



N O T I C E

**BOARD MEETING OF THE BELLEVUE UNION SCHOOL
DISTRICT BOARD OF TRUSTEES WILL BE HELD ON Tuesday
July 20, 2021, 6:00PM OPEN SESSION
IN PERSON at 3150 EDUCATION DR & ZOOM TELECONFERENCE
HOSTED BY BELLEVUE UNION SCHOOL DISTRICT 3150
EDUCATION DRIVE SANTA ROSA, CA 95407**

DATED: July 16, 2021

**David Alexander, Ed.D.
SECRETARY TO THE BOARD
AND DISTRICT SUPERINTENDENT**

POSTED: July 16, 2021

BELLEVUE UNION SCHOOL DISTRICT
Regular Board Meeting
In Person At the BUSD District Office 3150 Education Dr &
Video Teleconference Streamed Via Zoom linked on the BUSD Homepage
Tuesday, July 20, 2021

As authorized by the Governor's Emergency Executive Order issued on March 12, the Bellevue Union School District Board of Education will conduct Board of Education meetings by live video conference until further notice. The meeting will be live streamed live on the District's YouTube page which can be reached via a link from our Bellevue Union School District homepage @ www.BUSD.org

AGENDA

1. Open Session 6:00 pm

1.1. Call To Order

1.2. Flag Salute

1.3. Consider Agenda Adjustment

1.4. Public Comment

At this time, members of the public may express opinions or make statements regarding issues pertinent to the District. Action may not be taken on statements or testimony made regarding any item not on the agenda, per Government Code 54954.2. There will be a limit of three minutes placed on each individual making a statement and a total 30 minute time allocation. Persons wishing to comment should complete the public comment form.

To access the [Public Comment Form](#), please click on the link: [BUSD Digital Comment Form](#) to submit your comment to Moriah Hart prior to the start of the meeting. All comments received prior to the start of the meeting will be shared during the meeting.

2. Action Items

2.1. Approval of Williams Quarterly Uniform Complaint Report Summary (April 1-June 30, 2021)

2.2. Ratification of Bills and Warrants

3. Consent Calendar

3.1. Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations 2nd Reading ([1st reading June 30, 2021](#))

3.2. Memorandum of Understanding between the COOL School Program at the Napa County Office of Education and the Bellevue Union School District

3.3. Memorandum of Understanding between the Expanded Learning AmeriCorps Program at the Napa County Office of Education and the Bellevue Union School District

3.4. Lozano Smith Service Agreement

3.5. Board Meeting Minutes

3.5.1. Regular Board Meeting Minutes June 30, 2021

3.5.2. Special Board Meeting Minutes June 29, 2021

3.6. Personnel Activity Log

4. Reports

4.1. California School Employees Association, Chapter 501

4.2. Bellevue Education Association

4.3. Principal Reports

4.4. Board Reports/Board Items

4.5. Superintendent Report

5. Planning

August 17, 2021	Regular Board Meeting	5:30 pm	To be live streamed on zoom, linked on the District's Homepage: www.busd.org
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6. Return to Closed session as needed

Notice

The Bellevue Union School District complies with the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent's Office by calling (707)542-5197 x2. All efforts will be made for reasonable accommodations.

Agenda available in Spanish upon request. Orden del día disponible en español si se solicita.

*District Employees, parents and community members shall treat each other with civility, courtesy and respect.
Civility Policy (BP 1313)*

Bellevue Union School District
Agenda Item for Board Meeting

Agenda Category: Review and Action

Agenda Item Title: Williams Quarterly Uniform Complaint Report Summary (April 1-June 30)

Prepared By: Moriah Hart, Executive Assistant

Background:

This quarterly report is required by Education Code 35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

Recommended Action:

It is recommended that the Board of Trustees approve the Williams Quarterly Uniform Complaint Report Summary (April 1-June 30)

Supporting Documents:

Williams Quarterly Uniform Complaint Report Summary (April 1-June 30)

BELLEVUE Union School District

Williams Settlement

Quarterly Uniform Complaint Report Summary

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

Reporting Period:

- January 1 – March 31, 2021 April 1 – June 30, 2021
 July 1 – September 30, 2020 October 1 – December 31, 2020

No complaints were received during the above time period.

If you received any complaints during the above time period, please complete the following table. Enter "0" in any cell that does not apply.

