024

Fiscal Year 2025

Account	Description	Comment	From	To
JE # BR25-00033				
01-0000-0-1110-1000-1100-600-0100	JE Trans Date 10/31/2024 JE Posted 10/31/2024 Teachers' Salar,Instructi	Net decrease to Appropriations	43,016.00	.00
01-0000-0-1110-1000-1150-600-0000	Teachers' Salar,Instructi	Comment Budget updates		
		CR		12,238.00
		CR		2,000.00
Net increase to Appropriations				
			.00	14,238.00
JE # BR25-00034				
01-0000-0-0000-7150-1300-600-7150	JE Trans Date 10/31/2024 JE Posted 10/31/2024 Cert Suprvrs',Superinten	Comment Budget updates		
		CR		4,456.00
Net increase to Appropriations				
			.00	4,456.00
JE # BR25-00035				
01-0000-0-1110-1000-3101-600-0000	JE Trans Date 10/31/2024 JE Posted 10/31/2024 Benefits - Strs,Instructi	Comment Budget updates		
01-0000-0-1110-1000-3331-600-0000	Benefits - Strs,Instructi	CR		286.00
01-0000-0-1110-1000-3601-600-0100	Benefits - Medi,Instructi	CR		29.00
	Benefits - Wcom,Instructi	CR		35.00
Net increase to Appropriations				
			.00	350.00
Org 046 Net Increase in Estimated Fund Balance			6,727.00	
Total for Org 046			107,489.00	182,192.00
Net increase to Appropriations				

Selection

Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 46, JE Type = R, Starting Transaction Date = 9/1/2024, Ending Transaction Date = 10/31/2024, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

046 - Kashia

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Checks Dated 09/01/2024 through 10/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2049312	09/04/2024	Gene Parrish	01-5201	Mileage, 08/26-08/30, 2024		305.52
2049313	09/04/2024	Gene Parrish	01-5200	Home2 08/26-08/30, 2024		650.54
2050892	09/11/2024	Gene Parrish	01-5201	Mileage-Sept. 2-Sept. 6, 2024		296.81
2050893	09/11/2024	Gene Parrish	01-5200	Home2 -Sept. 2- Sept. 6 2024		672.02
2052449	09/18/2024	Bob Sibley	01-4350	Printer cartridges - office supplies	156.56	
			01-4360	Van supplies	25.01	
			01-5800	Cultural Education, August hours	1,365.00	1,546.57
2052450	09/18/2024	Gualala Supermarket	01-4700	Food for students/event		340.68
2052451	09/18/2024	Healdsburg Lumber Co	01-4380	Maint. supplies for BBQ		16.98
2052452	09/18/2024	Interactive Ed Services Inc	01-4340	Webpage hosting, 2024-25		1,295.00
2052453	09/18/2024	Janet VanWinkle	01-5800	RSP hours, August, 2024		700.00
2052454	09/18/2024	Kashia Band of Pomo Indians	01-5530	Water, past due and current invoices		410.20
2052455	09/18/2024	Mary Allen	01-5800	Curriculum support per agreement		2,160.00
2052456	09/18/2024	Gene Parrish	01-5201	Mileage, Sept. 9-13		231.15
2052457	09/18/2024	Recology Sonoma Marin	01-5560	Waste disposal		231.48
2052458	09/18/2024	Ryland Strategic Business Consulting	01-5831	August, 2024 hours		4,500.00
2052459	09/18/2024	Terminix	01-5800	Service on 08/22/2024		142.00
2052460	09/18/2024	Gene Parrish	01-5200	Home2-Sept. 9-13, 2024		738.58
2052461	09/18/2024	HMH	01-4310	Read 180 on Ed 1-Year		1,308.00
2053261	09/20/2024	Discovery Education, Inc.	01-4110	Science materials		918.72
2053867	09/25/2024	Gene Parrish	01-5200	Home2 lodging Sept. 16-20		811.56
2053868	09/25/2024	Gene Parrish	01-5201	Mileage Sept. 16-20		288.10
2053869	09/25/2024	Whitney Badgett	01-4310	Instructional materials		78.15
2055420	10/02/2024	Gene Parrish	01-5200	Home2 Sept. 24-26, 2024		585.85
2055421	10/02/2024	Gene Parrish	01-5201	Mileage Sept. 24-26, 2024		217.75
2056843	10/09/2024	Mary Allen	01-5800	September, 2024 hours		1,960.00
2056844	10/09/2024	Gene Parrish	01-5201	Mileage Oct. 3-4		173.53
2056845	10/09/2024	Gene Parrish	01-5200	Home2 Oct. 3-4		406.05
2058320	10/16/2024	Janet VanWinkle	01-5800	Sept, 2024 RSP hours		3,710.00
2058321	10/16/2024	Frances Johnson	01-4310	Instructional supplies and postage		464.75
2058322	10/16/2024	Gene Parrish	01-5201	Mileage Sept. 7-11		275.37
2058323	10/16/2024	Gene Parrish	01-5200	Home2 Sept. 7-11		790.10
2058324	10/16/2024	Ryland Strategic Business Consulting	01-5800	Sept., 2024 CBO services		4,500.00
2058325	10/16/2024	Stephen Roatch Accountancy	01-5821	Progress billing 3 for audit services		4,000.00
2058326	10/16/2024	Bob Sibley	01-5800	September hours, cultural education		936.25
2058327	10/16/2024	Whitney Badgett	01-4310	Behavioral incentives	33.45	
			01-5860	GELAP expenses	102.65	136.10

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.

Checks Dated 09/01/2024 through 10/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2059725	10/23/2024	Bright Solutions for Dyslexia, Inc.	01-4310 Barton Reading Program			1,470.30
2059726	10/23/2024	Gene Parrish	01-5201 Mileage Oct. 15- Oct. 18			249.91
2059727	10/23/2024	Gene Parrish	01-5200 Home2 10/15-10/18			690.08
2060355	10/25/2024	Andrea Stubbs	01-5950 Postage			14.80
2060356	10/25/2024	Employment Development Dept.	01-9555 SUI Q-3 Payment			26.35
2060357	10/25/2024	Frontier Communications	01-5911 Telephones - inc. past due amt			586.92
2060358	10/25/2024	Gualala Supermarket	01-4700 Food items			12.58
2060359	10/25/2024	Pacific Gas & Electric	01-5520 2834323877-1			127.43
2060360	10/25/2024	Recology Sonoma Marin	01-5560 Waste disposal			231.48
2060361	10/25/2024	Terminix	01-5800 Pest control svcs 9/27/2024			142.00
2060362	10/25/2024	Tom's Plumbing	01-5800 Plumbing services			1,821.19
2061034	10/30/2024	Coleen McCloud	01-5800 Cultural education			266.67
2061035	10/30/2024	Gene Parrish	01-5201 mileage Oct. 21-25, 2024			268.67
2061036	10/30/2024	Gene Parrish	01-5200 Home2 Oct. 21-Oct. 25, 2024			753.59
2061037	10/30/2024	Tom's Plumbing	01-5800 Plumbing services			992.71
Total Number of Checks					49	43,452.49

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	49	43,452.49
Total Number of Checks		49	43,452.49
Less Unpaid Tax Liability			.00
Net (Check Amount)			43,452.49

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.

Comprehensive School Safety Plan

**2024-2025
School Year**

School: Kashia Elementary School
CDS Code: 49 70888 6052013
District: Kashia Elementary School District
Address: 31510 Skaggs Springs Rd.
Stewarts Point, CA 95480
Date of Adoption: April 23, 2024
Date of Update: November 2024
Date of Review:
- with Staff
- with Law Enforcement
- with Fire Authority

Approved by:

Name	Title	Signature	Date
Frances Johnson	Superintendent		
Andi Stubbs	Chief Business Official		
Coleen McCloud	Parent Teacher Organization		
	Sea Ranch Fire Protection Dept.		
	Sonoma County Sheriff		
	Kashia Tribal Council		

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Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Kashia Elementary School Site.

Safety Plan Vision

A safe school is a place where learning can occur in a welcoming environment free of intimidation, violence and fear. Kashia Elementary School District (KESD) is dedicated to providing a safe environment for children so they can focus on learning and growing.

KESD is committed to the safety and security of students, staff, and visitors within Kashia school facilities. Professional development and collaborative partnerships are necessary to the success of the safety plan and emergency management efforts that include prevention, preparedness, response, and recovery procedures relevant to potential natural and human caused crisis.

Components of the Comprehensive School Safety Plan (EC 32281)

Kashia Elementary School Safety Committee

Kashia School is a kindergarten through eighth grade elementary school district. The rural, one school district is located in the northwest corner of Sonoma County. The district is one of the smallest, sitting in the middle of Horicon School District on Pomo Tribal land. Kashia has a population of 8 students. The original one room schoolhouse is still located on an adjacent property, and operates as a museum. All eight students who attend KESD are from Native American descend. The safety committee is inclusive of the tribal members, local law enforcement, regional fire district and the school administrative personal.

Assessment of School Safety

In reviewing discipline data from our student information system (SIS) AERIES, "0" students had any assertive discipline incidents at Kashia Elementary for 2023-2024 school year. In addition, there were no reported school safety situations that happened in the surrounding community that impacted the school site in 2023-2024. Lastly, we have no special education alternative placements for 2023-2024.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Strategies and Programs to maintain a high level of safety at our school site include all of the following standard operating procedures (SOP) in this plan, a PBIS curriculum to provide instruction to students on preventive measures around behaviors and emotional needs, mandated training for all staff at the beginning of the school year around safety and requirements as a school staff member, safety drills on site with students and lastly review/update safety equipment around the school site and main office.

Kashia Elementary uses a portion of its staff development time at the beginning of the year to train staff on the laws, policies and procedures required of school employees as mandated reporters. Site administrators, special ed teacher and contracted curriculum/social worker are also available to assist staff in the process of making a report of Suspected Child Abuse or Neglect. Below is the standard form used to file a report. Once a CPR report is called in at the site a written report will be sent to either CPS or sheriff office and a copy kept on file in the superintendent's office.

Mandated Reporter Definition: A mandated reporter is one who is required by law to report reasonable suspicions of abuse.

Mandated Reporting KESD Online Training: All KESD certificated and classified employees are Mandated Reporters, and are required to complete an annual online training and certification course.

Considerations:

- * Failure to report may result in loss of license, credential or suspension.
- School records can be released without parental consent, but only when doing so protects a child in an emergency situation.
- * The victim can be interviewed on school grounds: In private
- * With a member of school personnel present as support
- * The staff member cannot participate in the interview or discuss the facts
- * Staff member may decline being present in interview
- * Victim can be placed in the custody of law enforcement without parental knowledge.
- * When a child is released to law enforcement, it is law enforcement's responsibility to inform the parent or caretaker.

Internal Procedures:

- * Reporting is a personal and individual responsibility for Mandated Reporters and may not be delegated.
- * However, internal procedures on who makes the report can be established to facilitate reporting and apprising supervisors of the report, as long as the procedure is consistent with, and adheres to the mandates of the law.
- * Internal procedures may be helpful in facilitating reporting when more than one Mandated Reporter observes the same child. For example, three emergency room nurses may tend to the same injured child, or after consultation, a teacher and a resource specialist decide that a report should be made.
- * The internal procedure may:
- * Stipulate that the person with the most first-hand knowledge make the report, and/or
- * The report is made jointly with all parties signing the report, and/or,
- * If more appropriate, each party makes an individual report.
- * If the designated person fails to make a report, the other Mandated Reporter(s) must follow-up and report.

If a Child Comes to You:

(Your job as a Mandated Reporter is to report what the child tells you, not to investigate the situation)

- * Reassure the child that they did the right thing by telling you and they are not to blame
- * Don't promise them that you won't "tell"
- * Tell the child that what you plan to do to help protect them
- * Talk with the child if they need to vent - be ready to listen and be supportive
- * Be respectful of the child's need for, or dislike of touching while trying to comfort them...do so with caution and only with the child's permission
- * Mandated Reporters are not required by law to tell the parent that a report has been made. However, one should keep in mind that parents are not always the perpetrators and may not be aware that their child exhibits signs of abuse.
- * Find a place to help with your feelings too.

How to Make a Report of Child Abuse in California

- * Immediately, or as soon as possible, call a Child Protective Services agency (Child Welfare/Child Protective Services if the abuse is occurring within the family or home or Law Enforcement if the suspected abuser is someone outside the family) to make a verbal report (PHONE #). If the child is in imminent danger, call 911.
- * Inform the agency that you are a Mandated Reporter.
- * File a written report within 36 hours of your verbal report (on Form SS 8572.)

Child Abuse Report Form—Department of Justice Form SS8572

- * Mandated Reporters and/or their employers should keep blank copies of the form on file at all times.
- * If a blank form is not available when a report is made, the Mandated Reporter can request that the agency to whom the report is

being made, send a blank form to them immediately.

* Copies of the form are available online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf or from your local Child Protective

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

Kashia Elementary School- Administrative Regulation ?

All district employees are declared by law to be disaster service workers and thus shall take the oath or affirmation required for disaster service workers before beginning employment with the district. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their supervisors.

Government Code 3100-3102

It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property, and resources is of paramount state importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.

(Amended by Stats. 1971, Ch. 38.)

Adaptations for Students with Disabilities

FOR SPECIAL NEEDS STUDENTS

Procedures for special needs students may need to be implemented in emergency situations such as fire, earthquake, bomb threats, etc.

At the beginning of each school year, an Individual Emergency Procedures Plan must be completed to accommodate each student who requires additional assistance due to a disability. This includes students with physical impairments who may require:

1. a wheelchair on a daily basis
2. specialized equipment
3. physical assistance to evacuate in a timely manner

Each plan requires that support staff be designated as specialized assistants during times of emergency.

