

# Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Elaine Doss, *Trustee* ~ Mark Burton, *Trustee*

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## **AGENDA**

Regular Meeting of the Nicasio School District Board of Trustees

**Thursday, November 5, 2020 5pm**

*5555 Nicasio Valley Road, California*

This meeting is being held via videoconference pursuant to Executive Order N-25-20 issued by California Governor Gavin Newsom on March 12, 2020. Videoconference access information will be posted on the District website:

<http://www.nicasioschool.org/index.php/school-board/board-meetings>

**1. Opening Business**

- a. Call to Order (*Michelle Rutledge – Board President*)
- b. Roll Call
- c. Patriotic Moment

**2. Approval and Adoption of Open Session Agenda (*Board President Rutledge*)**

**3. Reports**

- a. Trustee/Superintendent/Principal Announcements

**4. Public Comment**

*Public Comment is only for items not on the agenda. No formal action will be taken. Board members or district staff may, but are not obligated to, briefly respond to statements made or question posed by the public about items not appearing on the agenda. Designated amount of time to address the Board is limited to three minutes per individual. Concerns about individual employees shall not be discussed in public at school board meetings. Please contact the superintendent with specific concerns.*

**5. Consent Agenda**

- a. Approval of Minutes: October 1, 2020 Regular Meeting of the Board of Trustees (*Interim Supt. Neu*)
- b. Ratify Warrants Paid: October, 2020 (*CBO Bonardi*)
- c. Approve Interdistrict Transfer Request Into Nicasio School District for 2020-21
  - IDT 20-21-16

**6. Information**

- a. Overview of Agreement for On-Site, Covid-19 Testing of Nicasio School Staff by Curative Labs, Inc. (*Interim Supt. Neu*) Information
- b. 2020 Drinking Water Lead Report (*Interim Supt. Neu*) Information

**7. Action**

- a. Review of BP/AR 5117 Interdistrict Attendance (*Interim Supt. Neu*) Discussion
- b. Revision of BP/AR 5141.52 Suicide Prevention (*Interim Supt. Neu*) Discussion/Action

- c. Approve Change of Date for 2020 Annual Organizational Meeting to December 15, 2020  
*Discussion/Action*

**8. Correspondence**

- a. Signed Certification of Nicasio School District's 2019-20 Unaudited Actuals, Kate Lane, MCOE Assistant Superintendent, Oct. 15, 2020

**8. Conclusion**

- a. Agenda items for upcoming Board Agenda
- b. Adjournment

*If you need assistance to access the Board meeting room or to otherwise participate at the meeting, please submit a written request to Nicasio School District Superintendent at P.O. Box 711, Nicasio, CA 94946 or [office@nicasioschool.org](mailto:office@nicasioschool.org). Notification at least 48 hours prior to the meeting will better enable the District to make reasonable accommodations in accordance with the Americans with Disabilities Act.*

# Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Elaine Doss, *Trustee* ~ Mark Burton, *Trustee*

## MINUTES

Regular Meeting of the Nicasio School District Board of Trustees

**Thursday, October 1, 2020 5pm**

*Nicasio School Library, 5555 Nicasio Valley Road, California*

This meeting was held via videoconference pursuant to Executive Order N-25-20 issued by California Governor Gavin Newsom on March 12, 2020. Videoconference access information will be posted on the District website:

<http://www.nicasioschool.org/index.php/school-board/board-meetings>

### 1. **Opening Business**

- a. Call to Order at 5:04pm
- b. Roll Call *Present (via videoconference): Trustees Elaine Doss, Mark Burton and Michelle Rutledge*  
*Also in attendance (via videoconference): Interim Superintendent Nancy Neu and Principal Barbara Snekkevik*
- c. Patriotic Moment observed in honor of the late Supreme Court Justice Ruth Bader Ginsburg.

### 2. **Approval and Adoption of Open Session Agenda**

**Action:** M/S: Burton/Doss to approve and adopt Agenda Vote: 3/0 Ayes: Doss, Burton and Rutledge;  
Noes: None

### 3. **Reports**

- a. Trustee/Superintendent/Principal Announcements
  - Interim Supt. Neu gave the following report:
    - Interim Supt. Neu said she was pleased to report that students have returned to campus for in-person instruction. She commended Principal Snekkevik for doing an incredible job in getting the school re-opened. Having been granted a waiver by the state means that the school will still be able to operate should the county revert back to "purple" status for Covid-19 cases. She expressed appreciation for the Nicasio School District team, noting that it is good for the kids to be back at school.
    - Superintendents countywide have been reviewing resources and sending out trainings related to anti-racism.
    - Marin County Superintendent of Schools Mary Jane Burke is participating in a statewide study of a Covid-19 test that can be administered at home with rapid results. Such a test would be valuable to use at Nicasio School. Testing is not currently required of staff, but the District can encourage it.
    - MCOE has prepared a handbook for steps to follow should a student or staff member test positive for Covid-19. This tool will help provide guidance and minimize panic. The key is good communication between school staff and parents, and Principal Snekkevik has done a great job of communicating.
    - The Marin County School/Law Enforcement Partnership group shares information in a countywide effort to keep Marin schools and communities safe and healthy. A virtual meeting on Oct. 14 will address whether school resource officer roles should be maintained. It is important for people to know the value of all the agencies in that group.

- Schools Rule distribution of funds to districts will take place in a virtual presentation on Oct. 27.
- Marin County Public Health Director Matt Willis, MD, spoke to the superintendents group about the potential for a trustworthy vaccine to be released in early 2021. Should that happen, the school could possibly be used as a site to get kids vaccinated.
- Principal Snekkevik her report as follows:
  - Events & Activities: Virtual Back to School Night, Sept. 10; 2<sup>nd</sup> First Day of School (Sept. 29) - Currently 24 students in-person and 10 remote; Partnership with Rancho Nicasio for Free and Reduced Lunch Program; Partnership with Marin County Free Library (Buddy Program K-3, hot spots); Partnership with SF/Marin Food Bank and SGVCC for weekly food pantry
  - Staff Updates: On-going Public Health Liaison meetings (weekly)
  - Site Updates: Waiver to reopen schools (K-6) approved 9/18/2020; Facility Use- Nicasio will not be a polling place this year
  - Upcoming Events: Trimester 1 progress reports to be sent home next week; Reimagining Halloween (TBD)
  - Interim Supt. Neu asked that the trustees be added to the teachers' weekly email lists.
  - A trustee inquired about pumpkin patch field trips. Principal Snekkevik said that the Health Dept. prohibits fields trips at this time, but pumpkins will be provided to all students in each cohort. She also thanked Board President Rutledge for creating customized "humanity shields" for students and staff in grades K-5.

4. **Public Comment** *There were no public comments.*

5. **Consent Agenda**

- a. Approval of Minutes: September 9, 2020 Regular Meeting and September 10, 2020 Special Meeting of the Board of Trustees (*Interim Supt. Neu*)
- b. Ratify Warrants Paid: September, 2020 (*CBO Bonardi*)
- c. Quarterly Report on Williams Uniform Complaints (July-Sept. 2020) (*Interim Supt. Neu*)
- d. Approval of 2019-20 COVID-19 Closure Certification (*Interim Supt. Neu*)  
Action: **M/S: Burton/Doss** to approve Consent Agenda with correction to typo in "adjournment" section of Regular Meeting Minutes as noted **Vote: 3/0** Ayes: Doss, Burton and Rutledge; Noes: None

6. **PUBLIC HEARING** on Pupil Textbooks and Instructional Materials – Education code 60019 establishes steps and procedures to ensure the availability of textbooks and instructional materials. The procedures require that the District offices take appropriate action to ensure the availability of textbooks and instructional materials annually. The hearing was opened at 5:29pm. Interim Supt. Neu said the District must attest within the first eight weeks of school that the students have all the instructional materials they need. It is important when evaluating those materials that participation is solicited from staff and parents. She said the District does a good job of that. Additionally, she noted, the District makes sure that its English language learners have the materials they need. The hearing was closed at 5:31pm.