	Complaints Received	Complaints Resolved	Unresolved Complaints
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and/or Mis-assignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
Total	0	0	0

Board meeting date: 07.20.2021
Date sent to County Superintendent of Schools: 07.21.2021
Sonoma County Office of Education
5340 Skylane Blvd.

Santa Rosa, CA 95403

Bellevue Union School District
Agenda Item for Board Meeting

Agenda Category: Review and Action

Agenda Item Title: Ratification of Bills and Warrants

Background:

Warrants issued since the last regularly scheduled Board meeting are submitted for ratification.

Recommended Action:

It is recommended the Board ratify these warrants.

Supporting Documents:

Payroll Totals

Board Report of Checks

Bellevue Union School District

2020-2021

June Payroll Totals

Regular Payroll 6/30/2021

Certificated:	\$471,453.01
Classified:	<u>\$294,596.34</u>
Total:	\$766,049.35

Supplemental Payroll 7/09/2021

Certificated:	\$60,735.62
Classified:	<u>\$30,402.17</u>
Total:	\$91,137.79

Total:	\$857,187.14
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Checks Dated 06/24/2021 through 07/14/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1842380	06/24/2021	Gomez, Maria T	01-5201	Mail PU from School Site and SCOE		134.40
1842381	06/24/2021	Maram-Mccullough, Denise	01-4397	Reopening & Staff Instructional Staff Appreciation	110.01 496.59	606.60
1842382	06/24/2021	Aaction Rents	01-5600	Open PO: Rentals		671.20
1842383	06/24/2021	Air Filter Control	01-5800	MERC-13 HVAC Filters		618.40
1842384	06/24/2021	SYNCB/Amazon	01-4310	ESY 2020/2021 Supplies	34.13	
			01-4350	DO : Office Supplies Purchases	9.37	
			01-4380	DO : Office Supplies Purchases	161.72	
			13-4390	DO : Office Supplies Purchases	5.61	210.83
1842385	06/24/2021	AT&T Mobility	01-5911	Open PO for Emergency Phone # 8341		457.88
1842386	06/24/2021	Banerjea, Pia	01-5800	Psychoeducational Assessments		1,900.00
1842387	06/24/2021	Valley Comfort Heating & Air	01-5800	Open PO : 2020/21		790.67
1842388	06/24/2021	AT & T	01-5911	Open PO CALNET3		276.43
1842389	06/24/2021	Citi Cards	01-4380	Home Depot Payment	117.78	
			01-5200	SY20-21 AR Boot Camp Class	995.00	
			01-5800	District Credit Card	1,884.01	2,996.79
1842390	06/24/2021	Culligan of Sonoma County	01-5800	OPEN PO :Drinking Water 5 Gallon		6.50
1842391	06/24/2021	Aeries Software	01-5845	IT: Enrollment/ ASP Subscription		13,036.00
1842392	06/24/2021	DK Landscaping	01-5800	M&O: OPEN PO for Landscape service		7,677.47
1842393	06/24/2021	Emerald LLC	01-5800	Behavioral Assistant	2,029.42	
				SDC Classroom Assistant	804.77	
				Sped: R.S.V	209.94	
				Sped: V.R	944.73	
				Sped: Z.C	1,994.43	5,983.29
1842394	06/24/2021	Engie Services U.S. Inc	21-6200	PV Demo System	10,326.00	
			25-6200	Solar Panel Repair	1,792.50	12,118.50
1842395	06/24/2021	TIAA Commerical Finance	01-5600	DO:Agreement For SF-5130 Account # 20415329-1	49.00	
				Lease Agreement for Copiers Acc# 20399421-1	1,169.50	1,218.50
1842396	06/24/2021	Fishman Supply Co	01-4370	M&O: Custodial Supplies @ TM	404.25	
				M&O; Custodial Supplies @ KW	4,179.54	
			01-5800	M&O: Custodial Equipment Repairs	185.00	4,768.79
1842397	06/24/2021	Friedman's Home Improvement	01-4380	KW: OPEN PO for Supplies		178.18
1842398	06/24/2021	Great America Financial Svcs	01-5950	OPEN PO-Postbase 45 mail machine		136.86
1842399	06/24/2021	HR Direct	01-5800	DO- Poster Guard		487.05
1842400	06/24/2021	Imagine Learning	01-5800	Imagine Español Pilot		2,750.00
1842401	06/24/2021	Kelly-Moore Paint Co Inc	01-4380	OPEN PO - Paint for all Sites		695.15