The Site Superintendent and SPED teacher is responsible for:

1. identifying all students who will require additional assistance
2. working with the designated certificated staff (classroom teachers) and the principal to ensure that coverage and a plan is completed for each student

Since new students may arrive at any time during the school year, this assignment will be continuous throughout the year.

1. Use the format below to complete an Individual Emergency Procedures Plan for each special needs student. Place a copy of the plans in the Site Emergency Operations Plan and with the individual classroom teacher's emergency materials. (class roster, etc.)

2. Obtain roster of all students with classes for emergency purposes

Individual Student Emergency Procedures Plan

Student: Room #: Teacher:

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Designated Specialized Assistants:

(identify two staff in this area)

Required Equipment or Physical Assistance Needed to Evacuate in a Timely Manner (complete below)

Public Agency Use of School Buildings for Emergency Shelters

Kashia Elementary School-Administrative Regulation AR 0450 (cf. 1330-Use of School Facilities)

The Board shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Board of Education desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
(cf. 5112.5 - Open/Closed Campus)
4. During, going to, or coming from a school-sponsored activity

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code 48900.5, 48900.6)

District staff shall not suspend any student for disruption or willful defiance, unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

School-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
(cf. 3515.3 - District Police/Security Department)
5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

In order to fulfill the requirements made by Education Code 32282 section 49079 and Welfare and Institutions Code 827 that state teachers must be notified of the reason(s) a student has been suspended. On the daily attendance report, when a student is suspended, will show an "S" next to the student's name. The teacher can access the reason for suspension by speaking with the superintendent. The information provided is for the student's current teachers only. All information regarding suspension and expulsion is CONFIDENTIAL, is not to be shared with any student(s) or parent(s). Teachers are asked to secure the list so students and others may not view it.

Pursuant to Welfare & Institution Code 827(b) and Education Code 48267, the Court notifies the Superintendent of the Kashia Elementary School District regarding students who have engaged in certain criminal conduct. This information is forwarded to the site lead teacher. The site lead is responsible for prompt notification of the student's teacher. Per Education Code 49079, this information must be kept confidential. This information is also forwarded to all administrators and the student's counselor, if available per contract.

(E) Sexual Harassment Policies (EC 212.6 [b])

The Board of Education is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who files a complaint, testifies, or otherwise participates in district complaint processes.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

The Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

To further discourage the influence of gangs, the Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the parent/guardian.

This requirement comes from EC 32282(a)(2)(F). It reads:

The provisions of any schoolwide dress code, pursuant to Section 35183, that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code. For those purposes, the comprehensive school safety plan shall define "gang-related apparel." The definition shall be limited to apparel that, if worn or displayed on a school campus, reasonably could be determined to threaten the health and safety of the school environment. Any schoolwide dress code established pursuant to this section and Section 35183 shall be enforced on the school campus and at any school-sponsored activity by the principal of the school or the person designated by the principal. For purposes of this paragraph, "gang-related apparel" shall not be considered a protected form of speech pursuant to Section 48950.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Most students ride or walk to school since they live in the rural small community up in the mountains of west Sonoma county right by the school. Should parents or caregivers drive and pickup their student there is a circler drive around the administrative building that has an ingress on the right side of administrative building and an egress on the left side of building. The ingress and egress are one way. Parking for staff is in the back of the administrative building. See Map of Campus in attachments

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School Environment and Procedures to Create a Safe and Orderly Environment

Element:

Procedures and Staffing

Opportunity for Improvement:

Kashia has two new teachers this year who need support and training working with lower grade students in a multi-grade classroom setting where instruction and discipline both needs to be differentiated

Objectives	Action Steps	Resources	Lead Person	Evaluation
Have teachers trained in usage of PBIS and other classroom management strategies by December of 2024	Provide Mandated training on Bullying Prevention	Online bullying prevention training	CBO and Superintendent	Complete at start of school year as evidenced by training log
	Contract with social worker/admin	Funding, Time and Location	Superintendent and Contractor	Monthly Payment Logs/Staff Informal and Formal Feedback
	Contract with Clinical Behavioral Professional Organization to provide training and guidance	Funding and Dedicated Staff Training Time	Superintendent and CBO	Contract and training log and evaluation
Consistently implement PBIS Strategies in the classroom above 70% per week	Weekly Observation by Superintendent and/or contractor	Funding for reinforcers as needed	Superintendent and CBO	Weekly staff meeting notes and feedback
	Staff online training and second step curriculum, as needed	Online Access	Contractor	Log of training
	Develop classroom rules and daily schedule	n/a	Lead Teacher	Observations/Pictures

Component:

Emergency Procedures

Element:

Procedures and Crisis Communication

Opportunity for Improvement:

Plan was last updated in 2023 due to staff turnover in 2024 so all sections of the comprehensive plan need to be reviewed and updated with current evidence based practices and policies

Objectives	Action Steps	Resources	Lead Person	Evaluation
By November 2024, the Comprehensive Safety Plan will be updated in written form to include all the necessary components of the required CDE safety plans.	Review old plan, update and add new sections as required by EdCode	Current professional expertise in area	Contractor	Completed CSP
	Review draft safety plan with school board and parent teacher organization	n/a	Superintendent-Contractor	Minutes to Meetings
	Review plan with Tribal Council and Sheriff Department	n/a	Superintendent-Contractor	Calendar of events, meeting notes
	Create and update board policies to reflect in the safety plan as appropriate	Gamut Online Access	Chief Business Official	Board Minutes, Gamut Online Policies for Kashia

Component:

Safety for Students and Adults

Element:

Infrastructure and Crisis Communication

Opportunity for Improvement:

Update all safety equipment on the school site

Objectives	Action Steps	Resources	Lead Person	Evaluation
Make sure the bare minimum in equipment is present at the school site to secure the classroom from danger.	Schedule and conduct threat assessment walk-thru of campus and purchase or obtain items as needed	Threat assessment checklist	Contractor	Completed walk through documentation
Make sure the bare minimum is present at school site to handle medical emergencies	Review medical supplies and emergency backpack to update in order to utilize on field trips and on the campus	Emergency Backpack Supplies	Contractor	Backpack Standard List and actual backpack
Update Crisis Communication protocols around emergency situations	Establish Phone Tree, make sure landline is working correctly, check for up to date emergency lines, practice site drills	n/a	Contractor	Documentation and logs

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Kashia Elementary School Student Conduct Code

Rules and Procedures on School Discipline

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KESD discipline expectations and procedures at are school best align with the three-tiered discipline program most commonly referred to as PBIS or Positive Behavior Intervention and Support. The tiers represents the three levels of behavioral support needed in a school for all students to achieve social, emotional, and academic success.

Tier 1 of the PBIS pyramid represents the universal expectations and supports available to all students. The middle tier 2, represents targeted interventions and supports for some students, and the top tier 3 of the PBIS pyramid represents strategic intensive support for a few students.

When conducting classroom discipline, teachers are required to follow the California Education Code (§48900-15), the teacher contract, and due process when assigning disciplinary consequences to students. Parent communication is critical to our students' success; therefore, all Alternative Means of Correction (AMC) and disciplinary consequences will include parent contact and/or conference.

Conduct Code Procedures

Tier One:

- *Teach schoolwide positive behavior expectations
- *Use positive reinforcement for all students
- *Consistent consequences for problem behaviors
- *Effective classroom management and instruction
- Effective procedures and supervision for non-classroom time

Tier Two:

- *Targeted social skills instruction
- *Simple behavior plans
- *Increased academic support

Tier Three:

- *Functional behavior assessment and individual behavior plan developed
- *Parent collaboration and education
- *Collaboration with student's physician and mental health provider
- *Intensive academic support

(K) Hate Crime Reporting Procedures and Policies

The Board of Education is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

In order to create a safe learning environment for all students, the Board of Education desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Principal or designee. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, and Board policy.

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Superintendent or designee, and/or law enforcement, as appropriate.

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(J) Procedures to Prepare for Active Shooters

LOCKDOWN is initiated to isolate students and school staff from danger when there is a crisis and movement within the school might put students and staff in jeopardy. LOCKDOWN is used to prevent intruders from entering occupied areas of the building. The concept of LOCKDOWN is no one in, no one out. All exterior doors are locked, and students and staff must remain in the classrooms or designated locations at all times. Teachers and other school staff are responsible for accounting for students and ensuring that no one leaves the safe area. LOCKDOWN is started with an announcement from whoever sees the crisis unfolding and that individual states what the crisis is and if capable three (3) short bells. This ACTION is considered appropriate for, but is not limited to, the following types of emergencies:

- Gunfire
- * Assaults on Campus
 - Extreme violence outside the classroom

LOCKDOWN differs from SHELTER-IN-PLACE because it does not involve shutting down the HVAC systems and does not allow for free movement within the building.

ANNOUNCEMENT: (Initiate LOCKDOWN by stating what the crisis is and 3 short bells)

1. Make an announcement in person directly or over the public address system:

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- * Make the announcement. Instruct teachers and staff to immediately lock doors and remain in the classroom or secured area until further instructions are provided.
- * Call 911. Provide location, status of campus, all available details of situation.
- * When clearance is received from appropriate agencies, give the ALL CLEAR plus signal word of "GREEN" instruction to indicate that it is safe to unlock the doors and return to the normal class routine.
- * Send home with students a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- * If it is safe to clear the hallways, bathrooms and open areas, direct students to the closest safe classroom.
- * Immediately lock doors and instruct students to lie down on the floor behind desks or wall.
- * Close any shades and/or blinds if it appears safe to do so.
- * Remain quiet and calm in the classroom or secured area until further instructions are provided by the principal or law enforcement.
- * If possible, secure wood or plastic doorstop in place besides locking door
- * If possible and if the door is equipped with an elbow hinge at the top of the door, place a belt around the hinge.
- * Lock the door or move furniture or trash can to bar access to the room. Remain quiet until further instructions are provided by the principal or police

STUDENT ACTIONS:

- o Move quickly and quietly to the closest safe classroom.
- o If rooms are locked, immediately hide in the closest safe zone: bathroom, janitorial closet, office area and library.
- o Immediate have students and staff put their cell phones on vibrate or silent mode to not make noise

Note: Teachers, if outside at PE and/or in an area that does not allow you to get to a secure location quickly, evacuate the campus to your designated location offsite.

Kashia School students and/or staff will evacuate to local Community Center.

Procedures for Preventing Acts of Bullying and Cyber-bullying

The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. The Superintendent shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Bullying Prevention

To the extent possible, school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Intervention

- Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.
- School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)
- When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with the district's uniform complaint procedures.

Information on Bullying:

Reporting Bullying: Bullying is defined as an act that is done on purpose. Bullies use their power (physical size, age, social status, computer skills, etc.) to threaten, harass, or hurt others. Bullying can happen over and over to one person or a group of people. If you feel you are being bullied at KESD, please report it to the superintendent or designee by filling out an incident statement and/or meeting with them in person to verbally share your concerns.

"It is the policy of the State of California to afford all persons in public schools, regardless of their disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other [protected] characteristic ... equal rights and opportunities in the educational institutions of the state." (Ed. Code, § 200.)

a) All pupils have the right to participate fully in the educational process, free from discrimination and harassment.

b) California's public schools have an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity."

Preventing Bullying/Being and Ally: There are many things that we can do as individuals to limit bullying on our campus. Here are some simple things you can do to be an ally to victims of bullying:

a) Support targets of bullying whether you know them or not

b) Don't participate or encourage bullying when you see it

c) If safe to do so, tell the aggressors to stop or you don't approve of their actions

d) Inform a trusted adult that someone is being bullied

e) Anonymously report bullying to the Vice Principal by placing the information in the box on his door

f) Get to know people instead of judging them

Be an ally online—don't encourage, don't send out or forward hurtful messages, and tell aggressors that they need to stop cyber bullying

Opioid Prevention and Life-Saving Response Procedures

Kashia has had Fentanyl staff training and the district office has Narcan available, as needed. Also parent education has been provided by our local drug and alcohol prevention agency..

Response Procedures for Dangerous, Violent, or Unlawful Activities

INCIDENTS OF VIOLENCE ON CAMPUS

Several of the following emergency scenarios involve an incident of violence on campus. When such an emergency occurs, it is essential that the safety and welfare of students and staff are addressed. This includes the provision of support and counseling immediately and in the longer term. The guidelines below should be followed by the superintendent or site lead or other key personnel.

WITHIN 24 HOURS

Gather the facts

Ensure appropriate intervention to minimize additional injury

Provide first aid where necessary

Ensure the safety and welfare of students and staff

Set up an Emergency Operations Center, if appropriate

Contact the District Office to report the critical incident

Assess the need for support and counseling for those directly and indirectly involved
Manage the media (Public Information Officer/Principal)
Set up a recovery room
Provide factual information to staff, students and the school community
Ensure that the privacy of students and staff is maintained
Organize assistance such as transport home

WITHIN 48-72 HOURS

Debrief all relevant persons
Arrange counseling as needed
Provide opportunities for staff and students to talk about the incident
Continue to provide updates to staff, students and the school community.
Act to dispel rumors
Restore normal functioning and service delivery as soon as possible
Where necessary, make arrangements to cover classes, arrange leave and employ temporary substitute teachers
Implement protocols for a student or staff member, if required

WITHIN THE FIRST MONTH

Note student and staff behavioral changes such as reports that individuals cannot sleep, uncharacteristic difficulty coping with work, easily agitated. Where these occur, encourage referral to appropriate support services
Maintain school contact with hospitalized students and staff

Instructional Continuity Plan

Safety Plan Review, Evaluation and Amendment Procedures

Superintendent, Office Staff, Support Staff

1. Update Crisis Envelopes with:
 - a. Emergency evacuation plan
 - b. Evacuation Absence Lists
 - c. District Staff Directory
 - d. Pencil
2. Advise Staff/Parents of Emergency Plan review with parent teacher organization
3. Plan for students with special needs.
4. Meet with staff and review duties and special assignments.
5. Conduct drills putting emergency teams into full operation.
6. Have message tapes prerecorded for use during an emergency.
7. Update Emergency Response Boxes with:
 - a. Student lists with parent phone numbers
 - b. Lists of students with special needs from all sites
 - c. Lists of students who ride the bus
 - c. Lists of staff members and phone numbers (cell and home)
8. Each year in October, review and update emergency plan.