7. **Action**

- a. Discussion and Possible Approval of Resolution 2020-21 #2 Regarding Sufficiency or Insufficiency of Instructional Materials Mbu/ED 3/0 Ayes  
Action: **M/S: Doss/Burton** to approve Resolution 2020-21 #2 Regarding Sufficiency or Insufficiency of Instructional Materials **Roll Call Vote: 3/0** Ayes: Doss, Burton and Rutledge; Noes: None

8. **Correspondence**

- a. 2020-21 Adopted Budget Review, Kate Lane, Assistant Superintendent, MCOE, Sept. 15, 2020

9. **Conclusion**

- a. Agenda items for upcoming Board Agenda

- Review of Interdistrict Transfer Policy in the context of the current pandemic
- Revision of Suicide Prevention Policy to include grades K-5

- b. Adjournment

Action: **M/S: Burton/Doss** to adjourn meeting at 5:37pm **Vote: 3/0** Ayes: Doss, Burton, Rutledge;  
Noes: None

Respectfully Submitted,

Mikki McIntyre

☐ Unadopted    ☐ Adopted

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Elaine Doss, Board Clerk

# Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Elaine Doss, *Trustee* ~ Mark Burton, *Trustee*

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To: Nicasio School District Board of Trustees  
From: Margie Bonardi, Interim CBO  
Date: Nov. 5, 2020  
Re: Approval of Warrants

**Objective:** To approve monthly warrants

**Background:** Warrants are processed monthly and reflect expenditures for Nicasio School and District. June warrants include: employee payroll, district operations, safety, instructional materials, supplies, and state and county required expenditures.

**Funding Source/Cost:** All Funding Sources - through October 2020 Batch total: \$ 17,739.03  
Batches: ( 14 through 17)

**Recommendation:** Staff recommends approval of Warrants.



Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 10/21/2020

APY250 L.00.06

DISTRICT: 031 NICASIO SCHOOL DISTRICT

BATCH: 0017 GF 10/21/20

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMITT)	REQ#	FD RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
20277185	001416/	MARGIE BONARDI														
		PV-210030		01-0000-0-4300.00-0000-7300-000-000-000									CBO REIMBURSEMENT			116.93
													WARRANT TOTAL			\$116.93
20277186	000077/	LAGUNITAS SCHOOL DISTRICT														
		PV-210028		01-3220-0-5840.00-0000-8200-000-000-911									G FLORES MARTINEZ			741.14
													WARRANT TOTAL			\$741.14
20277187	000740/	LIBRARY WORLD INC														
		PO-210018		1. 01-5830-0-5864.00-1110-1010-000-000-000									2020-7965			460.00
													WARRANT TOTAL			\$460.00
20277188	000007/	OFFICE DEFOT														
		PO-210132		1. 01-3220-0-4300.00-1110-1010-000-000-911									125185243001			698.85
													WARRANT TOTAL			\$698.85
		RECOLOGY														
20277189	000021/															
		PO-210034		1. 01-0000-0-5550.00-0000-8200-000-000-000									17256330			455.97
													WARRANT TOTAL			\$455.97
20277190	001490/	ROSS VALLEY CHARTER SCHOOL														
		CL-200027		01-0000-0-8096.00-0000-0000-000-000-000									RV CHARTER SCHOOL 19-20 PAYMEN			212.00
													WARRANT TOTAL			\$212.00
20277191	000024/	STATE OF CALIFORNIA														
		PV-210029		01-0000-0-9515.00-0000-0000-000-000-000									SUI PAYMENT 3RD QT			35.32
													WARRANT TOTAL			\$35.32
20277192	001425/	SWRCB ACCOUNTING OFFICE														
		PO-210143		1. 01-0000-0-5839.00-0000-8200-000-000-000									EW-1027303			203.50
													WARRANT TOTAL			\$203.50
*** FUND	TOTALS ***			TOTAL NUMBER OF CHECKS:									8	TOTAL AMOUNT OF CHECKS:		\$2,923.71*
				TOTAL ACH GENERATED:									0	TOTAL AMOUNT OF ACH:		\$ .00*
				TOTAL EFT GENERATED:									0	TOTAL AMOUNT OF EFT:		\$ .00*
				TOTAL PAYMENTS:									8	TOTAL AMOUNT:		\$2,923.71*
*** BATCH	TOTALS ***			TOTAL NUMBER OF CHECKS:									8	TOTAL AMOUNT OF CHECKS:		\$2,923.71*
				TOTAL ACH GENERATED:									0	TOTAL AMOUNT OF ACH:		\$ .00*
				TOTAL EFT GENERATED:									0	TOTAL AMOUNT OF EFT:		\$ .00*
				TOTAL PAYMENTS:									8	TOTAL AMOUNT:		\$2,923.71*
*** DISTRICT	TOTALS ***			TOTAL NUMBER OF CHECKS:									8	TOTAL AMOUNT OF CHECKS:		\$2,923.71*
				TOTAL ACH GENERATED:									0	TOTAL AMOUNT OF ACH:		\$ .00*
				TOTAL EFT GENERATED:									0	TOTAL AMOUNT OF EFT:		\$ .00*
				TOTAL PAYMENTS:									8	TOTAL AMOUNT:		\$2,923.71*



DISTRICT: 031 NICASIO SCHOOL DISTRICT  
BATCH: 0016 GF 10/14/20  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
20276607	001049/	BLICK ART MATERIALS																	
		PO-210114		1.	01-9320-0-4300.00-1110-1010-000-000											4333795			234.69
				1.	01-9320-0-4300.00-1110-1010-000-000											INV 4676520 AND 4647124			142.06
																WARRANT TOTAL			\$376.75
20276608	001341/	COMMON SENSE BUSINESS SOLUTION																	
		PO-210025		1.	01-0000-0-5840.00-0000-2700-000-000-050											INV 39018			116.04
																WARRANT TOTAL			\$116.04
20276609	001449/	INYO																	
		PO-210016		1.	01-9322-0-5940.00-1110-1010-000-000-000											32001551209	OCT 2020		500.00
																WARRANT TOTAL			\$500.00
20276610	001323/	NORTH BAY TAXI																	
		PV-210027		01-6500-0-5840.00-5770-3600-000-707-000												SEPT 2020			1,680.00
																WARRANT TOTAL			\$1,680.00
20276611	000007/	OFFICE DEPOT																	
		PO-210132		2.	01-0000-0-4300.00-0000-2700-000-000-000											125186002001			8.92
		PO-210138		2.	01-0000-0-4300.00-0000-2700-000-000-000											125931064001			26.00
				3.	01-1100-0-4300.00-1110-1010-000-000-000											1259331064001			8.12
				1.	01-3220-0-4300.00-1110-1010-000-000-911											125931064001			73.57
																WARRANT TOTAL			\$116.61
20276612	001494/	WINZER CORPORATION																	
		PO-210130		1.	01-3220-0-4300.00-0000-8200-000-000-911											INV 6714072			757.75
																WARRANT TOTAL			\$757.75
*** FUND	TOTALS ***																		
																TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$3,547.15*
																TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
																TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
																TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$3,547.15*
*** BATCH	TOTALS ***																		
																TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$3,547.15*
																TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
																TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
																TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$3,547.15*
*** DISTRICT	TOTALS ***																		
																TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$3,547.15*
																TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
																TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
																TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$3,547.15*