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

ESCAPE ONLINE

Checks Dated 06/24/2021 through 07/14/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1842402	06/24/2021	Straight Moving LLC	01-5800	General Moving Services		2,150.00
1842403	06/24/2021	Office Depot Inc	01-4350	OPen PO- District Office Supplies		121.75
1842404	06/24/2021	Paradigm Healthcare Services	01-5800	Contracted service for Medical Billing 2020/21		444.91
1842405	06/24/2021	PASCHKE ELECTRIC, INC	21-6200	Disconnect the electrica	21,988.33	
				Pull new wire for Fire Alarm Panel MV & MV Annex	6,200.00	28,188.33
1842406	06/24/2021	Perfect Timing Personnel Servi ces Inc	01-5800	Client Staffing Agreement for HR position		1,325.35
1842407	06/24/2021	The Permanente Medical Group I nc	01-5800	OSHA Respirator		76.00
1842408	06/24/2021	Remind101 Inc	01-5800	Remind Plan		6,732.00
1842409	06/24/2021	Santa Rosa City Schools	13-5100	Open PO-Meals		76,345.38
1842410	06/24/2021	Santa Rosa, City Of	01-5560	Open PO for Water bill BV	843.15	
				Open PO for Water bill KW	1,065.20	
				Open PO for Water bill MV & Spa	932.47	
				Open PO for Water bill TM	2,135.64	
			01-5858	Open PO for Water bill KW	7.97	4,984.43
1842411	06/24/2021	SHI International Corp	01-5845	GoGuardian		15,768.20
1842412	06/24/2021	Sierra School Eq Co.	21-6200	Lunch Table		14,427.24
1842413	06/24/2021	Spurr	01-5510	Open PO Spurr		2,902.76
1842414	06/24/2021	Supply Solutions	01-5800	Air Purifiers		4,178.81
1842415	06/24/2021	Verizon Wireless	01-5800	Verizon Wireless		6,333.75
1842416	06/24/2021	Verizon	01-5800	Verizon		1,066.81
1843805	07/07/2021	Maram-Mccullough, Denise	01-4310	Bookd k-6	24.45	
				Books K-6	420.45	444.90
1843806	07/07/2021	Ameriflex	01-5800	DO: FSA Admin Fee 6 Employees	52.36	
			01-5858	DO: FSA Admin Fee 6 Employees	7.64	60.00
1843807	07/07/2021	Bartley Pump Inc	01-5800	Open PO -Bartley Pump		420.00
1843808	07/07/2021	BK Consult	01-9510	BUSD Consulting Service		1,500.00
1843809	07/07/2021	AT & T	01-9510	Open PO CALNET3		23,442.71
1843810	07/07/2021	Christy White Associates	01-9510	2020-21 District Audit		8,325.00
1843811	07/07/2021	Clover Stornetta Farms Inc	13-9510	ESY 2020/2021-Preschool Summer Program		243.00
1843812	07/07/2021	Discovery Office Systems	01-9510	DO: Service Contract all sites 2020/21		4,721.55
1843813	07/07/2021	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	137.58	
				M&O: Custodial Supplies @ MV	292.15	429.73
1843814	07/07/2021	Food Equipment Repair Service	13-5800	Open PO-Food Equipment Repair		651.91
1843815	07/07/2021	Forensic Analytical Consulting Services Inc	21-6200	BV hvac		4,026.44