Safety Plan Appendices

Emergency Contact Numbers

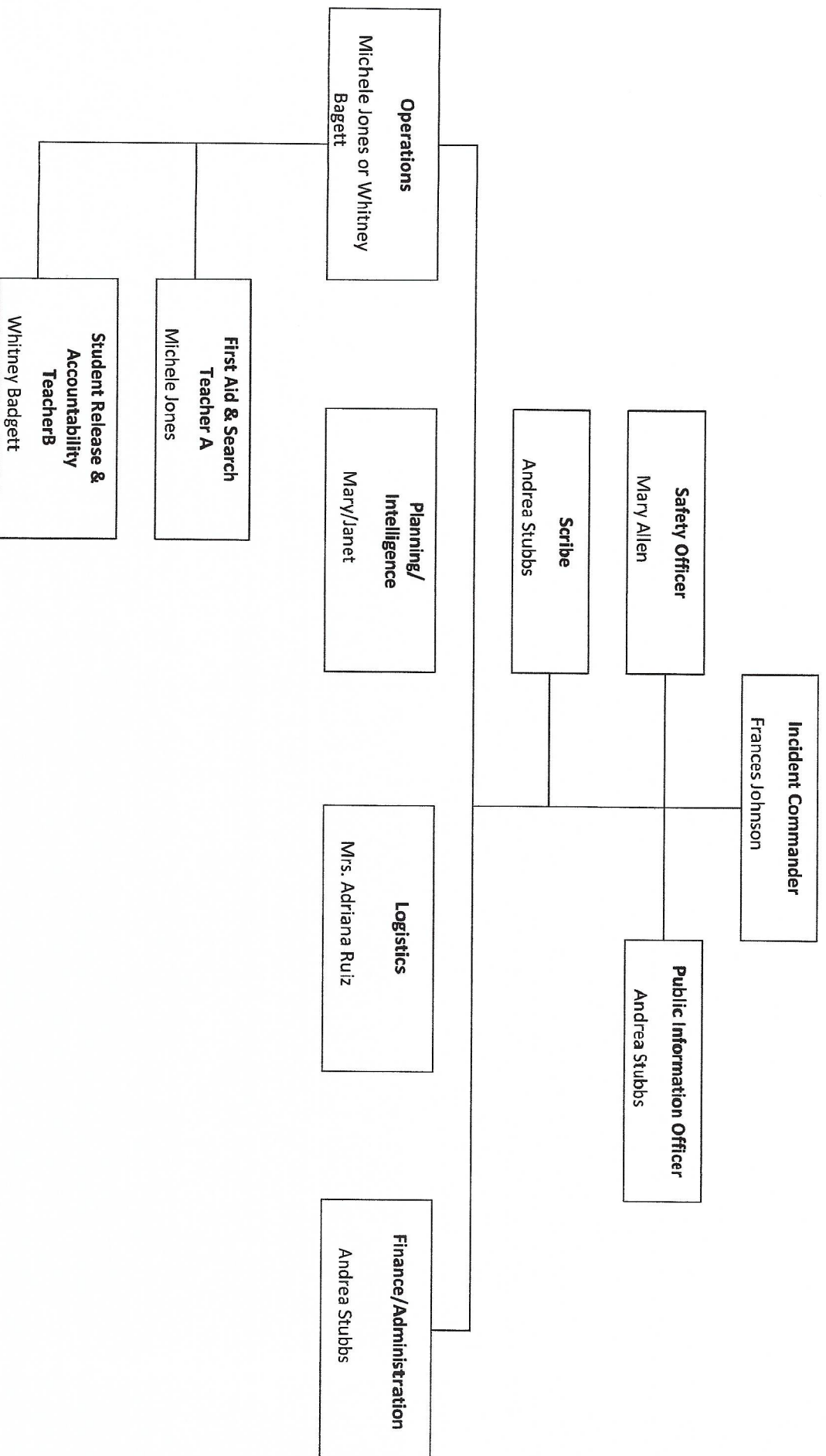
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
School District	Superintendent-Site Number	707-847-3150	Frances Johnson 347-677-3349 cell
Public Utilities	Frontier Communications	800-921-8104	Glen Daniels
Law Enforcement/Fire/Paramedic	Sheriff Office		
Public Utilities	PG&E	800-743-5000	Emergency line
Public Utilities	Water Quality=Randy Marrufo	707-483-2200	
Emergency Services	Redwood Coast Medical Services	707-884-4005	Gualaia Medical Urgent Care
Emergency Services	SC Department of Health Servicew	707-565-6565	Santa Rosa
Public Utilities	Tom's Plumbing	707-884-3818	
City Services	Terminix	800-837-6464	
Law Enforcement/Fire/Paramedic	Fire Department		

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review and Update Comprehensive Safety Plan	October 2024	2024/2025 Comprehensive Safety Plan Draft
Review with Superintendent and CBO	October 2024	
Review with Local Law Enforcement and Tribal Council		
Conduct PTA meeting to review draft and update		
Review draft with School Board		
Make changes to amend plan as needed		

Kashia Elementary School Incident Command System



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Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

Emergency Actions are a set of simple directives and alert level procedures that may be implemented across a number of emergency situations. When an emergency occurs, it is critical that staff members take immediate steps to protect themselves and others. With Emergency Actions in place, staff can follow specific directions without having to learn extensive protocols for each of several dozen different emergency situations. The Incident Commander will decide which Emergency Actions to implement, based on the situation.

The most common immediate emergency actions below are listed below, followed by specialized emergency actions. Specific steps to take for each of these are detailed in the following pages. Staff members must become familiar with each emergency action and be prepared to perform assigned responsibilities. All students must be taught what to do when any of the common emergency actions are implemented.

Step Two: Identify the Level of Emergency

COMMON EMERGENCY ACTIONS

ALL CLEAR

Used to conclude other immediate emergency actions and to notify staff and students that normal school operations can resume.

DROP/DUCK/COVER AND

HOLD ON

The action taken during an earthquake to protect students and staff from flying and falling debris.

EVACUATION

The orderly movement of students and staff from school buildings to another area when conditions outside are safer than inside.

LOCKDOWN

Initiated when there is an immediate or imminent threat to occupants of a school building and movement within will put students and staff at jeopardy. Lockdown involves a "no one in, no one out" scenario.

SHELTER IN PLACE

Implemented to isolate students and staff from the outdoor environment and provide greater protection from external airborne contaminants. STAND BY

Notifies students and staff that further instructions will follow shortly.

SPECIALIZED EMERGENCY ACTIONS

CONVERT SCHOOL

Initiated when a requirement exists during a disaster for community medical facilities or community shelters (run by the Sonoma County Department of Health and Human Services or American Red Cross)

DIRECTED TRANSPORTATION

Implemented when students and staff are loaded into school buses, cars and any other available means of transportation and moved from an area of danger to an area of lesser danger.

OFF-SITE EVACUATION

Implemented when it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

REVERSE EVACUATION

Initiated if an incident occurs while students are outside and conditions are safer inside the building.

STUDENT RELEASE

Instructs staff to prepare for releasing students from school during the academic day.

TAKE COVER

Instructs staff and students to move to and take refuge in the best-shielded areas within the school buildings.

Step Three: Determine the Immediate Response Action

INCIDENT COMMAND POST

EMERGENCY:

Superintendent or designee:

1. Enactment of entire district emergency operation.
2. Activate emergency alarms/announcements.
3. Activate all emergency teams
4. Immediately proceed to Incident Command Post with cell phone, walkie-talkie, and district emergency radio.
5. Establish communication with district personnel as to the status of emergency. Report condition of students, staff, and school facilities.
6. Determine who is responsible for all communications, bulletins, announcements both internal to staff and students as well as external to the news media, parents and the community.
7. Phone, e-mail and/or P.A. announcements every 15-20 minutes, if possible.
9. Maintain communication with liaison between emergency personnel and the Incident Command Post.
10. Give the directive to begin documentation of the incident to assigned personnel.

Step Four: Communicate the Appropriate Response Action

Types of Emergencies & Specific Procedures

Aircraft Crash

Emergency response will depend on the size of the aircraft, nature of the crash, and proximity to the school. If it is safe to remain inside the building, all students should be kept in the school under supervision. The crash may also result in an explosion, chemical spill or utility interruption.

Aircraft crashes into the school

STAFF ACTIONS:

- Notify Superintendent
- Move students away from immediate vicinity of the crash.
- EVACUATE students from the building using primary and/or alternate fire routes to a safe assembly area away from the crash scene. Take class roster/nametags and emergency backpack.
- Check school site to assure that all students have evacuated.
- Take attendance at the assembly area.
- Report missing students to the Superintendent/designee and emergency response personnel.
- Maintain control of the students a safe distance from the crash site.
- Care for the injured, if any.
- Escort students back to the school site when emergency response officials have determined it is safe to return to the building.

SUPERINTENDENT/SITE LEAD ACTIONS:

- Notify police and fire department (call 911).
- Determine immediate response procedures, which may include EVACUATION, OFF-SITE EVACUATION or DIRECTED TRANSPORTATION.
- Notify SCOE Superintendent, who will contact the Office of Emergency Services.
- Arrange for first aid treatment and removal of injured occupants from building.
- Secure area to prevent unauthorized access until the Fire Department arrives. Ensure that students and staff remain at a safe distance from the crash.
- Account for all building occupants and determine extent of injuries.
- Do not re-enter building until the authorities provide clearance to do so.

Aircraft crashes near school

STAFF ACTIONS:

- Notify Superintendent
- Move students away from immediate vicinity of the crash.
- Remain inside with students unless subsequent explosions or fire endanger the building.

SUPERINTENDENT/SITE LEAD ACTIONS:

- Notify police and fire department (call 911).
- Initiate SHELTER IN PLACE, if warranted.
- Initiate REVERSE EVACUATION for students and staff outside or direct them to designated area until further instructions are received.
- Ensure that students and staff remain at a safe distance from the crash.
- Notify SCOE superintendent, who will contact the Office of Emergency Services.
- Fire department officials will secure area to prevent unauthorized access. Do not enter affected areas until the appropriate authorities provide clearance to do

ADDITIONAL STEPS FOR THE SCHOOL:

- Notify Tribal Lead
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Animal Disturbance

If there is a rabid or uncontrollable animal on campus, implement this procedure when any wild animal threatens the safety of the students and staff

SUPERINTENDENT/SITE LEAD ACTIONS:

- Isolate the students from the animal. Close doors and lock tables as a means to isolating the animal.
- If the animal is outside, keep students inside and institute a LOCKDOWN.
- If the animal is inside, initiate an EVACUATION outside to a protected area away from the animal
- Contact the Stewart's Point Humane Society for assistance in removing the animal.
- If the animal injures anyone, seek medical assistance from the school nurse.
- Notify parent/guardian and recommended health advisor.

STAFF/TEACHER ACTIONS:

- If the animal is outside, keep students inside. Lock doors and keep students away from the windows.
- If the animal is inside, EVACUATE students to a sheltered area away from the animal.
- Notify the principal if there are any injuries.

ADDITIONAL STEPS FOR THE SCHOOL:

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Armed Assault on Campus

See Active Shooter documentation in other section of plan for response to armed assault on campus. "Run, Hide, Fight" are our three actions during an armed assault depending on the situation

Biological or Chemical Release

This is an incident involving the discharge of a biological substance in a solid, liquid or gaseous state. Such incidents may include the release of radioactive materials. A biological agent can be introduced through:

- postal mail, via a contaminated letter or package
- a building's ventilation system
- a small explosive device to help it become airborne
- a contaminated item such as a backpack, book bag, or other parcel left unattended
- the food supply
- aerosol release (for example, with a crop duster or spray equipment)

Defense against biological release (e.g. anthrax, smallpox, plague, ricin etc.) is difficult because usually appear after some time has lapsed. Indicators that may suggest the release of a biological or chemical substance include multiple victims suffering from: watery eyes, choking or breathing difficulty, twitching or the loss of coordination. Another indicator is the presence of distressed animals or dead birds. Determine which scenario applies and implement the appropriate response procedures.

Outside the building

STAFF ACTIONS:

- Notify superintendent
- Move students away from immediate vicinity of danger (if outside, implement REVERSE EVACUATION).
- Segregate individuals who have been topically contaminated by a liquid from unaffected individuals. Send affected individuals to a designated area medical attention.
- Follow standard student assembly, accounting and reporting procedures.

SUPERINTENDENT/SITE ADMINISTRATOR ACTIONS:

- Initiate SHELTER IN PLACE.
- Shut off HVAC units.
- Move to central location where windows and doors can be sealed with duct tape.
- Call 911. Provide location and nature of the emergency and school actions taken.
- Notify District Superintendent of the situation.
- Turn on a battery-powered commercial radio and listen for instructions.
- Complete the Biological and Chemical Release Response Checklist
- Remain inside the building until the Department of Health or Fire Department determines it is safe to leave.
- Arrange for psychological counseling for students and staff.