DISTRICT: 031 NICASIO SCHOOL DISTRICT  
 BATCH: 0015 GF 10/07/20  
 FUND : 01 GENERAL FUND  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/07/2020

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
20276004	001386/	ALL STAR RENTS																
		PO-210003	1.	01-0000-0-5610.00-0000-8100-000-000													948220-4	32.33
																		\$32.33
20276005	001086/	FIREMASTER																
		PO-210031	1.	01-0000-0-5620.00-0000-8100-000-000													0000770791	531.69
																		\$531.69
20276006	001495/	INTRADO INTERACTIVE SVCS CORP																
		PO-210133	1.	01-5830-0-5840.00-1110-2495-000-000													125627	2,000.00
																		\$2,000.00
20276007	000807/	JERRY & DON'S PUMP & WELL																
		PO-210017	1.	01-0000-0-5535.00-0000-8200-000-000													0143184-IN	1,020.06
																		\$1,020.06
20276008	001312/	JUDITH KIRKLAND																
		PV-210022	01-0000-0-4300.00-0000-3700-000-000														REIMB MILK	7.96
																		\$7.96
20276009	001149/	MARIN COUNTY OFFICE OF ED																
		PV-210021	01-0000-0-9521.00-0000-0000-000-000														M WILLIAMS COBRA OCT.	11.34
																	KAISER KLEIN	853.77
																	VISION; MCINTYRE, WARE, KLEIN	62.79
																		\$927.90
20276010	000276/	MARIN SCHOOLS INSURANCE																
		PV-210025	01-0000-0-9521.00-0000-0000-000-000														SEPT. DENTAL COBRA M WILLIAMS	69.59
																	OCT DENTAL COBRA M WILLIAMS	69.59
																	SEPT DENTAL	390.72
																	OCT DENTAL	390.72
																		\$920.62
20276011	001204/	PROTECTION ONE ALARM MONITORIN																
		PO-210033	1.	01-0000-0-5620.00-0000-8300-000-000													136236583	106.99



APY250 L.00.06 Marin County Office of Education  
 DISTRICT: 031 NICASIO SCHOOL DISTRICT  
 BATCH: 0014 GF 01 09/30/20 COMMERCIAL WARRANT REGISTER  
 FUND : 01 GENERAL FUND FOR WARRANTS DATED 09/30/2020

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
20275479	000568/	AT&T																
				PO-210005	1.	01-0000-0-5970.00-0000-2700-000-000										000015333174		91.27 \$91.27
20275480	001461/	GREAT AMERICAN FINANCIAL CORP		PO-210039	1.	01-0000-0-5840.00-0000-2700-000-000-050										27795047		174.28 \$174.28
20275481	000019/	MCGRAW HILL EDUCATION INC		PO-210102	1.	01-1400-0-4100.00-1110-1010-000-221-000										113688785001		403.88 \$403.88
20275482	000007/	OFFICE DEPOT		PO-210127	2.	01-0000-0-4300.00-0000-2700-000-000-000										1236341760001		58.99 88.47 \$147.46
20275483	000012/	P G & E		PO-210014	1.	01-0000-0-5510.00-0000-8200-000-000-000										8516765363-4		679.43 16.59 \$696.02
20275484	001486/	RANCHO NICASIO LLC		PV-210020	01-0000-0-4300.00-0000-3700-000-000-000											SEPT MEALS		1,479.00 \$1,479.00
20275485	001272/	RAUL SALDANA		PO-210035	1.	01-0000-0-5840.00-0000-8200-000-000-000										SEPT. 2020 PAYMENT		400.00 \$400.00
20275486	001488/	SAVVAS LEARNING CO LLC		PO-210105	1.	01-6300-0-4200.00-1110-1010-000-000-000										4026183606		793.19 \$793.19
20275487	001260/	SILYCO		PO-210037	2.	01-0000-0-5849.00-0000-2700-000-000-000										SEPT. 2020 PAYMENT		800.00

WARRANT	VENDOR/ADDR	REQ#	REFERENCE	LN	FD	RESC	Y	OBT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
WARRANT TOTAL																		
*** FUND			TOTALS ***															\$800.00
			TOTAL NUMBER OF CHECKS:												9		TOTAL AMOUNT OF CHECKS:	\$4,985.10*
			TOTAL ACH GENERATED:												0		TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:												0		TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:												9		TOTAL AMOUNT:	\$4,985.10*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:												9		TOTAL AMOUNT OF CHECKS:	\$4,985.10*
			TOTAL ACH GENERATED:												0		TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:												0		TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:												9		TOTAL AMOUNT:	\$4,985.10*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:												9		TOTAL AMOUNT OF CHECKS:	\$4,985.10*
			TOTAL ACH GENERATED:												0		TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:												0		TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:												9		TOTAL AMOUNT:	\$4,985.10*

# Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Elaine Doss, *Trustee* ~ Mark Burton, *Trustee*

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To: Nicasio School District Board of Trustees  
From: Margie Bonardi, Interim CBO  
Date: Nov. 5, 2020  
Re: Approval of Warrants

**Objective:** To approve monthly warrants

**Background:** Warrants are processed monthly and reflect expenditures for Nicasio School and District. June warrants include: employee payroll, district operations, safety, instructional materials, supplies, and state and county required expenditures.

**Funding Source/Cost:** All Funding Sources - through October 2020 Batch total: \$ 17,739.03  
Batches: ( 14 through 17)

**Recommendation:** Staff recommends approval of Warrants.

## **Insurance Covered**

### **Employer COVID-19 Testing Services Agreement**

This Agreement is entered into effective as of October 12, 2020 (the "Effective Date"), between Curative Labs, Inc., with offices located at 430 South Cataract Ave, San Dimas, CA 91773 with clinical laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) (collectively, "Curative") and Nicasio School District with offices located **5555 Nicasio Valley Road (P.O. Box 711) Nicasio, CA 94946** ("Company"). Curative and Company shall be referred to hereafter individually as a "Party" and collectively as the "Parties" to this Agreement.

Company wishes to engage Curative as a provider for COVID-19 testing Services solely for the purposes of screening its employees for working on-site, upon the terms and conditions set forth in this Agreement and further described in Exhibit "A". Curative wishes to provide to Company's employees who work at the Company's offices or other premises, the Services, upon the terms and conditions described below.

Curative will provide a physician duly licensed under California law for the laboratory order for the testing under this Agreement. The Company understands Curative will not provide a medical review by a physician in the Services under this Agreement.

Both Parties agree that Curative will be solely billing the employee's medical insurer (if the employee's medical coverage is self-insured by the employer, for purposes of this Agreement, "insurer" shall include the Third-Party Administrator of that self-insured medical coverage) and is responsible for all costs associated with the Services. Curative shall not bill the Company or employees for any amounts under any circumstances.

Both Parties agree that Company has represented that its employees are Essential Workers as defined by California state law and emergency COVID-19 rules (Cal Code Regs. Tit. 28, §1300.67.01).