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ESCAPE ONLINE

Checks Dated 06/24/2021 through 07/14/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1843816	07/07/2021	Gold Star Foods, Inc.	13-5800	CAFE: Food Storage		132.50
1843817	07/07/2021	Hitmen Termite and Pest Control, Inc.	01-5800	Pest Control Preventative Maintenance		887.25
1843818	07/07/2021	Office Depot Inc	01-4310	21/22 Office & Students Supplies		171.40
1843819	07/07/2021	Perfect Timing Personnel Services Inc	01-9510	Client Staffing Agreement for HR position		1,325.35
1843820	07/07/2021	Santa Rosa, City Of	01-9510	Open PO for Water bill MV & Spa		120.00
1843821	07/07/2021	School Innovations & Achievement, Inc.	01-5800	DO: Attention2Attendance		10,100.00
1843822	07/07/2021	Soliant	01-9510	School SLPA -Reg		5,240.00
1843823	07/07/2021	Stocksdale Inspection Services	21-6200	DSA- IOR (Inspector on Record)Services		4,680.00
1843824	07/07/2021	Julie Burns	01-9510	Interpretation For Special Boad Meetings		2,500.00
1845451	07/14/2021	Aaction Rents	01-5600	Open PO: Rentals		700.85
1845452	07/14/2021	Anova Education & Behavior	01-9510	NPS: A. W	5,386.48	
				NPS: B. T	5,386.48	10,772.96
1845453	07/14/2021	Advanced Reproduction Center	01-4310	BUSD Opening Packet		7,516.51
1845454	07/14/2021	BlackBoard Inc	01-5840	DO: Website, Communication for all school sites		9,661.55
1845455	07/14/2021	Dennis Carrera	01-9510	ESY 2020/2021 Translating Services		225.00
1845456	07/14/2021	Department Of Justice Accounting Office Cashier Unit	01-5862	Open PO for DO- Fingerprinting		337.00
1845457	07/14/2021	ESGI, LLC	01-4310	ESGI Assessment Services Renewal		2,646.00
1845458	07/14/2021	Maria Gabriela Porter	01-9510	ESY 2020/2021		2,040.00
1845459	07/14/2021	Maxim Healthcare Staffing Services inc	01-9510	Medical Assistant Personnel		346.50
1845460	07/14/2021	Perfect Timing Personnel Services Inc	01-9510	Client Staffing Agreement for HR position		1,325.35
1845461	07/14/2021	Andre Randall Soileau dba Prime65	01-9510	IT: Telephone Service 2020/21		2,374.74
1845462	07/14/2021	Redwood Pediatric Therapy Asso	01-9510	DO : Occupational Therapy Contract 2020/21		9,692.30
1845463	07/14/2021	Renaissance Learning	01-5800	Annual All Product Renaissance Platform	108,114.15	
				Freckle ELA Student Subscription	47,910.80	156,024.95
1845464	07/14/2021	RGM Kramer Inc	21-6200	Construction Management Services		47,157.52
1845465	07/14/2021	Soliant	01-9510	School SLPA -Reg		2,125.00
1845466	07/14/2021	Subtronic Corporation	25-5800	Bellevue ES Underground Utility Survey		8,232.00
1845467	07/14/2021	TEP Engineering	21-6200	HVAC upgrade		400.00
1845468	07/14/2021	Verizon	01-9510	Verizon		582.50
1845469	07/14/2021	Lakshmi Vyakaran Venkat	01-9510	ESY 2020/2021 Home Hospital Services		1,294.25
1845470	07/14/2021	Leanne Wangler	01-9510	Speech Evcuations- D. R	305.22	
				Speech Evcuations- S.B	305.22	610.44
1845471	07/14/2021	WEX BANK	01-4362	DO : Fuel Card		348.38
1845472	07/14/2021	Wolff Contracting	21-6200	Meadow View ES Bottle Filler Fountains Install		22,320.00

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

ESCAPE ONLINE

Checks Dated 06/24/2021 through 07/14/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					79	578,920.75

Fund Recap

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
01	General Fund	66	359,992.32
13	Cafeteria Fund	5	77,378.40
21	Building Fund	8	131,525.53
25	Capital Facilities Fund	2	10,024.50
Total Number of Checks		79	578,920.75
Less Unpaid Tax Liability			.00
Net (Check Amount)			578,920.75

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

ESCAPE ONLINE

Bellevue Union School District

Consent Calendar for Board Meeting of July 20, 2021

3. Consent Calendar
 - 3.1. Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations 2nd Reading ([1st reading June 30, 2021](#))
 - 3.2. Memorandum of Understanding between the COOL School Program at the Napa County Office of Education and the Bellevue Union School District
 - 3.3. Memorandum of Understanding between the Expanded Learning AmeriCorps Program at the Napa County Office of Education and the Bellevue Union School District
 - 3.4. Lozano Smith Service Agreement
 - 3.5. Board Meeting Minutes
 - 3.5.1. Regular Board Meeting Minutes June 30, 2021
 - 3.5.2. Special Board Meeting Minutes June 29, 2021
 - 3.6. Personnel Activity Log

Recommended Action:

It is recommended that the Board of Trustees approve the agenda items on the Consent Calendar.

Supporting Documents:

Backup documentation for each item on the Consent Calendar.