Inside the building

STAFF ACTIONS:

- Notify principal or site administrator.
- Segregate individuals who have been topically contaminated by a liquid from unaffected individuals.
- Implement EVACUATION or OFF-SITE EVACUATION, as appropriate. Send affected individuals to a designated area for medical attention.
- Follow standard student assembly, accounting and reporting procedures.
- Prepare a list of those who are in the affected area to provide to emergency response personnel.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Initiate EVACUATION of building or OFF-SITE EVACUATION to move students away from immediate vicinity of danger.
- Move up-wind from the potential danger.
- Call 911. Provide exact location and nature of emergency.
- Designate security team to isolate and restrict access to potentially contaminated areas.
- Wait for instructions from emergency responders-- Health or Fire Department.
- Notify District Superintendent of the situation.
- Arrange for immediate psychological counseling for students and staff.
- Complete the Biological and Chemical Release Response Checklist
- Wait to return to the building until it has been declared safe by local HazMat or appropriate agency.

THOSE WHO HAVE DIRECT CONTACT WITH BIOLOGICAL AGENT:

- Wash affected areas with soap and water.
- Immediately remove and contain contaminated clothing
- Do not use bleach on potentially exposed skins.
- Remain in safe, but separate area, isolated from those who are unaffected, until emergency response personnel arrive.

ADDITIONAL STEPS FOR THE SCHOOL:

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Bomb Threat/ Threat Of violence

In the event that the school receives a bomb threat by telephone, follow the Bomb Threat Checklist on the next page to document information about the threat.

(Information removed for security purposes)

PERSON RECEIVING THREAT BY TELEPHONE:

PERSON RECEIVING THREAT BY MAIL:

SUPERINTENDENT/SITE LEAD ACTIONS:

SEARCH TEAM ACTIONS:

STAFF ACTIONS:

ADDITIONAL STEPS FOR THE SCHOOL:

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The following checklist can be obtained in PDF form from FEMA at: http://emilms.fema.gov/is906/assets/ocso-bomb_threat_samepage-brochure.pdf

Copies should be available at all stations where incoming calls are received. The checklist should be completed by the person taking the call.

Bus Disaster

Each school should maintain a folder for each bus serving the school. This folder should contain rosters, including an emergency telephone number for each student assigned to ride the bus. The teacher in charge of a special activity trip should prepare trip bus folders; one copy of the student emergency contact information should be placed in the trip folder and a second copy should accompany the teacher on the trip. Bus drivers may need to make spontaneous, independent decisions, based on the nature of the emergency, age of children, location of bus and other unique circumstances. Students and staff on the study trip or sporting activity bus must be tagged in the computer in order to do an all call in case of emergencies.

BUS DRIVER:

- Turn off power, ignition and headlights. Use safety lights, as appropriate.
- Evaluate the need for evacuation.
- Remain with the vehicle. Notify California Highway Patrol or Sherriff Department.

In the event of a school bus accident, the driver shall immediately notify the California Highway Patrol, the Superintendent or designee, and, if the bus is operated under contract, the driver's employer. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

STAFF ACTIONS AT THE SCENE:

- Call 911, if warranted.
- Notify superintendent
- Implement basic first aid until emergency medical services and/or law enforcement arrives and takes charge of the emergency.
- Move all uninjured students to a safe distance from the accident.

- Document the names of all injured students and their first aid needs.

SUPERINTENDENT/SITE ADMINISTRATOR ACTIONS:

- Notify law enforcement.
- Notify parents/guardians of all students on the bus as soon as accurate information is available.
- Designate a school staff representative to proceed to any medical treatment facility to which an injured student has been taken to assist parents and provide support to students, as appropriate.
- Notify school community about the incident and status of injured students and/or staff. Prepare news release for media, if appropriate.

Earthquake during bus trip

BUS DRIVER ACTIONS:

- Issue DUCK, COVER and HOLD ON instruction.
- Stop bus away from power lines, bridges, overpasses, buildings, possible landslide conditions, overhanging trees or other dangerous situations.
- Set brake, turn off ignition and wait for shaking to stop.
- Check for injuries and provide first aid, as appropriate.
- Contact the school administrator and bus dispatch to report location and condition of students and the bus.
- Do not attempt to cross bridges, overpasses or tunnels that may have been damaged.
- If instructed to continue route,
- Enroute to school, continue to pick up students.
- Leaving school, continue dropping off students, provided there is a responsible adult at the bus stop.
- If it is impossible to return to school, proceed to nearest designated shelter indicated on the bus route. Upon arriving at the shelter, notify the school administrator.
- Remain with students until further instructions are received from site administrator.
- Account for all students and staff throughout the emergency

Flood during bus trip

BUS DRIVER ACTIONS:

Do not drive through flooded streets and/or roads.

Take an alternate route or wait for public safety personnel to determine safe route.

If the bus is disabled, stay in place until help arrives

Contact the school administrator and bus dispatch to report location and condition of students and the bus.

Do not attempt to cross bridges, overpasses or tunnels that may have been damaged.

Account for all students and staff throughout the emergency.

ADDITIONAL STEPS:

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Disorderly Conduct

A civil disturbance is an unauthorized assemblage on the school grounds with the potential to:

- * disrupt school activities;
- * cause injury to staff and students; and/or
- * damage property.

Precautionary measures must be taken to keep school personnel and students from undue exposure to danger. Efforts should be made to remain calm, to avoid provoking aggression, and to keep students in their classrooms.

Inside School

STAFF ACTIONS:

Report disruptive circumstances to principal/site administrator.

Avoid arguing with participant(s).

Have all students and employees leave the immediate area of disturbance.

Lock doors. Account for all students and remain in classroom unless instructed otherwise by the principal or law enforcement.

Stay away from windows and exterior doors.

SUPERINTENDENT/SITE ADMINISTRATOR ACTIONS:

If the students are engaging in civil disobedience, keep the students confined to one room in the school building.

Set up a communication exchange with the students, staff and principal. Try to restore order.

If unable to calm students and violent or uncontrolled behavior is probably, notify police of situation and request assistance.

Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

Outside of School

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Call 911.

Move any students who are outside into the school building. If unable to do so, have students lie down and cover their heads.

Once students are in the school building, lock and secure all exterior doors, including restrooms. Have custodians remove trash containers and other burnable items from public access.

Cancel all outside activities.

Maintain an accurate record of events, conversations and actions.

Assign staff members to assist nurse as necessary.

STAFF ACTIONS:

Close and lock classroom doors. Close all curtains and blinds. Keep students away from windows and take precautions to protect them from flying glass in the event windows are broken.

Instruct students to DUCK AND COVER, lie on the floor and keep students calm.

Care for the injured, if any.

Remain with students within locked classrooms until all clear is given, regardless of bells and the school schedule.

EMERGENCY RESPONSE CRIMINAL ACT

Criminal acts on campus may vary from theft to rape. Sexual assault and threats are covered separately, later in this section.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Notify police (dial 911).

Identify all parties involved (if possible). Identify witnesses, if any.

Preserve the crime scene. With the exception of rescue personnel, deny access to the immediate area until police arrive.

Police officials will coordinate activities within the crime scene and release the area to the school administrator when finished.

If an individual is armed with a weapon, USE EXTREME CAUTION. Do not attempt to remove the weapon from his/her possession. Allow police to do so.

If the incident involves a student, notify the parents or guardians.

Question the victim with another staff member present. Focus on the information necessary to pursue disciplinary action against the perpetrators.

Let trained police obtain specific details about the crime, following student interview protocols.

STAFF ACTIONS:

Care for the victim. Provide any medical attention needed.

Preserve the crime scene. With the exception of rescue personnel, deny access to the immediate area until police arrive

ADDITIONAL STEPS FOR THE SCHOOL:

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EMERGENCY RESPONSE IRRATIONAL BEHAVIOR

A risk to the life and safety of students and staff may exist there is a serious display of disordered thought or behavior. Possible symptoms include: hallucinations, extreme paranoia, impaired judgment that may lead to unsafe decision-making and dangerous behavior (to self or others), incoherent or disjointed speech and self-injurious behavior such as: hitting head, cutting self. Attempts should be made to use de-escalation strategies, calming techniques (e.g., deep breathing), and to implement behavior plans, crisis plans or strategies in IEP, if in place.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Keep the individual under continuous adult supervision.

Keep the individual on campus until parent/guardian has been notified.

Arrange appropriate support services for necessary care of individual.

If the individual actively displays dangerous behavior or there is reason to believe the student cannot be safely transported, call agencies as appropriate to coordinate emergency mental health services (e.g., mental health facilities, juvenile court, law enforcement).

School professional (psychologist, counselor, social worker, nurse) should recommend next steps to the principal. The next steps may include:

- Provide parents/guardian with the names and phone numbers of mental health resources
- Recommend that the parents make an immediate contact with a therapist.
- Request that parents/guardian to sign release forms to allow two-way communication between the school and the treating agency.

Make a follow-up check with the treating agency, family and student as appropriate, to ensure that appropriate care has been arranged.

Provide follow-up collaborative support for the student and parents (as indicated) within the school

Develop a safety plan prior to the student's return to school.

Document actions taken on behalf of the student (referrals, phone contacts, follow-up activities, etc.)

STAFF ACTIONS:

Take immediate action to isolate the individual and provide safety to the student body. Do not leave the irrational individual alone.

Notify principal/site administrator.

Notify school nurse, school psychologist, counselor or social worker.

Protect individual from injury.

ADDITIONAL STEPS FOR THE SCHOOL:

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Earthquake

Earthquakes strike without warning. Fire alarms or sprinkler systems may be activated by the shaking. The effect of an earthquake from one building to another will vary. Elevators and stairways will need to be inspected for damage before they can be used. The major shock is usually followed by numerous aftershocks, which may last for weeks.

The major threat of injury during an earthquake is from falling objects, glass shards and debris. Many injuries are sustained while entering or leaving buildings. Therefore, it is important to quickly move away from windows, free-standing partitions and shelves and take the best available cover under a sturdy desk or table, in a doorway or against an inside wall. All other actions must wait until the shaking stops. If persons are protected from falling objects, the rolling motion of the earth may be frightening but not necessarily dangerous.

Inside Building

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Direct inspection and assessment of school buildings. Report building damage and suspected breaks in utility lines or pipes to fire department responders.
- Send search and rescue team to look for trapped students and staff.
- Post guards a safe distance away from building entrances to assure no one re-enters.
- Notify District Office of school and personnel status. Determine who will inform public information media as appropriate.
- Do NOT re-enter building until it is determined to be safe by appropriate facilities inspector.
- Determine whether to close school. If school must be closed, notify staff members, students and parents.

STAFF ACTIONS:

Give DROP, COVER and HOLD ON command. Instruct students to move away from windows, bookshelves and heavy suspended light fixtures. Get under table or other sturdy furniture with back to windows.

Check for injuries, and render First Aid.

After shaking stops, EVACUATE building. Avoid evacuation routes with heavy architectural ornaments over the entrances.

Do not return to the building. Bring attendance roster and emergency backpack.

Check attendance at the assembly area. Report any missing students to principal/site administrator.

Warn students to avoid touching electrical wires and keep a safe distance from any downed power lines.

Stay alert for aftershocks

Do NOT re-enter building until it is determined to be safe.

Outside Building

STAFF ACTIONS:

Move students away from buildings, trees, overhead wires, and poles. Get under table or other sturdy furniture with back to windows. If not near any furniture, drop to knees, clasp both hands behind neck, bury face in arms, make body as small as possible, close eyes, and cover ears with forearms. If notebooks or jackets are handy, hold over head for added protection. Maintain position until shaking stops.

After shaking stops, check for injuries, and render first aid.

Check attendance. Report any missing students to principal/site administrator.

Stay alert for aftershocks.

Keep a safe distance from any downed power lines

Do NOT re-enter building until it is determined to be safe.

Follow instructions of principal/site administrator.

During non-school hours

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Inspect school buildings with Maintenance/Building and Grounds Manager to assess damage and determine corrective actions.

Confer with District Superintendent if damage is apparent to determine the advisability of closing the school.

Notify fire department and utility company of suspected breaks in utility lines or pipes.

If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms if damage is significant and school closing will be of some duration.

Notify District Office, who will inform public information media as appropriate.

ADDITIONAL STEPS FOR THE SCHOOL:

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Explosion or Risk Of Explosion

Emergency response will depend on the type of explosion (smoke bomb, chemical lab incident, etc.) and proximity to the school. All students should be kept away from the explosion and under supervision.

PRINCIPAL/SITE ADMINISTRATOR:

- Determine whether site evacuation should be implemented. If so, sound fire alarm. This will automatically implement action to EVACUATE the building. EVACUATION may be warranted in some buildings but others may be used for SHELTER IN PLACE.
- Notify Fire Department (call 911). Provide school name, address, exact location within the building, your name and phone number and nature of the emergency.
- Secure area to prevent unauthorized access until the Fire Department arrives.
- Advise the District Superintendent of school status.

- Notify emergency response personnel of any missing students.
- Notify utility company of breaks or suspected breaks in utility lines or pipes. Provide school name, address, location within building, your name and phone.
- Direct a systematic, rapid and thorough approach to search the building and surrounding areas. Check classrooms and work areas, public areas (foyers, offices, bathrooms and stairwells), unlocked closets, exterior areas (shrubbery, trash cans, debris boxes) and power sources (computer rooms, gas valves, electric panels, telephone panels).
- Determine if Student Release should be implemented. If so, notify staff, students and parents.
- If damage requires the school to be closed, notify parents and staff of school status and alternate site for classroom instruction. Do not return to the school building until it has been inspected and determined safe by proper authorities.

STAFF ACTIONS:

Initiate DROP, COVER AND HOLD ON.

If explosion occurred inside the school building, EVACUATE to outdoor assembly area. Keep students and staff at a safe distance from the building(s) and away from fire-fighting equipment.