Important limitations of the COVID-19 Employer Testing Service:

I. All employees using the Services must sign a **Consent & Release Form** prior to the collection of samples.

II. It is the Company's responsibility to obtain the employee consent and release, and the Company covenants that it will obtain consent and release, on a form provided by Curative to the Company, from all employees submitting a sample for the Services prior to shipping the samples to Curative.

III. The Company will use reasonable efforts to associate/link the barcode on each collection device to individual employees. Company understands, Curative does not collect the samples, and therefore cannot be responsible for the barcoding at the sampling stage of the testing process.

IV. The Company understands:

a. As with all tests, there is a risk of false negatives. There is also a risk that some infected individuals may have some level of COVID-19 infection below the sensitivity of the testing

method but, Curative shall still be responsible for performing the laboratory testing in accordance with all accepted standards.

b. There is an on-going risk of COVID-19 infection, so repeat testing of employees on a regular basis should be considered as appropriate under certain circumstances, and Company will establish the frequency of testing guidelines based on the recommendations of its advisors.

c. Influenza and other infectious diseases are not tested for under the Service. This Service only tests for the presence of the virus that causes COVID-19 (SARS-CoV-2).

d. In accordance with CDC guidelines, employees displaying observable flu-like or COVID-like symptoms during sample collection should be instructed to contact their personal medical provider and self-isolate.

In consideration of the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

### 1. Term

This Agreement shall begin on the Effective Date and continue for a period of one month (the "Initial Term") and automatically renew thereafter for one-month terms (collectively, the "Term").

### 2. Testing Services; Curative Certification and Standard of Work

(a) Services: Curative shall provide the Services in accordance with service ordering and delivery instructions provided by Company subject to the above procedures and policies, and all applicable regulatory and current scientific guidelines. Curative will perform all Services under this Agreement in a professional, lawful, and timely manner consistent with applicable laws as they relate to COVID-19 testing services.

(b) Turn Around Time/Non-Reportable Rate: Curative shall use commercially reasonable efforts to ensure that its turnaround time for electronic delivery of COVID-19 testing results to the Company Representative of the Company typically within 48 hours from the time of specimen receipt at Curative. All test results shall be provided electronically to the Company. It is not uncommon for some small percentage of samples to fail quality control and have a non-reportable result.

(c) The Company Representative will serve as the primary point of contact and will contact Curative as needed, and the Company Representative will be required to complete Curative's prescribed shipping, safety and protected health information (PHI) training prior to assuming this role.

(d) All test results performed by Curative shall be reported to the Company Representative. The Company Representative shall use commercially reasonable efforts, subject to applicable law, to provide all required information that is necessary for Curative to meet its reporting obligations as a clinical laboratory. Curative shall be responsible for all required COVID-19 test reporting to federal, state, and/or local health authorities in accordance with applicable laws and regulations.

### 3. Certifications



All testing performed by Curative shall be in accordance with applicable state and federal requirements and Curative's policies and procedures. Curative shall maintain required licenses, permits, and certifications as required under applicable law and regulation for Curative and its designated laboratories to perform the Services ("Required Approvals").

#### 4. Pricing and Payments

Curative shall solely invoice the insurer for all testing of Company's covered employees and shall not look to any employees or the Company for such payment.

#### 5. Customer Support

Customer Support: Curative will provide Company support with troubleshooting, questions on billing, or other service-related questions via both email and phone during normal business hours and in a timely manner.

#### 6. Representations and Warranty

(a) Curative represents that all protected health information (PHI) will be encrypted and protected within Curative's systems in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations and other applicable federal and state laws and will use PHI (or any information derived therefrom) solely for the Services provided for herein and in accordance with each employee's authorization/consent, and such PHI (and any derived information) shall not be used for any purposes other than the Services. Notwithstanding the aforementioned, deidentified (anonymized data) information meeting the requirements for de-identification under HIPAA, may be used solely for state and federal governmental required reporting in the United States and related aggregated statistical data as it relates to COVID for public health purposes. Such use shall be in compliance with all PHI/HIPAA protection regulations

(b) Warranty: Curative warrants the Services are performed by a CLIA-certified laboratory.

(c) Warranty; Limitation of Damages. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CURATIVE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED. CURATIVE DISCLAIMS ANY LIABILITY ARISING FROM ANY DECISION OR DETERMINATION BY COMPANY OR THIRD PARTY CONCERNING WHETHER ANY EMPLOYEE OR CONTRACTOR'S PRESENCE IN THE WORKPLACE IS SAFE IF MADE, IN WHOLE OR IN PART, ON THE RESULTS OF THE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT. A .EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE. IN NO EVENT SHALL CURATIVE'S LIABILITY EXCEED the greater of \$50,000.00, or compensation received by Curative in connection with this Agreement for any

cause of action other than intentional torts (including, but not limited to, bad faith), as intentional torts shall not be subject to any limitations on damages or other remedies.

7. Methods Modified or Added During the Contract Period

Due to the evolving nature of the COVID-19 crisis and available test solutions, Curative may provide additional service options, collection devices, reporting, or modify the existing Service offering, subject to the Company's prior written agreement. Curative shall notify Company of the change and provide training to Company as necessary to provide reliable Services.

8. Confidential Information

(a) Confidential Information: Curative and Company acknowledge that they may gain access to the confidential business information of the other and/or its affiliates in the course of performing their obligations under this Agreement. Except as required by law or legal process, Curative and Company each agrees that it will hold in confidence, safeguard, and not use (except as required by those employees, officers, directors, or consultants, acting pursuant to this Agreement or as required by law or legal process) or disclose, disseminate or make available to third parties, except the Company's affiliates, information related to proprietary research techniques and technology, types of supplies, pricing for supplies, patient information (including but not limited to, social security numbers, addresses, insurance information, results, and diagnosis information), and any other confidential information of the disclosing party and/or its affiliates at the time of disclosure (together "Confidential Information"). Curative and Company each agrees to treat such Confidential Information it receives from or on behalf of the other with the same degree of care that it treats its own proprietary information, but with no less than a reasonable degree of care and in accordance with all applicable laws and regulations, including, but not limited to, HIPAA.

(b) Exceptions to Confidential Information: Notwithstanding subsection (a) above, information shall not be deemed Confidential Information if it (i) is or becomes generally known to the public through no unlawful act of the recipient; (ii) was known to the recipient at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the recipient without any use of the disclosing party's Confidential Information; (v) becomes known to the recipient from a source other than the disclosing party without breach of this Agreement and otherwise not in violation of the disclosing party's rights; or (vi) is required to be disclosed in accordance with law or court order.

(c) Return of Confidential Information: Each party shall promptly return or destroy all Confidential Information of the other party it holds in written form and all copies of it, in any format, upon the other party's written demand or the expiration or termination of this Agreement, except for Confidential Information that may be incorporated in any information that the recipient is required to maintain by law to verify the work that it performed, which may be retained for a reasonable period of time by the recipient subject to the restrictions contained in this Section 9. For the avoidance of doubt and subject to the foregoing, retention of electronic back-up and archival copies of Confidential Information maintained pursuant to regular data archiving and record retention policies and practices shall not be deemed to be a violation of this Agreement.

(d) Confidential Health Information. The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health

Information”) which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health information which is necessary to perform the duties under this Agreement.