BELLEVUE MEMORANDUM OF UNDERSTANDING 7/01/21-6/30/24

This is a Memorandum of Understanding between the COOL School programs at the Napa County Office of Education (**NCOE**) and the Bellevue Union School District (**BUSD**). **BUSD** will receive funds from the After School Education and Safety Program to support the COOL School programs. A copy of related prime awards will be sent to **NCOE** immediately upon execution. It is expressly understood and agreed by **NCOE** and **BUSD** as follows:

- I. **Purpose:** The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the COOL School programs.

- II. **Term:** The total funding provided by this MOU is **\$534,808.31 per annum**, contingent upon the ASES funding rate set by the State of California. This Memorandum of Understanding shall be in effect from July 1, 2021 to June 30, 2024. This term may be adjusted by mutual consent of both parties by execution of a written amendment to the MOU, or if ASES funding is terminated by the State of California. Upon expiration, this agreement shall continue until either party terminates this agreement by providing written notice to the other party at least 60 days prior to the desired date of termination. If contract is terminated, the contractor will be paid for all work completed.

- III. **Goals of the Program:** The goals of the COOL School programs are...
 - Goal One:** To train staff to effectively support and manage a daily classroom of students, following a structured daily schedule.
 - Goal Two:** To provide a physically and emotionally safe environment for students during after school hours.
 - Goal Three:** To engage students daily in a variety of activities including homework support, physical education, SEL learning, and STEAM activities.
 - Goal Four:** To show school and parent support and effectiveness via annual / biannual surveys.

- IV. **Description of Services:** **NCOE** will recruit, screen, enroll, orient, and train After School Classroom Leaders to work with students in the COOL School after school programs at Bellevue, Kawana, Meadow View, and Taylor Mountain. **NCOE** will provide 4 COOL School classes per site, at 20 students each, per the ASES grant requirements. Additional COOL School classes will be billed to **BUSD** at a rate of \$2,800.00 per month. **NCOE** will ensure proper staffing to meet and maintain the ADA (average daily attendance) of approximately 84 students per school site. A full-time Site Supervisor (1 at each elementary school) will be responsible for the effective implementation of both programs.

It is agreed that BUSD will provide \$534,808.31 per annum for the following:

- Site Supervisors and Classroom Leaders for Bellevue, Kawana, Meadow View, and Taylor Mountain schools to run the COOL School services outlined below
1. Provide the following as in kind match:
 - Principal or Administrator leadership, 1 per school X 4 schools
 - Office supplies, machine rental, repair contracts, printing, duplication services, phone and fax services, etc.
 - Fridge and freezer space, along with dry food storage space, near the student eating area
 - Student special needs services and support, technology support, and access to student assessments
 - On-site supplies (pens, pencils, paper, markers, folders, stickers, white boards, etc) and school T-shirts for staff
 - Janitorial services
 2. Provide a classroom at each site for the COOL School program. Ensure the after school program has access to classrooms/facilities as necessary to support the students in the program.
 3. Meet regularly with the Site Supervisor at the school site and twice per year with the Program Manager to collaborate, review evaluation results, and set goals for continuous improvement.

It is agreed that COOL School, NCOE will ...

1. Invoice **BUSD**, on a quarterly schedule referencing the provided PO or payment reference number.
2. Recruit, screen, hire, assign and orient a full-time Site Supervisor per elementary school to provide leadership for the programs.
3. Recruit, screen (including TB and DOJ/FBI), enroll, assign, and orient Classroom Leaders. Classroom Leader numbers and weekly hours may change due to the COVID 19 pandemic and modified school structure.
4. Recruit one teacher at each elementary school site to be a “Teacher Liaison” for the program (serving approximately 4 hours per month) and provide them a stipend of \$2,000 per person per year.
5. Develop training program and manual for staff to include school site information, information about their employment, how children learn, classroom and behavior management, homework support, and effective enrichment activities.
6. Provide ongoing training and professional development opportunities throughout the year.
7. Provide reflection opportunities for staff to encourage personal growth and continuous improvement among staff.
8. Promote the project at **NCOE**, elementary schools, local colleges & universities, and in the community at large.
9. Provide support for Site Supervisors and Classroom Leaders to assist in the coordination of the programs.

- 10. Provide evaluation services for the program which include analysis of standardized test scores for participating children, development and analysis of a teacher survey based on state standards, and analysis of student and parent surveys.
- 11. Provide assistance in the completion of all required reports.
- 12. Collaborate with school sites to implement parent education and service programs in conjunction with the after school programs.