Check to be sure all students have left the school site. Remain with students throughout evacuation process.

Upon arrival at assembly area, check attendance. Report status to site administrator immediately.

Render first aid as necessary.

Do not return to the building until the emergency response personnel determine it is safe to do so.

If explosion occurred in the surrounding area, initiate SHELTER IN PLACE. Keep students at a safe distance from site of the explosion.

Fire in Surrounding Area

A fire in an adjoining area, such as a wildland fire, can threaten the school building and endanger the students and staff. Response actions are determined by location and size of the fire, its proximity to the school and the likelihood that it may endanger the school community.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Determine if EVACUATION of school site is necessary.

Contact local fire department (call 911) to determine the correct action for your school site.

If necessary, begin evacuation of school site to previously identified safe site using school evacuation plan. If needed, contact bus dispatch for OFF-SITE EVACUATION and DIRECTED TRANSPORTATION by bus.

Direct inspection of premises to assure that all students and personnel have left the building.

Notify the school district where the school has relocated and post a notice on the office door stating the temporary new location.

Monitor radio station for information.

Do not return to the building until it has been inspected and determined safe by proper authorities.

STAFF ACTIONS:

If students are to be evacuated, take attendance to be sure all students are present before leaving the building site.

Stay calm. Maintain control of the students a safe distance from the fire and firefighting equipment.

Take attendance at the assembly area. Report any missing students to the principal/site administrator and emergency response personnel.

Remain with students until the building has been inspected and it has been determined safe to return to.

ADDITIONAL STEPS FOR THE SCHOOL:

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Fire on School Grounds

Should any fire endanger the students or staff, it is important to act quickly and decisively to prevent injuries and contain the spread of the fire. All doors leading to the fire should be closed. Do not re-enter the area for belongings. If the area is full of smoke, students and employees should be instructed to crawl along the floor, close to walls, which will make breathing easier and provide direction. Before opening any door, place a hand an inch from the door near the top to see if it is hot. Be prepared to close the door quickly at the first sign of fire. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate that the "fire is out".

Within School Building

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Sound the fire alarm to implement EVACUATION of the building.

Immediately EVACUATE the school using the primary or alternate fire routes.

Notify the Fire Department (call 911).

Direct search and rescue team to be sure all students and personnel have left the building.

Ensure that access roads are kept open for emergency vehicles.

Notify District Office of situation.

Notify appropriate utility company of suspected breaks in utility lines or pipes.

If needed, notify bus dispatch for OFF-SITE EVACUATION by DIRECTED TRANSPORTATION.

Do not allow staff and students to return to the building until the Fire Department declares that it is safe to do so.

STAFF ACTIONS:

EVACUATE students from the building using primary or alternate fire routes Take emergency backpack and student kits. Maintain control of the students a safe distance from the fire and firefighting equipment.

Take attendance. Report missing students to the Principal/designee and emergency response personnel.

Maintain supervision of students until the Fire Department determines it is safe to return to the school building.

Near the School

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Notify the Fire Department (call 911). The Fire Marshall will direct operations once on site.

Determine the need to implement an EVACUATION. If the fire threatens the school, execute the actions above. If not, continue with school routine.

Flooding

Flooding could threaten the safety of students and staff whenever storm water or other sources of water threaten to inundate school grounds or buildings. Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur as a result of damage to water distribution systems such as failure of a dam or levee. If weather-related, an alert message will be broadcast over the weather radio station.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Issue STAND BY instruction. Determine if evacuation is required.

Notify local police department of intent to EVACUATE, the location of the safe evacuation site and the route to be taken to that site.

Delegate a search team to assure that all students have been evacuated.

Issue DIRECTED TRANSPORTATION instruction if students will be evacuated to a safer location by means of buses and cars.

Post a notice on the office door stating where the school has relocated and inform the District Office.

Monitor AM radio weather station _____ for flood information.

Notify District Superintendent of school status and action taken.

Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.

STAFF ACTIONS:

If warranted, EVACUATE students using evacuation plan. Take the class roster, emergency backpack and student comfort kits. Take attendance before leaving the campus.

Remain with students throughout the evacuation process.

Upon arrival at the safe site, take attendance. Report any missing students to principal/site administrator and emergency response personnel.

Do not return to school building until it has been inspected and determined safe by property authorities.

BUS DRIVER ACTIONS:

- If evacuation is by bus, DO NOT drive through flooded streets and/or roads. DO NOT attempt to cross bridges, overpasses or tunnels that may be damaged by flooding.

ADDITIONAL STEPS FOR THE SCHOOL:

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Loss or Failure Of Utilities

Failure of any of the utilities (electricity, gas, water) during school hours constitutes a condition that must be dealt with on a situational basis. Advance notice may be received from a utility company regarding loss of service. In many cases, such loss of service will be of short duration and require no special action other than notifying staff of the temporary interruption of service.

PRINCIPAL/SITE ADMINISTRATOR:

- * Notify utility company. Provide the following information:
 - Affected areas of the school site
 - Type of problem or outage
 - Expected duration of the outage, if known
- * Determine length of time service will be interrupted.
- * Determine desired action, which may include relocation of students and staff, notification of parents, and alternate food service.
- * If disruption in service will severely hamper school operation, notify students and staff by appropriate means.
- * Use messengers with oral or written word as an alternate means of faculty notification.
- * Notify District Office of loss of service.
- * Implement plan to provide services without utilities or with alternate utilities.

A. Plan for Loss of Water

Toilets:

Drinking Water:

Food Service:

Fire Suppression: Kashia is equipped with 1 fire ext.

Other: _____

B. Plan for Loss of Electricity

Ventilation: Open doors and windows as directed

Emergency Light: Flashlights are available

Computers: Computers have battery backup

Other:

C. Plan for Loss of Natural Gas

Heat: Clothing and Blankets

Food Service:

Other:

Kashia Campus Closure: Reduced or Modified Plan and Checklist at link below:

https://1drv.ms/w/c/31a5f750d318b357/EUJFA_ZxGGxMmieObhBzZisByrw2sFeb1qM2zImqHLNjHA?e=NfHUcG

Motor Vehicle Crash

A motor vehicle crash may result in a fuel or chemical spill on school property. If the crash results in a utility interruption, refer to the section on Utility Failure.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Notify police and fire department (call 911).
- Determine immediate response procedures, which may include EVACUATION, OFF-SITE EVACUATION or DIRECTED TRANSPORTATION.
- Arrange for first aid treatment and removal of injured occupants from building.
- Secure area to prevent unauthorized access until the public safety officials (police, sheriff, fire department) arrive.
- Ensure that students and staff remain at a safe distance from the crash.
- Account for all building occupants and determine extent of injuries.
- Notify District Superintendent.

STAFF ACTIONS:

- Notify Principal.

- Move students away from immediate vicinity of the crash.
- EVACUATE students to a safe assembly area away from the crash scene. Take class roster/nametags and emergency backpack.
- Check school site to assure that all students have evacuated.
- Take attendance at the assembly area.
- Report missing students to the principal /designee and emergency response personnel.
- Maintain control of the students a safe distance from the crash site.
- Care for the injured, if any.
- Escort students back to the school site when emergency response officials have determined it is safe to return to the building.

ADDITIONAL STEPS FOR THE SCHOOL:

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Pandemic

Influenza is a highly contagious viral disease. Pandemic influenza differs from both seasonal influenza (flu) and avian influenza in the following aspects:

- * It is a rare global outbreak which can affect populations around the world.
- * It is caused by a new influenza virus to which people do not have immunity.
- * Depending upon the specific virus, it can cause more severe illness than regular flu and can affect young healthy people more so than older, sick people.

The Department of Health and Human Services will take the lead in mobilizing a local response to pandemic influenza. Public health alerts will be reported to schools and the community. Individual schools may be closed temporarily to contain spread of the virus.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Activate heightened surveillance of illness within school site. Gather data on symptoms of students and staff who are sick at home.
- Insure that students and staff members who are ill stay home.
- Send sick students and staff home from school immediately.
- Provide fact sheets and guidelines for school families to make them aware of symptoms and remind them of respiratory hygiene etiquette
- Monitor bulletins and alerts from the Department of Health and Human Services.
- Keep staff informed of developing issues.
- Assist the Department of Health and Human Services in monitoring outbreaks.
- Respond to media inquiries regarding school attendance status.
- Implement online education, if necessary, so that students can stay home.
- Maintain surveillance after the initial epidemic in the event a second wave passes through the community.

STAFF and STUDENT ACTIONS:

- Stay home when ill with cough or other flu-like symptoms (chills, fever, muscle aches, sore throat).
- Practice "respiratory hygiene etiquette".
- Disinfect surfaces contaminated with infected respiratory secretions with a diluted bleach solution (1 part bleach to 100 parts water).
- Implement online homework assignments so that students can stay home.

ADDITIONAL STEPS FOR THE SCHOOL:

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SUICIDE PREVENTION

The Governing Board recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop preventive strategies and intervention procedures.

The Superintendent or designee may involve school health professionals, school counselors, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

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

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

SUICIDE PREVENTION (continued)

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem. Suicide prevention instruction shall be incorporated into the health education curriculum in the secondary grades. Such instruction shall be aligned with state content standards and shall be designed to help students analyze signs of depression and self-destructive behaviors, including potential suicide, and to identify suicide prevention strategies.

(cf. 6142.8 - Comprehensive Health Education)

The Superintendent or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the district's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.

Staff Development

Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training shall be offered under the direction of the district director of curriculum and instruction and in cooperation with school counselor/psychologist and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors

(cf. 5131.6 - Alcohol and Other Drug)

SUICIDE PREVENTION (continued)

2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior

3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

4. School and community resources and services

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

5. District procedures for intervening when a student attempts, threatens, or discloses the desire to commit suicide

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

Intervention

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the principal/designee or school counselor. The principal/designee or school counselor will determine risk and intervention needed. The principal/designee or counselor shall then notify the student's parents/guardians as soon as possible to apprise them of the situation and may refer the student to mental health resources in the school or community.

(cf. 5141 - Health Care and Emergencies)

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

SUICIDE PREVENTION (continued)

The Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.

Legal Reference:

EDUCATION CODE

32280-32289 Comprehensive safety plan 49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors GOVERNMENT CODE

810-996.6 Government Claims Act WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent 5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Youth Suicide-Prevention Guidelines for California Schools, 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003 CALIFORNIA DEPARTMENT OF MENTAL HEALTH PUBLICATIONS

California Strategic Plan for Suicide Prevention: Every Californian is Part of the Solution, 2008 CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS National Strategy for Suicide Prevention: Goals and Objectives for Action, 2001 WEB SITES

American Psychological Association: <http://www.apa.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh> California Department of Mental Health,

Comprehensive School Safety Plan

Children and Youth Programs: [http://www.dmh.ca.gov/Services and Programs/Children and Youth](http://www.dmh.ca.gov/Services_and_Programs/Children_and_Youth)
Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth> National Institute for Mental Health:
<http://www.nimh.nih.gov>
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration:
<http://www.samhsa.gov>

SUICIDE PREVENTION

Instruction

At appropriate secondary grades, the district's suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Identify alternatives to suicide and develop coping and resiliency skills
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, and/or suicide prevention services

(cf. 1020 - Youth Services)

(cf. 5131.6 - Alcohol and Other Drugs) (cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education) (cf. 6164.2 - Guidance/Counseling Services)

Intervention

When a suicide attempt or threat is reported, the principal or designee shall:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - a. Securing immediate medical treatment if a suicide attempt has occurred
 - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
 - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

(cf. 5141 - Health Care and Emergencies)

2. Designate specific individuals to be promptly contacted, including the school counselor, psychologist, nurse, superintendent, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies

3. Document the incident in writing as soon as feasible

(cf. 5125 - Student Records)

4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school

6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions

In the event that a suicide occurs or is attempted on campus, the principal or designee shall follow the crisis intervention procedures contained in the comprehensive school safety plan. After consultation with the Superintendent or designee and the student's parents/guardians about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

(cf. 0450 - Comprehensive Safety Plan) (cf. 1112- Media Relation

Crisis Action Plan

<https://1drv.ms/b/c/31a5f750d318b357/EUMDzoeRNZdOjO36siyqybcBTXu8W5FoDW4LCKITjbmBzQ?e=yheZ0J>

Treat Assessment and Safety Plan

https://1drv.ms/b/c/31a5f750d318b357/ERoiHtVICeZOITBCz7yMHkBUkxnlTjP3GiK3q57Ado_cA?e=mVX2Fd

Suspected Contamination of Food or Water

This procedure applies if there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies or suspicion of possible food/water contamination. Indicators of contamination may include unusual odor, color and/or taste or multiple individuals with unexplained nausea, vomiting or other illnesses.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Call 911.
- Isolate suspected contaminated food/water to prevent consumption. Restrict access to the area.
- Maintain a log of affected students and staff and their systems, the food/water suspected to be contaminated, the quantity and character of products consumed and other pertinent information.
- Provide list of potentially affected students and staff to responding authorities.
- Provide staff with information on possible poisonous materials in the building.
- Notify District Superintendent of situation and number of students and staff affected.
- Confer with Department of Health and Human Services before the resumption of normal school activities.
- Prepare communication for families advising them of situation and actions taken.

STAFF ACTIONS:

- Notify principal/site administrator.
- Call the Poison Center Hotline 1-800-222-1222.
- Administer first aid as directed by poison information center.
- Seek additional medical attention as needed.

PREVENTATIVE MEASURES:

- Keep poisonous materials in a locked and secure location.
- Post the Poison Control Center emergency number in the front office, school clinic and on all phones that can call outside.
- Post the names of building personnel who have special paramedic, first aid training or other special lifesaving or life-sustaining training.