(e) HIPAA/Protected Health Information. Except as required by law to report certain data pertaining to COVID-19 testing, in the event that any PHI within the meaning of the Health Insurance Portability and Accountability Act of 1996, and its amendments thereto, including 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rules (collectively "HIPAA") is received by Curative, Curative, as a HIPAA Covered Entity, shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

## 9. Indemnification, Insurance

(a) Indemnification. Subject to Section 6(c) as it relates to uninsured liabilities, each Party agrees to, to the extent it has insurance covering liability assumed under an indemnification agreement, indemnify, defend and hold harmless the other Party and its members, managers, directors, officers, employees, representatives and agents from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments for any bodily injury, property damage or any other damage or injury to the extent caused by the indemnifying Party or any of its employees or agents (i) breach of this Agreement or applicable law, and (ii) negligence or willful act or omission; except, in each case, to the extent that such claim arises out of or results from the gross negligence or willful misconduct of the indemnified Party or any of its employees or agents.

(b) Insurance: Curative agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. Curative agrees to furnish Company upon request with a current and valid certificate of insurance from Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

## 10. Regulatory Compliance

Compliance with Law/Material Breach: Each party represents and warrants that in the performance of its obligations under this Agreement, it will comply with all applicable laws, including regulations and regulatory guidance. Failure by either party to comply with any applicable law as

required hereby shall be considered a material breach of this Agreement. In the event of a determination that this Agreement is not in compliance with any Applicable Law, then the Agreement shall be automatically amended to so comply.

## 11. Termination

This Agreement may be terminated as follows:

(a) In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting party may terminate this Agreement upon ten (10) ) days written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the ten (10) day period), provided that said failure is through no fault of the non-defaulting party.

(b) Either Party may terminate this Agreement without cause at any time upon at least ten (10) days prior written notice to the other Party. Any outstanding undisputed balances owed by Company to Curative, shall be paid within 21 (twenty-one) business days of such termination for convenience. Curative will fully cooperate with transitioning its services to a successor service provider selected by the Company

## 12. Miscellaneous

(a) Assignment: Without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, neither party may assign any of its rights or obligations hereunder. Notwithstanding anything to the contrary herein contained, either party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation or in the Company's case to any affiliated School District or governmental entity without prior written consent and (ii) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided, however, that nothing contained herein shall release the assigning party from its obligations hereunder. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

(b) Notice: Except as otherwise expressly provided in this Agreement, all notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to the other party as follows:

If to Curative:  
430 South Cataract Ave  
San Dimas, CA 91773

If to Company:  
Nicasio School District  
Attn: Nancy Neu, Interim Superintendent  
P.O. Box 711  
Nicasio, CA 94946

Either party may change its address to which notices shall be sent by a notice that conforms to the requirements of this subsection.

(c) Entire Agreement: This Agreement, including Exhibits, contains the entire understanding between Company and Curative and supersedes any and all prior agreements, understandings, and arrangements between them relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless in writing and signed by the Parties to be bound.

(d) Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Waiver: The failure of either Party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

(f) Severability: It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

(g) Non-Exclusive Arrangement: Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on Company's ability to use other laboratories and that Company does not guarantee any minimum volume of specimens to be referred to Curative for Services under this Agreement.

(h) Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither Party is an agent of the other, and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

(i) Force Majeure: Either Party shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, pandemics (including COVID-19), the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, shut down of power grid, fires, floods, epidemics, strikes or freight embargo. Each Party shall promptly notify the other of any such circumstances and its probable duration as a result of which such Party claims its inability to perform this Agreement.

(j) Section Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

(k) Execution in Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

① Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it.

*(signature page follows)*

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

Curative, Inc.

Company

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

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

Name: Tami D. Wilson-Ciranna

Name: Nancy Neu

Title: CFO

Title: Interim Superintendent

## **Exhibit A**

### **EMPLOYER TESTING SERVICE DESCRIPTION PRICE AND PAYMENT TERMS**

#### **Product Description:**

Curative has developed a COVID-19 testing (i.e., qualitative detections of nucleic acid from SARS-CoV-2) that provides employers with cost-effective, confidential access to SARS-CoV-2 RNA testing for their employees and contractors (the “Services”) for the sole purpose of determining who may come on-site at Company offices in order to maintain a safe workplace.

All employees must sign a consent and waiver form prior to receiving the Services, and the Company must designate a Company Representative that oversees the collection process, manages the de-identification of employee samples, and serves as a primary contact point. All test results are reported back to the Company Representative, and it is the Company’s responsibility to decide the frequency of Services and course of action based on test results.

#### **Requirements and limitations of the COVID-19 Employer Testing Service:**

See contract introduction section for important limitations of the Service.





## CURATIVE LABS COVID-19 TESTING HIPAA AUTHORIZATION

You are entitled to keep your protected health information private. This HIPAA Authorization Form allows you to grant third-party access to your protected health information that otherwise would not be permitted under HIPAA.

By indicating your consent below, you authorize Curative Inc., and Curative Labs, LLC, as applicable, to disclose the protected health information described below to the persons or entities identified in this form.

**I hereby authorize the release of the following protected health information:**

- My name and
- The result of my COVID-19 (novel coronavirus) test

**This information may be released to:**

- Your employer, Nicasio School District
- **This information will be used for:**
- Addressing workplace health and safety through medical surveillance of COVID-19 cases at our workplace.

**I also understand and agree to the following:**

- I may refuse to provide this authorization.
- Any information used or disclosed through this authorization may no longer be protected by privacy laws and may be subject to re-disclosure by the person or organization receiving it.
- I have the right to revoke this authorization at any time by doing so in writing to [support@curativeinc.com](mailto:support@curativeinc.com).
- Any revocation of this authorization by me will not apply to actions that Curative Inc. and Curative Labs, LLC, or [Insert Name of Provider/Practice] has already taken regarding the sharing of my protected health information during the period that my authorization was valid.
- This authorization will remain in effect from the date it is signed unless otherwise revoked.

**I have read and had an opportunity to ask questions about this authorization:**

\_\_\_\_\_  
**Signature**

**Printed Name:** \_\_\_\_\_

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

Dear Nicasio School water consumer,

This letter is to report the lead result from the sample collected at 5555 Nicasio Valley Rd, at our monitoring locations on 08/24/20. The reported lead results are shown on the following table:

Sampling Location	Lead Result (mg/L)
K, 1 & 2 class sink	<.005
Middle School sink	<.005
MPR sink	<.005
Outside sink	<.005
Staff room kitchen sink	<.005

The 90th percentile lead sample results for Nicasio School is <.005 milligrams per liter (mg/L).

### **What Does This Mean?**

Under the authority of the Safe Drinking Water Act, the U.S. Environmental Protection Agency (EPA) and State of California set the Action Level for lead at 0.015 mg/L. This means utilities must ensure that water from the customer's tap does not exceed this level in at least 90 percent of the homes sampled (90<sup>th</sup> percentile). The Action Level is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

The U.S. EPA also set a maximum contaminant level goal (MCLG) for lead of zero. The MCLG is the level of lead in drinking water below which there is no known or expected risk to health.

This consumer notification information is for the occupants of the residence where the lead samples were collected. Some individual homes may have high lead concentrations while the 90<sup>th</sup> percentile for the entire water system is below the Action Level. These individual high levels may be due to conditions unique to the individual home, such as the presence of lead solder, brass and chrome plated brass faucets, and lead pipes that connect your house to the water main (service lines). If your reported lead result exceeds the Action Level of 0.015 mg/L, we strongly urge you to review the enclosed information and take the steps listed to reduce your exposure to lead in drinking water.

If you have any questions, please contact us at 415-662-2184.