V. Indemnification: Bellevue Union School District shall indemnify, defend and hold harmless Napa County Office of Education, its trustees, officers, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission by the Bellevue Union School District, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the NCOE.

In witness whereof, this agreement has been executed by the parties hereto:

DocuSigned by:
David Alexander
F9130FFB54834D3...

David Alexander, Superintendent
Bellevue Union School District

^{DS}
AK

^{DS}
CK

6/24/2021

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

COOL School After School Policies

Discipline Policy & Procedures

The same behavior rules and guidelines in place during the regular school day also apply to the After School Program. Students are expected to BE RESECTFUL, BE RESPONSIBLE, AND BE SAFE at all times. When situations arise where rules and guidelines are not being met, the following behavior system is in place.

Behavior Consequences:

1. Verbal Warning
2. Time Out / Think Tank
3. Discipline Notice sent home
4. Students who receive two discipline notices will not be allowed to attend the After School program for a day.
5. Following two occasions in which a student is suspended from the program, the student will be considered for removal from the After School program.

Please note that serious offenses, such as fighting, attempting to harm, or threatening another person will result in a Discipline Action Report, and immediate suspension and/or removal from the program.

Attendance Policy & Procedures

Student safety is paramount in the after school program, beginning with daily student attendance tracking. At the start of each day, attendance is taken using the sign-in/out forms. Students are expected to attend the program daily for the full duration of the program. Parents are expected to notify the site if the child will not attend for any reason or if there is a change in pick up time.

Every day, program staff requests a daily attendance report from the school office to determine which students are absent from the regular school day. After the after school program begins, program staff will compare the after school sign-in/out form with the office report. If a child has attended the regular school day, but does not report to the after school program, the following actions will be taken to determine the whereabouts of the student:

1. Call the office to see if the child was signed out of school early due to illness/appointment.
2. Call the regular day teacher for information about the student's dismissal.
3. If applicable, radio the bus driver to see if the child got on the bus.
4. Call the parent, alerting them that the child did not sign in to the after school program.
5. Call emergency contacts only if parents cannot be reached, alerting them that the child did not sign in.
6. Notify school administrators the child is missing, the sheriff will be called.
7. Call the sheriff and report the child missing.

Sign In/Out and Early Release Policy

Students can be released only to persons listed on the child’s emergency form. Any unfamiliar individuals will be asked to show identification. Students are allowed to sign themselves out if permission is indicated on the student’s emergency form, or a signed note from a parent or guardian is received. Students who are picked up before 6:00pm require a reason noted on the sign out form. Reasons for early release include the following, and are noted on the After School sign-out sheet:

- 1. Transportation necessity
- 2. Family needs
- 3. Parallel activities as determined by school administration or parent
- 4. Necessary appointments
- 5. Health or behavior as identified by COOL School staff or parent
- 6. Weather and safety

Student Absences

Students who fail to attend regularly or who leave early frequently will be considered for dismissal. Program staff will consult with parents, teachers, and administrators prior to dismissing any students for absenteeism. Accommodations will be made for students with extenuating circumstances. When all avenues have been exhausted, services can be terminated for the following reasons:

Five (5) absences during a calendar month without notification

Five (5) consecutive days without notification by parents/guardians

Volunteer Policy

Community volunteers will be engaged in the after school program to provide additional support to the COOL School staff and mentorship to the students. COOL School will abide by the policy of the Bellevue School District with regard to volunteers. Volunteers will be under the supervision of COOL School staff at all times. Volunteers will pass a full background check and will be in presence of staff who have cleared a full background check at all times. Volunteers will complete a program application and be interviewed by a member of the COOL School staff to determine their interest and eligibility for participation.

I agree that the policies listed above will be in effect for the COOL School programs.

DocuSigned by:
David Alexander
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DS
AR DS
CK

6/24/2021

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date


Data Use Agreement

This serves as an agreement for data use between the COOL School programs of the Napa County Office of Education “provider” and the Bellevue Union School District “owner”. The purpose of this agreement is to permit the owner to share student information with the provider. The owner agrees to share student information with provider under the following agreement:



1. Provider shall only request student information that is required for its funding reporting requirements or for its legitimate review of its educational programs.
2. Provider shall only use student information for reporting and analysis purposes.
3. Provider is prohibited from sharing student information with any person or organization that provider does not report to.
4. Provider shall maintain the confidentiality of student information, even within its own organization. Only those individuals who are responsible for reporting and/or analysis may have access to student information provided by owner.