ADDITIONAL STEPS FOR THE SCHOOL:

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Tactical Responses to Criminal Incidents

Since the tragic incident at Columbine High School (Colorado) in 1999 forced law enforcement to reexamine its response to school shootings, tactics have continued to evolve. Responding officers no longer wait for SWAT teams to arrive and suit up before entering schools and other buildings to confront the suspects. It became permissible, even recommended, that one or two officers would be sufficient to go into the building to deal with the threat to the public. The first officer on scene is given a great deal of decision-making power, to include the decision of when and where to go in. With what seems like an ever-increasing number of active shooter incidents occurring, training is imperative. Sherriff, Police and Highway Patrol Department are training for immediate response. Kashia Elementary is constantly reexamining our emergency policies and working with the tribal council on immediate responses to an active shooter situation or other major criminal offense. e

In most major criminal assaults on a school campus the following things will happen:

- * There would be one or more suspects actively trying to seriously injure or kill people.
- * The schools would go into a lockdown mode.
- * All available first responders from within the county would be responding to the scene.
- * Numerous parents and other members of the public, including the press, would be responding to the scene.
- * Landline and cellular telephone systems might become overloaded and inoperable.

Site Survey—Sherriff or police should have a brief description of the school, its relative location, designated locations for command posts and staging areas, floor plans with utility shutoff locations, and various photographs. In the process of putting this together, officers also conducted a threat assessment for the school. Officers examined the schools' emergency response plans as well as physical security measures.

Active Shooter/Immediate Deployment Protocol—First responders adhere to the county-wide Active Shooter/Immediate Deployment protocol. They give consideration to the fact that parents may respond to the scene and that perimeters and traffic control will also need to be established quickly.

Lockdowns—The affected school or other facility will go into a lockdown mode per policy; however, other schools in the area should also be warned to go into a precautionary lockdown or "secure campus" mode in which exterior access is restricted.

Affected Site: First responders will expect that the site will be in a lockdown mode. This means that classroom and office doors will be locked, lights will be turned off, and students and school employees will be hidden from sight. If students or employees are in open areas or outside when an incident begins (e.g., gunshots or explosions are heard inside the building) and the adult supervisor or employee believes the safest course of action is to gather students and employees and move to a safe location off site.

Should students or employees be confronted by an individual intent on doing them harm (e.g., a shooter breaks into a locked classroom or students or employees are unable to hide or escape), based on their capabilities, they should consider taking defensive measures or taking action to distract the suspect.

* Securing Offices and Classrooms: All doors to offices and classrooms should be locked. It is preferable to have locking mechanisms that can be activated from inside the rooms. Blinds or shades should be closed, and lights should be turned out. Doing this will reduce the suspect's ability to see inside the rooms. Employees and students should also avoid hiding in areas within view of windows. Also, hiding under desks might not be the best place to hide.

If people inside a room are in need of immediate first aid and no one inside the room is capable of performing first aid, a red placard may be placed in a window where it will be easily visible to first responders. First responders are trained to be aware of red placards, and the use of these placards will expedite the process of getting aid to those who need it. Other placards may also be used, such as a green card to indicate no immediate aid is needed in a room.

Room occupants should also consider taking additional measures to barricade doors. This can be done by using ropes, belts, extension cords, or similar items to tie outward-opening doors shut. Desks and chairs may also be placed inside the doorway. Should first responders want to gain access into a room, they will knock and announce their presence. Codes have been developed for use between school staff and first responders. This process will be used to confirm the identities of those on the other side of the door.

First responders can work in advance with school districts to establish protocols, helping to ensure the response to critical incidents can be more manageable. To varying degrees, protocols should be accessible to all responding agencies and departments. Copies of

plans can be stored in shared electronic networks and kept in hard-copy form in vehicles. While neighboring law enforcement agencies should have full access to plans, school districts don't need to know law enforcement's tactics. They need to know what to expect, though, and what their responsibilities are in these situations. Likewise, public works departments don't need to know tactics, but providing these agencies with the locations of street closures and meeting points can take a sizeable load off the plate of incident commanders. When first responders put in a moderate amount of work ahead of time, valuable time and effort can be saved later.

Please review the incident command protocols for Kashia response as we work closely with the Tribal Community and law enforcement.

Unlawful Demonstration or Walkout

When an advance notice of a planned protest is given, inform the staff of the planned demonstration. An information letter to parents should be developed.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Obtain information on when, why and how many people are expected. Identify the spokesperson for the group
- Contact local police department for the school's jurisdiction and advise them of the situation.
- Notify staff of the planned demonstration.
- Develop an information letter to parents.
- Assign a staff member to act as liaison with police, media and, possibly the demonstrating group.
- Designate a staff member to handle incoming calls during the demonstration.
- Establish areas where demonstrators can set up without affecting the operation of the school
- Notify transportation of demonstration and any possible impact buses may encounter arriving at or departing from the school.

STAFF ACTIONS:

- Do not allow students to be interviewed by the media or join in the demonstration

ADDITIONAL STEPS FOR THE SCHOOL:

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EMERGENCY RESPONSE STUDENT RIOT

A student riot is an assemblage of students whose purpose and conduct threatens the safety and security of the school community and school property. Students who participate in a riot on campus should be informed that they will be suspended or possibly arrested if they do not comply with instructions. Providing a timely opportunity for students to vent, in a safe and constructive atmosphere, should prevent the escalation of violence.

STUDENT ACTIONS:

- ? In a violent situation, immediately notify the first available adult.
- ? Do not retaliate or take unnecessary chances.
- ? Move away from the area of agitation.
- ? Hold on to belongings to the extent that it is safe to do so; do not pick up anything and do not go back for anything until receiving clearance to do so.
- ? Stay calm and reassure fellow students.
- ? Assist teachers and staff in accounting for students.
- ? Share all relevant information with law enforcement, teachers, and school staff.
- ? Follow directions from school administrator or law enforcement directions about where to go.
- ? Do not speculate to others or perpetuate rumors.

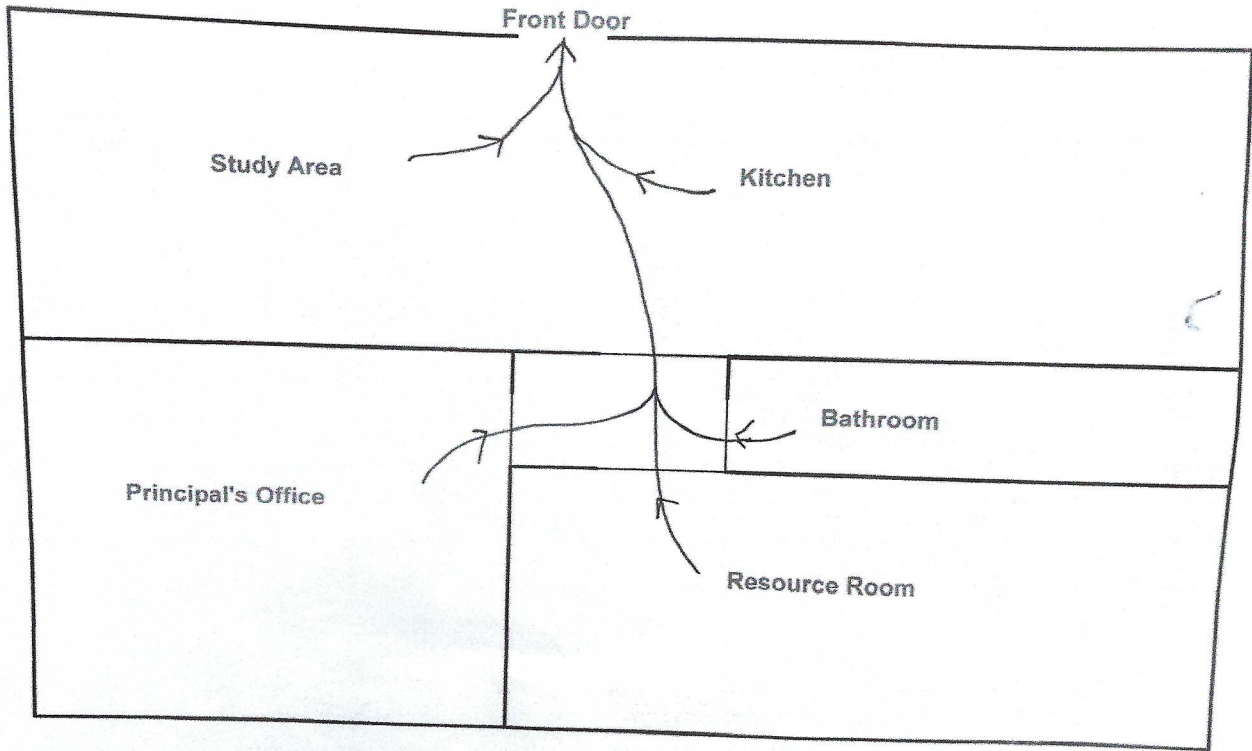
PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ? Initiate LOCKDOWN, if warranted. Alert other administrators about the incident.
- ? Control student ingress and egress from campus.
- ? Identify why the disruption is occurring. If necessary, notify police to request assistance.
- ? If disruption is non-violent, notify school resource officer or school education officer.
- ? Clearly communicate to all students (via announcement or bullhorn), in the presence of staff or adult witnesses, that students should either attend classes or move to a designated safe area. Inform students that they will be suspended or possibly arrested if they do not comply with instructions.
- ? Assign staff member to be responsible for media relations and for setting up a staging area for the media.
- ? If student disruption persists, after a second warning, take appropriate disciplinary action as outlined by the Student Responsibilities and Rights Handbook.
- ? Notify parents about the incident, as appropriate.
- ? After insuring physical safety of those involved, provide crisis intervention or counseling to meet psychological needs of students and staff.

ADDITIONAL STEPS FOR THE SCHOOL:

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EVACUATION ROUTE ADMINISTRATION BUILDING



MEET ON PLAYGROUND

Parent Teacher Organization (PTO) - General Information

Prepared by: Andi Stubbs, contracted Chief Business Official for Kashia ESD)

Prepared for: Kashia Elementary School District Board of Trustees and PTO participants

Prepared on: November 4, 2024

Excerpts from the PTO Today website:

“What does PTO mean?” ‘PTO’ typically stands for ‘parent-teacher organization’ and is the general acronym for the approximately 75 percent of parent-teacher groups that choose to remain independent of the National PTA. Many independent groups refer to themselves as a PTO; others have acronyms such as HSA (Home and School Association), PCC (Parent Communication Council), or the like. In the typical PTO vs. PTA discussion, all independent groups—those not affiliated with the National PTA—fall under the general PTO umbrella.”

“What is the difference between a ‘PTO’ and a ‘PTA?’ In a nutshell, PTAs are local groups that affiliate with the National PTA. These groups pay dues to their respective state PTAs and to the National PTA, and they receive benefits from those organizations. ‘PTO’ is the general acronym for the many groups (PTOs, PCCs, HSAs, etc.) that choose to remain independent. PTOs are free to write their own bylaws, and they can either charge no dues at all—a nice touch to encourage involvement—or keep whatever dues they do charge at their school.

While ‘PTA’ is the most well-recognized acronym to the general public, these days approximately 75 percent of K-8 parent-teacher groups are actually independent PTOs. Of the more than 112,000 K-12 schools in the United States, only about 25,000 of those still have formally affiliated PTA units.”

General regulations for regulations for parent teacher organizations (PTOs) and parent teacher associations (PTAs):

- **Bylaws**

These should outline the organization's purpose, policies, and structure. They should also include information on meetings, voting, and the committee structure. Bylaws should be reviewed annually and updated every five years.

- **Meetings**

PTOs should have regular meetings to keep members engaged. Meeting dates and times should be specified in the bylaws. The bylaws should also outline who can vote and how a quorum is determined.

- **Legal rights**

PTOs should not violate the legal rights of students, teachers, parents, or the community.

- **Political campaigns**

PTOs should not participate in political campaigns on behalf of or against candidates for public office.

- **Curriculum**

PTOs should not interfere with curriculum decisions unless the school or district requests input.

Standard Communications Protocols:

- Any concerns about school-related matters should be discussed with the school administration. Parent teacher organizations do not have the authority to direct the work of school employees or individuals contracted by the district to perform services, etc.

Bylaws of [Our School PTO]

ARTICLE I: NAME, DESCRIPTION, & PURPOSE

Section 1: NAME—The name of the organization shall be [PTO's official name]. The PTO is located at [school name and address].

Section 2: DESCRIPTION—The PTO is a nonprofit organization that exists for charitable, educational, and scientific purposes, including the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code.

Section 3: PURPOSE—The purpose of the PTO is to enhance and support the educational experience at [our school], to develop a closer connection between school and home by encouraging parent involvement, and to improve the environment at [our school] through volunteer and financial support.

ARTICLE II: MEMBERSHIP

Membership shall be automatically granted to all parents and guardians of [our school] students, plus all staff at [our school]. There are no membership dues. Members have voting privileges, one vote per household.

ARTICLE III: OFFICERS

Section 1: EXECUTIVE BOARD—The Executive Board shall consist of the following officers: President, Vice President, Recording Secretary, Communications Secretary, and Treasurer. Officer positions can be shared. The school Principal, or his/her designee, is a voting member of the Executive Board.

Section 2: TERM OF OFFICE—The term of office for all officers is one year, beginning August 1 and ending July 31 of the following year.

I.1. Most PTOs use the school's name in their name, but check with your principal to be sure that's OK. Your group can use the label "PTO" or any other term to indicate your purpose, except "PTA," which is reserved for dues-paying chapters of the National PTA.