Sincerely

Nicasio School

## **LEAD IN DRINKING WATER**

### **Important Information of Lead Health Effects and How to Protect Your Health**

**HEALTH EFFECTS OF LEAD:** Lead is a common metal found throughout the environment in lead-based paint, air, soil, household dust, food, certain types of pottery, porcelain and pewter, and water. Lead can pose a significant risk to your health if too much of it enters your body. Lead builds up in the body over many years and can cause damage to the brain, red blood cells and kidneys. The greatest risk is to young children and pregnant women. Amounts of lead that won't hurt adults can slow down normal mental and physical development of growing bodies. In addition, a child at play often comes into contact with sources of lead contamination, such as dirt and dust that rarely affect an adult. It is important to wash children's hands and toys often and to try to make sure they only put food in their mouths.

**SOURCE OF LEAD:** The primary sources of lead exposure for most children are deteriorating lead-based paint, lead-contaminated dust, and lead-contaminated residential soil. Exposure to lead is a significant health concern, especially for young children and infants whose growing bodies tend to absorb more lead than the average adult. If you are concerned about lead exposure, parents should ask their health care providers about testing children for high levels of lead in the blood.

Lead in drinking water, although rarely the sole cause of lead poisoning, can significantly increase a person's total lead exposure, particularly the exposure of infants who drink baby formulas and concentrated juices that are mixed with water. The U.S. EPA estimates that drinking water can make up 20 percent or more of a person's total exposure to lead. Lead is unusual among drinking water contaminants in that it seldom occurs naturally in water supplies like rivers and lakes. Lead enters drinking water primarily as a result of the corrosion, or wearing away, of materials containing lead in the water distribution system and household plumbing.

When water stands in lead pipes or plumbing systems containing lead for several hours or more, the lead may dissolve into your drinking water. This means the first water drawn from the tap in the morning, or later in the afternoon after returning from work or school, can contain fairly high levels of lead.

**STEPS YOU CAN TAKE TO REDUCE EXPOSURE TO LEAD IN DRINKING WATER:** If a water test indicates that the drinking water drawn from a tap contains lead above 0.015 mg/L, then you should take the following precautions:

- 1. Run your water to flush out lead.** Let the water run from the cold water tap for 15 to 30 seconds before using it for drinking or cooking any time the water in a faucet has gone unused for more than six hours. The longer water resides in the plumbing the more lead it may contain. Flushing tap water is a simple and inexpensive measure you can take to protect your health. To conserve water, fill a couple of bottles for drinking water after flushing the tap and, whenever possible, use the first flush water to wash the dishes or water the plants.

**2. Use cold water for cooking.** Try not to cook with, prepare baby formula with, or drink water from the hot water tap. Hot water can dissolve lead more quickly than cold water. If you need hot water, draw water from the cold tap and heat it on the stove.

**3. Check your plumbing and fixtures.** Remove loose lead solder and debris from the plumbing materials installed in newly constructed homes, or homes in which the plumbing has recently been replaced, by removing the faucet strainers from all taps and running the water from 3 to 5 minutes. If your water pipe is made of lead or joined with lead solder that has been installed illegally since it was banned in 1986, you should notify the California Department of Public Health and your local environmental health department about the violation and have a licensed plumber to replace it with lead-free material. Lead solder looks dull gray, and when scratched with a key looks shiny. The public water system that delivers water to your home should also maintain records of the materials located in the distribution system.

**4. Check your wiring.** If grounding wires from the electrical system are attached to your pipes, the chance of corrosion may be greater. Check with a licensed electrician or your local electrical code to determine if your wiring can be grounded elsewhere. DO NOT attempt to change the wiring yourself because improper grounding can cause electrical shock and fire hazards.

**5. Do not boil water to remove lead.** Boiling water will not reduce lead.

**6. Look for alternative sources or treatment of water.** You can purchase bottled water for drinking and cooking, or purchase or lease a treatment device. All of the devices require periodic maintenance and replacement. Be sure to check the actual performance of a specific treatment device before and after installing the unit. Only devices certified by the California Water Resources Control Board should be used for this purpose.

#### **FOR MORE INFORMATION**

Call us at 415-662-2184. You can also consult a variety of sources for additional information. Your family doctor or pediatrician can perform a blood test for lead and provide you with information about the health effects of lead. You may find more information about lead by visiting U.S. EPA website at <http://www.epa.gov/lead/>, call the National Lead Information Center at 1-800-424-LEAD, or contact your local government agencies for additional information:

<b>LOCAL AGENCY</b>	<b>PHONE NUMBER</b>
<b>Lake County Environmental Health</b>	<b>(707) 263-1164</b>
<b>Marin County Human and Health Services</b>	<b>(415) 473-3078</b>
<b>Mendocino County Health and Human Services</b>	<b>(707) 463-4466</b>
<b>Napa County Health and Human Services</b>	<b>(707) 253-4270</b>
<b>Sonoma County Health Services</b>	<b>(707) 565-6565</b>

# 17a

## NICASIO SCHOOL DISTRICT Board Policy

Series 5000: Students

BP 5117

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### INTERDISTRICT ATTENDANCE

#### Overview

The Governing Board is committed to maintaining a quality neighborhood school, serving families and providing continuity of education for children. The Governing Board believes that children generally should attend elementary schools in the communities where they live and supports the concept of neighborhood schools but will consider interdistrict transfer requests ("IDT Request") with the intent of serving the best interests of the student and the Nicasio School District community.

After enrollment of current residents for the requested transfer year and determination of grade-level configurations, an interdistrict transfer request may be approved or denied by the District on the bases specified in Administrative Regulation 5117.

IDT Requests may be approved for a maximum period of one school year.

Parents/guardians of students residing in Nicasio School District who would like their children to attend school in another district and parents/guardians of students residing in other districts who would like their children to attend school in Nicasio School District must submit a complete IDT Request each year.

#### Definitions and Timelines

A **"current year request"** means a request for IDT Request received 15 or fewer calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. (E.C. §46600.1 (c))

A **"future year request"** means an IDT Request received 16 or more calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. (E.C. §46600.1 (e))

At the regular meeting held in December, the Governing Board will determine anticipated capacity limits for classroom configurations for the following school year.

Notice of the Governing Board's final decision on current year requests will be given within 30 calendar days from the date the request was received. (E.C. §46600.2(a)(5)(A))

Future year requests may be submitted on or after first Monday in February. Requests received on or before the first Friday in May will be considered at the Regular Meeting of the Board of Trustees in June. Future year requests received after the first Friday in May will be considered at a subsequent meeting.

Notice of the Governing Board's final decision on future year requests will be given as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which

interdistrict transfer is sought. (E.C. §46600.2(a)(5)(B))

An interdistrict transfer request, if approved, shall be limited to a maximum period of one school year and shall be subject to revocation or non-renewal for reasons specified in Administrative Regulation 5117.

See Administrative Regulation 5117 for Bases for Approval and Denial of IDT Requests and for Bases for Revocation of IDT Attendance Contracts.

### **Right to Appeal Denial of IDT Request**

A parent/guardian may appeal the Superintendent's, or designee's, denial of an IDT Request to the Governing Board by submitting a written appeal to the Nicasio School District Governing Board on or before fifth (5<sup>th</sup>) calendar day following the date of the Notice of Denial. If the Governing Board upholds the denial, a parent/guardian may appeal to the Marin County Board of Education within 30 calendar days from the date of the Governing Board's decision.