Either party to this agreement may rescind this agreement by making this request in writing to the other party. This agreement shall be considered null and void immediately upon the receipt of the other party’s request to rescind this agreement.

The agreements made under this agreement shall be in place until unless either party rescinds as provided above.

DocuSigned by:

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 David Alexander, Superintendent
 Bellevue Union School District

^{DS}

^{DS}


6/24/2021

 Date

 Joshua Schultz, Deputy Superintendent
 Napa County Office of Education

 Date

Use of Facilities Agreement

This Use of Facilities Agreement (“Agreement”) is entered into by Bellevue Union School District (“District”) and the Napa County Office of Education (“Agency”). The Agency has requested, and the District has approved, the Agency’s use of school facilities at no cost, including restroom and parking facilities (“Facilities”), for the purpose(s) of operating the COOL School after school programs, a use and relationship authorized under Education Code Section 10900, et. seq. Neither the Agency, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from July 1, 2021 to June 30, 2024. Upon expiration, this agreement shall continue unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the Agency, as evidenced by a jointly executed writing. Such use shall not interfere with the District’s ability to carry on educational activities, interfere with the District’s ability to carry on recreational activities, or interfere with other potential users’ authorized right to use District property, including the Facilities covered by this Agreement.

At all times, the Agency, and its guests and invitees at the Facility, shall comply with the District’s rules, regulations, and policies, copies of which are deemed to have been provided to the Agency prior to the execution of this Agreement. The Agency and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District’s employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The Agency is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests invitees, participants, and guests, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

Agency shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the Agency’s intended use of the Facilities. Agency shall ensure that the District’s property is not altered, modified or changed in any manner absent the District’s express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement.

The District shall ensure that the Facilities are timely and properly made available for use at no cost to the Agency. The Agency waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the Agency’s property. The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District’s Facilities. The District shall defend and indemnify the Agency, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision.

The Agency shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of the Agency's use of the Facilities. The Agency shall defend and indemnify the District, and its agents and employees should a Claim be made for which the Agency is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision.

DocuSigned by:
David Alexander
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6/24/2021

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

BELLEVUE MEMORANDUM OF UNDERSTANDING 7/01/21-6/30/24

This is a Memorandum of Understanding between the Expanded Learning AmeriCorps program at Napa County Office of Education (**NCOE**) and the Bellevue Union School District (**BUSD**).

It is expressly understood and agreed by **NCOE** and **BUSD** as follows:

- I. Purpose: The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the Expanded Learning AmeriCorps program.
- II. Term: The total funding provided by this MOU is **\$84,000.00 per annum**. This Memorandum of Understanding shall be in effect from July 1, 2021 - June 30, 2024. This term may be adjusted by mutual consent of both parties by execution of a written amendment to the MOU. Upon expiration, this agreement shall continue until either party terminates this agreement by providing written notice to the other party at least 60 days prior to the desired date of termination. If contract is terminated, the contractor will be paid for all work completed.
- III. Goals of the Program: The goals of the Expanded Learning AmeriCorps program are...
 - Goal One: To show improvement in reading achievement by children participating in the reading tutoring program.
 - Goal Two: To engage students in active recess games and activities.
 - Goal Three: To show an increase in skill development for AmeriCorps members.
- IV. Description of Services: The Expanded Learning AmeriCorps program will recruit, screen, enroll, orient, and train AmeriCorps Mentors to work at Bellevue, Kawana, Meadow View, and Taylor Mountain Elementary Schools. Three full time AmeriCorps Mentors will be assigned to each elementary school site to run the tutoring and active recess programs and support the daily COOL School program. A full time Site Supervisor (1 at each elementary school) will be responsible for the effective implementation of the program.

It is agreed that BUSD will provide \$84,000.00 per annum for the following:

- 12 full time AmeriCorps Mentors who complete at least 25% of their contracted hours and serve to provide tutoring, active recess, and COOL School support to all district elementary students.
1. Provide the following as in kind match:
 - Principal or Administrator leadership, 1 per school X 4 schools
 - Office supplies, machine rental, repair contracts, printing, duplication services, phone and fax services, etc.
 - Special needs services, technology support and staff support for student assessments
 - On-site supplies (pens, pencils, paper, markers, folders, stickers, white boards, etc) and school T-shirts for members
 2. Provide a classroom for the COOL School and Expanded Learning AmeriCorps programs.
 3. Meet regularly with the Site Supervisor at the school site and twice per year with the Program Manager to collaborate, review evaluation results, and set goals for continuous improvement.