I.2. This section makes it clear that you will function as a nonprofit group and positions you for future recognition by the IRS as a 501(c)(3) tax-exempt charity. It also says you can donate to other nonprofits. The language is awkward but correct.

I.3. Your PTO is required to have a purpose statement. This one covers all the bases of a typical independent parent group.

II. You must define who is eligible for membership and how dues, if any, are set. In this example, everyone is included in the group, no dues required.

III.1. There are many valid variations on this executive board makeup. Carefully consider what makes the most sense for your PTO. Choosing an odd number helps avoid tie votes.

III.2. Be clear about when the term of office begins and ends so everyone knows what is expected. It's usually best to have the new officers in place so they can work together over the summer. It's also a good idea to have the term match the fiscal year.

Section 3: QUALIFICATIONS—Any PTO member in good standing may become an officer of the PTO.

Section 4: DUTIES

Executive Board: Develop the PTO's annual budget, establish and oversee committees to conduct the work of the PTO, establish fundraising programs, and approve by majority vote of the Board unbudgeted expenditures of no more than \$100.

President: Preside at general PTO meetings and Executive Board meetings, serve as the official representative of the PTO, and retain all official records of the PTO.

Vice President: Oversee the committee system of the PTO, assist the President, and chair meetings in the absence of the President.

Recording Secretary: Record and distribute minutes of all Executive Board meetings and all general PTO meetings, prepare agendas for official PTO meetings, and hold historical records for the PTO.

Communications Secretary: Manage communications and marketing for the PTO, including but not limited to PTO newsletters, email broadcasts, website, bulletin boards, etc.

Treasurer: Serve as custodian of the PTO's finances, collect revenue, pay authorized expenses, follow all financial policies of the PTO, and hold all financial records.

Section 5: BOARD MEETINGS—The Executive Board shall meet monthly during the school year, or at the discretion of the President.

Section 6: REMOVAL—An officer can be removed from office for failure to fulfill his/her duties, after reasonable notice, by a majority vote of the Executive Board.

Section 7: VACANCY—If a vacancy occurs on the Executive Board, the President shall appoint a PTO member to fill the vacancy for the remainder of the officer's term.

III.3. You might also want to consider defining term limits or formal succession lines as additional qualifications for your PTO officers.

III.4. Executive Board: Setting a limit on the Board's authority to spend unbudgeted money is a good way to balance the powers between the membership and the Board. Early in the life of your PTO, because your budget will be less precise, you might want to set the limit higher so business is not stalled between general membership meetings.

III.4. Vice President: It's good to give your VP a specific duty, such as overseeing committees, managing volunteers, or fundraising, so she has meaningful responsibilities.

III.4. Recording Secretary and Communications Secretary: Some PTOs combine the two common roles into one secretary position. As your PTO matures, you might want to consider splitting the job into two positions as described here—there's plenty of work for two.

III.4. Treasurer: List the basic overall responsibilities here. More detailed policies are spelled out in Article V.

III.5. By putting the meeting schedule in your bylaws, all future officers know what's expected of them.

III.6 and III.7. It might sound unlikely today, but someday your PTO might need to remove an underperforming officer. Section 7 ensures the vacancy will be filled according to consistent rules.

ARTICLE IV: MEETINGS

Section 1: GENERAL PTO MEETINGS—General PTO meetings shall be held to conduct the business of the PTO. Meetings shall be held monthly during the school year or at the discretion of the Executive Board.

Section 2: VOTING—Each member in attendance at a PTO meeting is eligible to vote, one vote per household. Absentee and proxy votes are not allowed.

Section 3: QUORUM—Seven (7) members of the PTO present and voting constitute quorum for the purpose of voting.

ARTICLE V: FINANCIAL POLICIES

Section 1: FISCAL YEAR—The fiscal year of the PTO begins August 1 and ends July 31 of the following year.

Section 2: BANKING—All funds shall be kept in a checking account in the name of [our PTO], requiring two signatures of the Executive Board and held at a local financial institution.

Section 3: REPORTING—All financial activity shall be recorded in a computer-based or manual accounting system. The Treasurer shall reconcile the account(s) monthly and report all financial activity monthly. The PTO shall arrange an independent review of its financial records each year.

Section 4: ENDING BALANCE—The organization shall leave a minimum of \$2,000 in the treasury at the end of each fiscal year.

Section 5: CONTRACTS—Authority to sign contracts is limited to the President or the President's designee.

IV.1. It's common for PTOs to meet monthly. This bylaw ensures that it happens as planned.

IV.2. Be sure to specify whether you allow one vote per member, or one vote per household, or some other specific voting policy. Generally, absentee and proxy votes overcomplicate PTO business. It's a good idea to make it clear they are not allowed.

IV.3. "Quorum" is the official minimum number of members needed to be present and voting in order for the PTO to conduct business. Quorum ensures your PTO is not controlled by a tiny group. As your PTO grows, you might want to increase the quorum number to reflect the active size of your group.

V.1. "Fiscal year" defines the financial year for your PTO, which should coincide with the terms of your officers and be related to the school year. Ultimately, you may need to report your financial activity to the IRS according to this period.

V.2. Include this policy so there's no question about where your PTO will keep its money, and adhere to the two-signature rule—it's one of the most basic and essential financial controls.

V.3. This lays out the most essential job responsibilities for your treasurer and emphasizes the importance of an annual end-of-year financial review.

V.4. This statement ensures that you will have some startup money available so you don't have to start fundraising the first day of school. It is a common misconception that a nonprofit must spend down to zero every year. Not true.

V.5. This clause makes it clear that the president controls the signing of contracts on behalf of the PTO.

ARTICLE VI: BYLAWS AMENDMENTS

Amendments to the bylaws may be proposed by any PTO member. Amendments presented at a PTO meeting shall be considered for voting at a subsequent meeting. Two-thirds (2/3) approval of all members present and voting is required to adopt an amendment to the bylaws.

ARTICLE VII: DISSOLUTION

In the event of dissolution of the PTO, any funds remaining shall be donated to [our school].

ARTICLE VIII: PARLIAMENTARY AUTHORITY

The authority for this organization shall be Robert's Rules of Order Newly Revised.

These bylaws were adopted on (MM/DD/YY).

Amended (date): _____

VI. Bylaws will need to be changed as your PTO evolves over time, so you need to spell out the rules for amending them. The waiting period prevents stealth bylaws changes. Robert's Rules of Order recommends a two-thirds approval rather than a simple majority because bylaws are so important to the group.

VII. If your group ever dissolves, your PTO's money must be donated to a recognized nonprofit charity, typically the school. The IRS requires this clause, so you might as well include it in your initial bylaws.

VIII. If other issues come up that aren't specifically addressed in your bylaws, then you refer to Robert's Rules of Order for guidance. RRO is the standard for managing meetings, running organizations, elections, voting, and more. It's wise to purchase a summary version of RRO at the local bookstore so you have it readily available for your PTO.

Insert the date when your PTO adopts its bylaws. Going into the future, list the date for each set of amendments. Keep one clean, current version on hand at all times, and don't try to show all the additions, changes, and deletions in the master version.

Memorandum of Understanding

Between the Sonoma County Office of Education and the Kashia Elementary School District Regarding Technical Support Services

This Memorandum of Understanding establishes an Agreement between the Sonoma County Office of Education (SCOE) and the Kashia Elementary School District (Agency) for the SCOE to provide various Technical Support Services to the Agency. SCOE's Information Technology Department will be the point of contact for SCOE obligations under this MOU.

The terms of this Agreement are as follows:

- 1. Purpose.** The purpose of this MOU is to increase Agency's technology capacity through SCOE's provision of various technical support services—on-site and remotely—on an agreed-upon schedule.
- 2. Effective Date and Term.**
 - a. The Effective Date of the Agreement shall be the date the last party signs the Agreement. The Term of the Agreement shall be from November 1st, 2024 through October 31st, 2025.
 - b. This Agreement does not automatically renew or rollover to subsequent years. No later than 90 days prior to the end of this Agreement, the Parties shall commence negotiations to extend and/or modify this Agreement for subsequent years.
- 3. Definitions.**
 - a. "Parties" refers to both SCOE and the Agency collectively.
 - b. "Party" refers to either SCOE or the Agency.
 - c. "Fiscal year" refers to the operational calendar for each Party. For SCOE, the fiscal year begins on July 1 and ends on June 30 of the subsequent year. For the Agency, the fiscal year begins on July 1 and ends on June 30 of the subsequent year.
 - d. "Regular Business Hours" means the time that each Party is officially open for business. For SCOE, Regular Business Hours are 8:00 a.m.-5:00 p.m., Monday-Friday, excluding designated holidays. For the Agency, Regular Business Hours are 8:00 a.m. – 5:00 p.m. Monday–Friday, excluding designated holidays. SCOE designated holidays are set forth in Exhibit 1; Agency designated holidays are set forth in Exhibit 2. Time outside of Regular Business Hours would be "after-hours." The specific hours for Regular Business Hours are subject to change. In that event, each Party bears the obligation of promptly notifying the other Party's representative in writing.

- e. "Device(s)" refers to the end-user electronic equipment that will be using the network system to include but not limited to: desktop, laptop and notebook computers, tablets, smart phones, game consoles and multimedia devices.
- f. "Local Area Network" or "LAN" refers to a computer network and the components necessary to provide services at a specific site within the Agency to include switching and routing equipment, physical cable plant (copper and fiber) and wireless network equipment.
- g. "Audio/Visual" or "A/V" equipment refers to electronic devices that are used to display information in a large format suitable for classrooms or conference rooms.
- h. "Peripherals" refers to other electronic components that enhance the capability of a computer and provides an input or output interface. Examples of peripherals are: printers, scanners, document camera or a tracking device.

4. SCOE Obligations.

Technical Support Activities (Ongoing): SCOE will provide entry-level technical support activities for the Agency in the following areas, limited by the amount of time contracted for herein by Agency and established technician schedules:

a. Administrative Activities:

- i. Develop a yearly work schedule for the assigned technician that best accommodates both Parties.
- ii. Coordinate communication with the Agency in relation to services in this Agreement to include:
 - 1. Assignment of work duties and special projects.
 - 2. Prioritization of work assignments.
 - 3. Changes in the work schedule.
- iii. Document and inventory existing Agency computer resources such as desktop and laptop computers, A/V equipment, peripherals and other electronic devices.
- iv. Document Agency work requests through the SCOE ticket management system to include:
 - 1. Creating a work order for each request from end-users.
 - 2. Document work progress and problem resolution.
- v. Provide a summary report of activities to the Agency's administration as requested.

vi. When possible, technicians will provide knowledge transfer to Agency staff in order to build technical skill and knowledge capacity at the local level.

b. Computers and Mobile Device Support:

- i. Provide entry-level support for Apple and Windows computers, laptops, mobile devices, printers, and peripherals. Assist the Agency in the lifecycle of the computer equipment (desktop, laptops, notebooks, tablets and instructional devices) to include:
 1. Recommendations on equipment models to purchase.
 2. Initial setup and installation of hardware and software.
 3. Support and maintenance through its useful life to include troubleshooting, repair and upgrades.
 4. Relocation of equipment within the Agency's site(s).
 5. Prepare for proper disposal of the system to include erasing Agency's information from local storage.
- ii. When possible based on the other priorities of the Agreement, assist Agency end-users with their technology needs and provide technical support to include troubleshooting and repairing technology related problems.

c. Software Support:

- i. Install new software, updates, patches and fixes.
- ii. Evaluate software compatibility and verify software licenses on new installations.
- iii. Conduct virus/spyware/malware removal on Agency owned or leased computer equipment.
- iv. Both Parties acknowledge that SCOE technicians performing services pursuant to this Agreement do not have working knowledge of all possible software platforms and applications that Agency may be using. As such, SCOE may not be able to assist Agency with all software support issues. SCOE technicians do have expertise in Apple and Microsoft products, as well as other platforms and applications.

d. Audio/Video Equipment & Instructional Equipment Support:

- i. Provide basic setup and troubleshooting of classroom and office A/V equipment.

Both Parties acknowledge that SCOE technicians performing services pursuant to this Agreement do not have working knowledge of all possible A/V and Instructional applications and equipment that Agency may be using. As such, SCOE may not be able to assist Agency with all A/V and Instructional equipment issues.

e. Server Support:

- i. The services in this Agreement are intended to support basic functionality of Microsoft Windows Server products. Basic server support is limited to day-to-day activities such as:
 1. Add, delete or modify end-user system accounts.
 2. Add, delete or modify security permissions for server resources.
 3. Install system patches and software updates.
 4. Verify completion of data backup procedures.
- ii. Advanced Server support is considered *outside* the scope of this Agreement and includes, but is not limited to:
 1. Server installation and setup.
 2. Migration of services and data to a replacement server.
 3. Configuration of network services such Domain Name Service, Dynamic Hosting Configuration Protocol, Directory services, Electronic communications servers or clustering services.
 4. Restoration of services and data from hardware or software failures.

f. Network and Internet Support:

- i. Perform basic troubleshooting of network connectivity to include:
 1. Verification of network status light activity indicators.
 2. Identify problems with the network patch cords.
 3. Verification of speed and duplex settings.

4. Verification of proper network configuration parameters of the end-point such as network address, subnet mask, domain name servers and gateway address.

ii. Configure devices to attach to an existing wired or wireless network and provide assistance in troubleshooting, maintenance repairs and network upgrades.

g. Voice Communication Support:

i. The services in this Agreement may include support for basic functionality of voice communication (phone) systems. Basic phone system support is limited to day-to-day activities such as:

1. Relocation of handsets and fax machines.
2. Modification of name displays.
3. Modification of soft key functionality.
4. Password resets for voicemail boxes.

ii. Advanced phone support is considered *outside* the scope of this Agreement and includes, but is not limited to:

1. Troubleshooting system problems.
2. Modifications of the system configuration to include dial plans, route patterns, call trees and any deviation from the original configuration set from by the system installers.
3. Upgrades or expansions to the system.
4. Restoration of services from hardware or software failures.

h. Technical Consulting Support:

i. Assess agency needs, analyze possible equipment layouts for different learning environments, recommend solutions to include hardware, software, basic networking, and implement basic physical and security best practices.

ii. Provide recommendations on purchases of technology software and hardware to the Agency.