#### **Legal Reference:**

##### **EDUCATION CODE**

46600-46611 Interdistrict attendance agreements  
48204 Residency requirements for school attendance  
48300-48315 Student attendance alternatives  
48915 Expulsion; particular circumstances  
48915.1 Expelled individuals: enrollment in another district  
48918 Rules governing expulsion procedures  
48980 Notice at beginning of term  
52317 ROP, enrollment of students, interdistrict attendance

##### **GOVERNMENT CODE**

6250-6270 Public Records Act

##### **ATTORNEY GENERAL OPINIONS**

84 Ops.Cal.Atty.Gen. 198 (2001)  
87 Ops.Cal.Atty.Gen. 132 (2004)

##### **COURT DECISIONS**

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

#### **Management Resources:**

##### **WEB SITES**

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

(5/21/2008, 5/13/2010, 3/7/2013, 6/4/2015, 3/31/2016) 12/6/2018

## **NICASIO SCHOOL DISTRICT Administrative Regulations**

Series 5000: Students

AR 5117

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### **INTERDISTRICT ATTENDANCE**

#### **Application Form**

Any parent/guardian desiring an interdistrict transfer ("IDT") to or from Nicasio School District must complete a "Request for Interdistrict Transfer: Marin County, California" ("IDT Request"), which may be obtained from the student's district of residence (if within Marin County) or the Nicasio School office.

#### **Application Procedures and Timelines**

##### **New Requests to Transfer into Nicasio School**

1. Nicasio School District will consider IDT Requests into Nicasio School only if the student's district of residence (a) is a signatory to "Agreement of the Participating School Districts in Marin County Regarding Interdistrict Attendance Agreements" or (b) specifically agrees that any interdistrict transfer shall be limited to a maximum period of one school year and subject to revocation or non-renewal in accordance with Board Policy and Administrative Regulation 5117.
2. Except as specifically provided by law, all IDT Requests must be submitted first to the student's district of residence for approval. (E.C. § 46600(d))
3. If the student's district of residence approves the IDT Request, parent/guardian is responsible for ensuring that the notice of approval is submitted to the Nicasio School District office for the Superintendent's or designee's review and decision.
4. All IDT Requests must be accompanied by the student's academic, attendance, and discipline records for the two most recent years and records documenting student's current enrollment in special programs (resource specialist, speech and language, counseling, and occupational therapy).
5. The Superintendent or designee will approve or deny the IDT Request and send a written Notice of Approval or Notice of Denial to the parent/guardian within thirty (30) calendar days of receipt of a current year IDT Request and as soon as possible, but no later than 14 calendar days after the commencement of instruction for future year IDT Requests. (E.C. § 46600.1(c) and (e))

##### **Renewal Requests to Transfer into Nicasio School District**

1. Parents/guardians wishing to renew a student's Interdistrict Attendance Contract must follow the same procedures and timelines outlined above for new requests.
2. Approval of a previous IDT Request does not guarantee approval of any subsequent request.

### Requests to Transfer Out of Nicasio School District

1. The Superintendent or designee will consider all outgoing IDT Requests and send a written Notice of Approval or Notice of Denial to the parent/guardian within thirty (30) calendar days of receipt of a current year request and as soon as possible, but no later than 14 calendar days after receipt of a future year request. (E.C. § 46600.2(a)(5)(A) and (B))
2. Except as specifically provided by law, a parent/guardian seeking an out-of-district transfer must request authorization from Nicasio School District to attend school in another district before seeking authorization from the district of proposed attendance. (E.C. § 46600(d))
3. An IDT Request may be authorized for a maximum of one school year.

### **Enrollment Target and Capacity**

#### General Education Program

Currently Nicasio School operates three multi-grade classrooms with the following grade level configurations, which are subject to change, as described below:

Classroom A	Grades TK – 2 <sup>nd</sup>
Classroom B	Grades 3 <sup>rd</sup> – 5 <sup>th</sup>
Classroom C	Grades 6 <sup>th</sup> – 8 <sup>th</sup>

The District recognizes the need to maintain small class sizes with a teacher-to-student ratio that supports multi-grade instruction. To ensure that sufficient space is available within each classroom for new District residents, for IDT Request purposes the District has established a targeted enrollment in each grade level and a capacity limit in each classroom, which is subject to change, as described below.

#### **Student Enrollment**

		<u>Grade Level Target</u>	<u>Classroom Capacity</u>
Classroom A	Grades TK – 2 <sup>nd</sup>	5	16
Classroom B	Grades 3 <sup>rd</sup> – 5 <sup>th</sup>	5	18
Classroom C	Grades 6 <sup>th</sup> – 8 <sup>th</sup>	6	20

To promote overall balance within each classroom the District will consider the grade level target first. The District will consider IDT requests for individual grade levels up to their target when possible before filling the classroom up to capacity. A lottery will be held when IDT requests for a specific grade level exceed the target number. After each grade level has reached its target, or when there are insufficient IDT requests to meet a grade level target, the District will consider any additional IDT requests for those grade levels, by lottery, up to the classroom capacity.

In the event that currently enrolled students' IDT renewal requests exceed the classroom capacity, a lottery will be held. However, in such cases, the District may approve renewal requests that exceed the classroom capacity provided that the decision would not adversely impact the learning environment and would be in the best interest of students, Nicasio School and the District as determined by the Superintendent or designee based on any lawful, non-arbitrary considerations.



For IDT purposes, classroom configurations, grade level target, classroom capacity, and special education program capacity will be reviewed periodically, and any changes shall be determined by the Governing Board no later than April 30<sup>th</sup> and have a prospective implementation date of July 1 of the next school year.

**Priority/Requests in Excess of Capacity**

To the extent permitted by law IDT Requests that meet Renewal or Siblings criteria (see Bases for Approval, paragraphs 1-2, below) will be considered first. If the number of IDT requests exceeds capacity, the Superintendent or designee will place the students' names on a waiting list, unless the parent/guardian otherwise requests, in an order determined by lottery.

**Bases for Approval of IDT Request**

Subject to applicable law, District policies and regulations, and the Governing Board's determination of classroom configurations, grade level target, and classroom capacity for the requested transfer year, the Superintendent or designee may approve an IDT Request, for a maximum period of one school year, on any of the following bases.

1. **Renewal**

Student is currently attending Nicasio School under an IDT Attendance Contract and desires to continue attendance in Nicasio School the following school year.

2. **Siblings**

Student is a sibling of a student who is currently attending Nicasio School under an IDT Attendance Contract and who will continue to be in attendance during the requested transfer year.

3. **Personal Adjustment**

An administrator of another school district requests an IDT for the well-being of a child.

As certified by a physician, school psychologist or other appropriate school personnel, student has special mental or physical health needs that cannot be met in the district of residence and can be met in the district of proposed attendance.

A recommendation by the School Attendance Review Board or by a county child welfare, probation or social service agency in documented cases of serious home or community problems makes it inadvisable for the pupil to attend the school of residence.

4. **Transitional**

To allow the student to complete the current school year at Nicasio School when the parent/guardian has moved out or will move out of the District during the school year.

The student completed 7<sup>th</sup> grade at Nicasio School and would like to continue through 8<sup>th</sup> grade at Nicasio School to graduate with his/her classmates.

5. **Statutory**

The student has been determined by staff of the district of residence or by the Superintendent or designee on behalf of the District to be a victim of bullying as defined by Education Code section 48900(r). In accordance with applicable law, such students will be given priority for

interdistrict attendance under an existing interdistrict attendance agreement with the district of residence, or in the absence of such an agreement, shall be given consideration for the creation of an interdistrict attendance agreement.