5. Agency's Obligations.

- a. Local Assistance: The Agency shall provide a local point of contact to assist SCOE with the SCOE's delivery of services. Examples of activities expected from the point of contact are:
 - i. Coordinate and schedule resources at the Agency for support and installation activities.
 - ii. Participate in meetings with SCOE staff related to the coordination of services in this Agreement.
 - iii. Coordinate and facilitate communication with end-users (e.g. teachers) as it relates with support activities.
- b. Document Requests: The Agency shall make work requests in writing using electronic e-mail or the help desk ticket management system. Verbal requests shall be documented by the assigned technician.
- c. Access: Provide SCOE with the following access:
 - i. *Physical access*: Access to the Agency facilities where the computer equipment is located.
 - ii. *Electronic access*: Access to computer equipment to include passwords and encryption keys that will be necessary to perform the duties set for in the Agreement.
 - iii. *Remote access*: When possible, the Agency shall allow SCOE remote access to the equipment via the network to enhance service response times.
- d. Work Area: Provide SCOE technician with a suitable on-site work area to perform the tasks and obligations outlined in this Agreement.
- e. Monetary Obligations: In exchange for services provided by SCOE under this Agreement, the Agency will compensate SCOE as follows:
 - i. Total Cost to Agency: Service is billed monthly at \$75.00 per hour.
 - ii. Mileage: Mileage is billed at the rate of the standard IRS reimbursement rate of 67 cents per mile.
 - iii. Days of Services: The Agency is contracting with SCOE for 300 hours of service.
 - iv. Billing: SCOE shall collect payment from the Agency on a monthly basis for the above services for the Term of the Agreement. SCOE will invoice the Agency on a monthly basis for the above services. Within 30 days of

receiving SCOE's invoice, the Agency shall pay the invoiced amount to SCOE.

6. Scheduling and Time Allocation for Services. SCOE will provide services to the Agency in this Agreement as follows:

- a. Services will be performed on a specific day(s) every week to be negotiated by the Parties.
- b. In the event the assigned technician is absent from work (e.g. vacation, sick leave or other excused absence) on the day assigned to the Agency, services will not be provided during this time. If an emergency situation should arise during this time, SCOE will make a best effort to provide assistance to the Agency in order to cover such incidents.
- c. Changes to the work schedule are permissible upon advanced written agreement by both Parties.
- d. Both Parties will make a concerted effort to align work schedules to maximize the service time available to the Agency.
- e. To the extent possible, the services provided by SCOE under this Agreement shall be performed during SCOE Regular Business Hours. When the Parties agree that services need to be performed during non-business hours, such services shall be billed to the Agency separately at an overtime rate of \$75.00 per hour.
- f. Certain tasks and duties may be performed remotely by SCOE without the technician being present at the Agency site. Work performed remotely by SCOE will be logged and accounted for as part of the weekly allocated hours to the Agency.
- g. In order to maintain continuity and high quality level of support, SCOE will make a concerted effort to keep the same technician assigned to the Agency through the Term of the Agreement although this may not always be possible due to staffing changes and skill level needs.

7. Termination.

- a. In the event that the Agency fails to perform on a material term of this Agreement, SCOE has the right to terminate the Agreement upon ten days written notice to Agency and all other rights and remedies available to it at law and equity.
- b. In the event that SCOE fails to perform on a material term of this Agreement, then the Agency shall have the right to terminate the Agreement upon ten days written notice to SCOE and all other rights and remedies available to it at law and equity.
- c. This Agreement may be terminated by SCOE for any reason upon sixty days' written notice to Agency.

8. Additional Services. In the event that the Agency requires services from SCOE in addition to those set forth in this Agreement, the Agency shall compensate SCOE for costs incurred by those additional services. If the Agency believes that additional services are necessary or desirable, and they are agreeable by both Parties, SCOE shall submit a written description of the additional services to the Agency, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

9. Indemnification.

- a. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees against any claim, liability, loss, injury or damage arising out of the indemnifying party's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of the indemnified party, its officers, agents and employees.

10. Insurance.

- a. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.
- b. Nothing in this Insurance section shall reduce Agency's liabilities or obligations under the Indemnification section of this Agreement.
- c. The Parties acknowledge that SCOE is permissibly self-insured under California law.
- d. Upon request, each Party shall provide proof of said insurance to the other Party.

11. No Employment Rights. Each Party's agents, servants, students and employees shall be under the exclusive management control of that party and shall not be agents, servants, students or employees of the other party for any purpose whatsoever. No relationship of employer and employee is created by this Agreement.

12. Mileage: Mileage is billed at the rate of standard IRS reimbursement rate of 54 cents per mile.

13. Governing Law and Venue. The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Sonoma County, California, and no other place.

- 14. Entire Agreement.** This Agreement represents the entire Agreement between SCOE and the Agency and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
- 15. Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
- 16. Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
- 17. Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
- 18. No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
- 19. Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
- 20. Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
- 21. Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
- 22. Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
- 23. Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
- 24. Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California

(including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).

25.Public Safety. SCOE certifies that, in the employment of SCOE employees providing services under this Agreement, it has complied with the employment and fingerprinting requirements set out in Education Code section 45125 *et seq.*

26.Notice. Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

SCOE:

Cody Grosskopf
Chief Technology Officer

5340 Skylane Blvd
Santa Rosa, CA 95403

Phone: 707-524-8324

Email: cgrosskopf@scoe.org

Kashia Elementary School District:

Frances Johnson
Superintendent

P.O. Box 129 Stewarts Point, CA 95480

Phone: 7077859682

Email: frances@kashiaesd.org

Communications regarding the administration of this Agreement shall be made to the Parties' representatives. Communications regarding technical matters underlying the Agreement can be made to either the Parties' representatives or the following persons:

SCOE:

Cody Grosskopf
Chief Technology Officer

5340 Skylane Blvd
Santa Rosa, CA 95403

Phone: 707-524-8324

Email: cgrosskopf@scoe.org

Kashia Elementary School District:

Frances Johnson
Superintendent

P.O. Box 129 Stewarts Point, CA 95480

Phone: 7077859682

Email: frances@kashiaesd.org

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

For the Sonoma County Office of Education

By: _____

Greg Medici

Deputy Superintendent

Date: _____

For the Kashia Elementary School District

By: _____

Frances Johnson

Superintendent / Principal

Date: _____

Exhibits

Exhibit 1—SCOE Designated Holidays

Exhibit 2—Agency Designated Holidays

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this 23rd day of September, 2024, by and between Coleen McCloud ("Contractor") and the Kashia Elementary School District ("KESD").

CONTRACTOR and KESD hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide instruction in Pomo language, culture and arts to students in grades K-8 during days/times agreed upon between the Contractor and district administration.

2. Contract Documents:

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

3. Compensation:

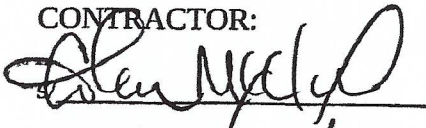
As full compensation for all services contemplated by this Agreement, Contractor shall be paid by KESD at a rate of \$50.00 per ninety (90)-minute session, not to exceed a total of up to thirty-two (32) ninety (90)-minute sessions during the 2024-25 school year, for maximum compensation not to exceed \$1,600.00. Payment shall be made by KESD to Contractor for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior month's services. Contractor may submit receipts for supplies (e.g. beads, etc.) along with the required form for reimbursement, with prior approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from September 16, 2024 to June 30, 2025, inclusive, subject to the provisions of Section 11 of the General Provisions.

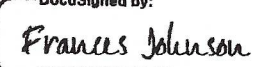
In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

CONTRACTOR:



Instructor / Kashia Projects
Name/Title

KESD:

DocuSigned by:

s/ _____
6E48D86532BD2462...
Superintendent

Name/Title

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Coleen McCloud

KESD:

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

None

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AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this 23rd day of September, 2024, by and between Deirdra V. Wilder ("Contractor") and the Kashia Elementary School District ("KESD").

CONTRACTOR and KESD hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide instruction in Pomo language, culture and arts to students in grades K-8 during days/times agreed upon between the Contractor and district administration.

2. Contract Documents:

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

3. Compensation:

As full compensation for all services contemplated by this Agreement, Contractor shall be paid by KESD at a rate of \$50.00 per ninety (90)-minute session, not to exceed a total of up to thirty-two (32) ninety (90)-minute sessions during the 2024-25 school year, for maximum compensation not to exceed \$1,600.00. Payment shall be made by KESD to Contractor for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior month's services. Contractor may submit receipts for supplies (e.g. beads, etc.) along with the required form for reimbursement, with prior approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from September 16, 2024 to June 30, 2025, inclusive, subject to the provisions of Section 11 of the General Provisions.

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

CONTRACTOR:

KESD:

s/ _____

s/ _____

Name/Title

Name/Title

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

- (1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- (3) Upon KESD's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of KESD's request.

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

CONTRACTOR:

Deidra V. Wolder
[REDACTED]
[REDACTED]

KESD:

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

None

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this 23rd day of September, 2024, by and between Leah Wilder ("Contractor") and the Kashia Elementary School District ("KESD").

CONTRACTOR and KESD hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide instruction in Pomo language, culture and arts to students in grades K-8 during days/times agreed upon between the Contractor and district administration.

2. Contract Documents:

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

3. Compensation:

As full compensation for all services contemplated by this Agreement, Contractor shall be paid by KESD at a rate of \$50.00 per ninety (90)-minute session, not to exceed a total of up to thirty-two (32) ninety (90)-minute sessions during the 2024-25 school year, for maximum compensation not to exceed \$1,600.00. Payment shall be made by KESD to Contractor for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior month's services. Contractor may submit receipts for supplies (e.g. beads, etc.) along with the required form for reimbursement, with prior approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from September 16, 2024 to June 30, 2025, inclusive, subject to the provisions of Section 11 of the General Provisions.

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

CONTRACTOR:

KESD:

s/ _____

s/ _____

Name/Title

Name/Title

GENERAL PROVISIONS

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



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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Leah Wilder
[REDACTED]
[REDACTED]

KESD:

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

None

AGREEMENT FOR SERVICES

This Agreement ("Agreement"), made this November 14, 2024 by and between Patricia Capretta ("Contractor") and the Kashia Elementary School District ("KESD").

CONTRACTOR and KESD hereby agree as follows:

1. Scope of Services:

Contractor agrees to provide nursing services as-needed during the 2024-25 school year (hearing/vision screening as required by law and other health-related services as authorized by the Superintendent).

2. Contract Documents:

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

3. Compensation:

As full compensation for all services contemplated by this Agreement, Contractor shall be paid by KESD at a rate of \$50.00 per hour, not to exceed \$3,000 during the 2024-25 school year. Payment shall be made by KESD to Contractor for each billing period within thirty (30) days after receipt of an invoice and timesheets for the prior month's services. Contractor may submit receipts for supplies (e.g. medical supplies) along with the required form for reimbursement, with prior approval by the Superintendent.

4. Term of Agreement:

The term of this Contract shall be from November 14, 2024 to June 30, 2025, inclusive, subject to the provisions of Section 11 of the General Provisions.

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

CONTRACTOR:

KESD:

s/ _____

s/ _____

Name/Title

Name/Title

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Patricia Capretta

KESD:

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

None

CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE GOVERNING BOARD MEMBER

THIS CERTIFIES that at a regular meeting held on the _____ day of _____, 20____,
the _____ District
appointed _____ to hold the office
of member of the Governing Board of the above named district to hold the office for the completion of
the term expiring _____, 20_____.

OATH OF OFFICE

STATE OF CALIFORNIA)
COUNTY OF SONOMA)

I, _____, 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.

(Candidate's Signature)

(Address)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Name of Person Administering Oath)

(Office or Title)



SONOMA COUNTY

Clerk-Recorder-Assessor

www.sonoma-county.org/cra

REGISTRAR OF
VOTERS DIVISION

P.O. Box 11485
435 Fiscal Dr.
Santa Rosa, CA 95406
Tel: (707) 565-6800
Toll Free (CA only):
(800) 750-VOTE
Fax: (707) 565-6843

AUGUST 16, 2024

Kashia School District
Po Box 129
Stewarts Point, CA 95485

Dear District Secretary/Administrator:

There will not be an election in your district on November 5, 2024, as there were not enough candidates for the office(s) to be contested

Pursuant to Education Code §5328, the following nominees for your board should be seated at the organizational meeting and will be considered Appointed as if Elected (AIE). Where vacancies remain, the governing board shall appoint a qualified person at a meeting prior to Election Day (November 5, 2024), and such appointees shall be seated at the organizational meeting of the board as if elected at a district election.

VACANT

Enclosed you will find Certificate(s) of Election and Oaths of Office for these above-named candidates. Prior to taking office, each elective officer shall take the official oath. Any Governing Board Member may administer the oath. Please issue the original oath to the candidate and return a copy to the Sonoma County Registrar of Voters Office, P.O. Box 11485, Santa Rosa, CA 95406.

If you should have any questions, please contact our office at (707) 565-6800.

Yours truly,
DEVA MARIE PROTO
Sonoma County Clerk &
Registrar of Voters

by Troy Kennedy
Troy Kennedy
Deputy Clerk

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