6. Other Lawful Considerations.

The transfer would be in the best interests of the student, Nicasio School and the District as determined by the Superintendent or designee based on any lawful, non-arbitrary considerations.

If an IDT Request is approved, the Superintendent or designee shall issue an Interdistrict Attendance Contract setting forth the terms and conditions of the student's enrollment in the District, including bases for revocation of the Contract. The parent/guardian and student shall sign and return the Contract to the Nicasio School District Office prior to the first day of attendance.

**Bases for Denial of IDT Request**

In accordance with applicable law the Superintendent or designee may deny an IDT Request on any of the following bases:

1. For incoming IDT Requests, lack of capacity (in the relevant classroom or grade) in the requested transfer year based on the actual enrollment figures of current residents or the anticipated enrollment figures.
2. The District does not have an appropriate educational program at Nicasio School to meet the student's needs.
3. The student's school records for the preceding year reflect unsatisfactory attendance, which may include, but is not limited to, three (3) or more unexcused absences or unexcused tardy arrivals.
4. The student's school records for the preceding year reflect unsatisfactory academic performance, which may include, but is not limited to, grades that do not meet standards in the majority of student's subject areas/courses of study; unexcused, inconsistent homework completion; or regularly coming to class unprepared without an excusable reason.
5. The student's school records reflect unsatisfactory behavior, which may include, but is not limited to, a history of disciplinary referral(s), detention(s), suspension(s), recommendation(s) for expulsion, or expulsion(s).
6. The IDT Request is incomplete or contains information that is false or misleading.
7. Except as limited by applicable law, the student's district of residence (a) is not a current signatory to "Agreement of the Participating School Districts in Marin County Regarding Interdistrict Attendance Agreements" or (b) declines to agree that any interdistrict transfer shall be limited to a maximum period of one school year and subject to revocation or non-renewal in accordance with Board Policy and Administrative Regulation 5117.

8. The denial would be in the best interests of the student, Nicasio School or the District as determined by the Superintendent or designee based on any lawful, non-arbitrary considerations.
9. Failure of the parent/guardian to meet timelines shall be deemed an abandonment of IDT Request. (E.C. §46600.2(a)(4))
10. Except as specifically provided by law, the student's district of residence did not approve the student's IDT Request.

#### **Appeals**

If an IDT Request is denied by the Superintendent or designee, the parent/guardian of the student may appeal to the Nicasio School District Governing Board for further consideration. An appeal must be submitted in writing, addressed to the Governing Board, and received in the Nicasio School District office on or before the fifth (5<sup>th</sup>) calendar day following the date of the Notice of Denial. If the Governing Board denies the appeal, the parent/guardian may appeal within 30 calendar days to the Marin County Board of Education, except when the student is currently expelled from another school district or while expulsion proceedings are pending against the student.

#### **Bases for Revocation of IDT Attendance Contract**

An IDT Attendance Contract may be revoked by the Superintendent or designee for any of the following reasons:

1. Unsatisfactory academic performance (as defined above under Bases for Denial) at Nicasio School,
2. Unsatisfactory attendance (as defined above under Bases for Denial) at Nicasio School,
3. Providing incomplete, false or misleading information on the IDT Request,
4. Repeated disruptive or otherwise unsatisfactory behavior in violation of Education Code sections 48900 et seq.,
5. Suspension from Nicasio School as authorized by Education Code sections 48900 et seq.,
6. Recommendation for expulsion or expulsion from Nicasio School District as authorized by Education Code sections 48900 et seq.,
7. Failure to sign and return IDT Contract by the first day of instruction or within 14 days after the date of the Notice of Approval, whichever is later.
8. Any other lawful, non-arbitrary basis for the District to conclude it would be in the best interest of the student, Nicasio School or the District for the IDT to be revoked.

If an IDT Request is revoked by the Superintendent or designee, the parent/guardian of the student may appeal to the Nicasio School District Governing Board for further consideration. An appeal must be submitted in writing to the Governing Board and received in the District office on or before the fifth (5<sup>th</sup>) calendar day following the notice of revocation. The Governing Board's decision is final.

**Failure to Obtain Advance Authorization from District of Residence**

When it becomes known to the Superintendent or designee that a non-resident student has enrolled in Nicasio School District without the advance authorization of the district of residence or approval of Nicasio School District, whether or not the failure to obtain advance authorization was intentional, the Superintendent or designee shall notify the parent/guardian promptly that the student will no longer be permitted to attend Nicasio School.

In such cases, the Superintendent or designee's determination is final. There is no right to appeal to the Governing Board or to the Marin County Board of Education.

**Transportation**

Transportation will not be provided by Nicasio School or the District for outgoing or incoming interdistrict transfer students. The parent or legal guardian of any student whose IDT Request is approved shall be responsible for the student's transportation to and from school.

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(5/21/2008, 5/13/2010, 3/7/2013, 6/4/2015, 3/31/2016, 3/30/2017, 12/6/2018, 3/7/2019) 12/5/19

## NICASIO SCHOOL DISTRICT Board Policy

Series 5000: Students

BP 5141.52

### SUICIDE PREVENTION

#### Purpose

The Board of Trustees recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (-Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, as described in the accompanying administrative regulation.
2. Instruction to students in grades 6, 7 or 8 in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medical beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

1 <sup>st</sup> Reading:	March 8, 2018
2 <sup>nd</sup> Reading:	April 4, 2018
Board Approved	April 4, 2018

## NICASIO SCHOOL DISTRICT Administrative Regulations

Series 5000: Students

AR 5141.52

### SUICIDE PREVENTION

#### Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are ~~bereaved~~ impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors
3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services

## Draft Revision 11/5/20

is being processed

- 7-8. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

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### **Instruction**

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate grades in an age appropriate manner and 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. Develop coping and resiliency skills and self-esteem
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 services for mental health, substance abuse, and/or suicide prevention

### Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

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### **Intervention**

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.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or



**Draft Revision 11/5/20**

others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

~~A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)~~

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. 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
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

**Postvention**

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior

**Draft Revision 11/5/20**

should be identified and closely monitored. 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.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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First Reading:  
Second Reading:

March 8, 2018  
April 4, 2018

Board Approved: April 4, 2018

## NICASIO SCHOOL DISTRICT

### Board Policy

Series 5000: Students

BP 5141.52

### SUICIDE PREVENTION

#### Purpose

The Board of Trustees recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (-Education Code 215)

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1 <sup>st</sup> Reading:	March 8, 2018
2 <sup>nd</sup> Reading:	April 4, 2018
Board Approved	April 4, 2018



MARIN COUNTY  
OFFICE OF EDUCATION

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marincoe@marinschools.org

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6625  
**RECEIVED**

October 15, 2020

OCT 21 2020

*by Nicasio School/District*

Ms. Michelle Rutledge  
Nicasio School District  
p o Box 711  
Nicasio CA 94946

Dear Ms. Rutledge,

We have reviewed the Nicasio School District's 2019-20 Unaudited Actuals and certified the report to the California Department of Education. Enclosed is a copy of the signed Certification for your records.

If you have any questions, please contact my office at (415) 499-5822.

Sincerely,

MARY JANE BURKE  
Marin County Superintendent of Schools

KATE LANE  
Assistant Superintendent

cc: Dr. Nancy Neu, Interim Superintendent  
Margie Bonardi, Interim Chief Business Official

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2019-20 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: 

Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 09, 2020

To the Superintendent of Public Instruction:

2019-20 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: 

County Superintendent/Designee  
(Original signature required)

Date: 10-10-2020

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

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Name

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Title

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