It is agreed that Expanded Learning AmeriCorps, NCOE will ...

1. Invoice **BUSD**, on a quarterly schedule referencing the provided PO or payment reference number.
2. Recruit, screen, hire, assign and orient a full-time Site Supervisor per elementary school to provide leadership for the programs.
3. Recruit, screen (including TB and DOJ/FBI), enroll, assign, and orient 12 AmeriCorps Mentors (serving from 8:00 – 6:00 daily)
4. Coordinate the payment and tracking of AmeriCorps members in the completion of their service hours and receipt of their education award.
5. Develop training program and manual for AmeriCorps Mentors to include school site information, information about their employment, how children learn, active recess games and facilitation, classroom and behavior management, homework support, and training on the tutoring program and curriculum.
6. Provide ongoing training and professional development opportunities throughout the year.
7. Provide reflection opportunities for mentors to encourage personal growth and continuous improvement among staff.
8. Promote the project at **NCOE**, elementary schools, local colleges & universities, and in the community at large.
9. Provide support for Site Supervisors and AmeriCorps members to assist in the coordination of the programs.
10. Provide evaluation services for the program which include analysis of standardized test scores for participating children, development and analysis of a teacher survey based on state standards, development and analysis of tutor satisfaction survey, and analysis of volunteer hours at the schools.
11. Provide assistance in the completion of all required reports.

- V. Indemnification: **BUSD** shall indemnify, defend and hold harmless **NCOE**, its trustees, officers, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission by **BUSD**, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the **NCOE**.

In witness whereof, this agreement has been executed by the parties hereto:

<p>DocuSigned by: <i>David Alexander</i> F0130FFB54034D3...</p>	<p>DS <i>AR</i></p>	<p>DS <i>CK</i></p>	<p>6/24/2021</p>
<p>_____ David Alexander, Superintendent Bellevue Union School District</p>			<p>_____ Date</p>
<p>_____ Joshua Schultz, Deputy Superintendent Napa County Office of Education</p>			<p>_____ Date</p>


Data Use Agreement

This serves as an agreement for data use between the Expanded Learning AmeriCorps program of the Napa County Office of Education “provider” and the Bellevue Union School District “owner”. The purpose of this agreement is to permit the owner to share student information with the provider. The owner agrees to share student information with provider under the following agreement:



1. Provider shall only request student information that is required for its funding reporting requirements or for its legitimate review of its educational programs.
2. Provider shall only use student information for reporting and analysis purposes.
3. Provider is prohibited from sharing student information with any person or organization that provider does not report to.
4. Provider shall maintain the confidentiality of student information, even within its own organization. Only those individuals who are responsible for reporting and/or analysis may have access to student information provided by owner.

Either party to this agreement may rescind this agreement by making this request in writing to the other party. This agreement shall be considered null and void immediately upon the receipt of the other party’s request to rescind this agreement.

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 David Alexander, Superintendent
 Bellevue Union School District

6/24/2021

 Date

 Joshua Schultz, Deputy Superintendent
 Napa County Office of Education

 Date

Use of Facilities Agreement

This Use of Facilities Agreement (“Agreement”) is entered into by Bellevue Union School District (“District”) and the Napa County Office of Education (“Agency”). The Agency has requested, and the District has approved, the Agency’s use of school facilities at no cost, including restroom and parking facilities (“Facilities”), for the purpose(s) of operating the Expanded Learning AmeriCorps tutoring and mentoring services during the school day and during after school programming, a use and relationship authorized under Education Code Section 10900, et. seq. Neither the Agency, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from July 1, 2021 to June 30, 2024. Upon expiration, this agreement shall continue unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the Agency, as evidenced by a jointly executed writing. Such use shall not interfere with the District’s ability to carry on educational activities, interfere with the District’s ability to carry on recreational activities, or interfere with other potential users’ authorized right to use District property, including the Facilities covered by this Agreement.

At all times, the Agency, and its guests and invitees at the Facility, shall comply with the District’s rules, regulations, and policies, copies of which are deemed to have been provided to the Agency prior to the execution of this Agreement. The Agency and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District’s employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The Agency is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests invitees, participants, and guests, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

Agency shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the Agency’s intended use of the Facilities. Agency shall ensure that the District’s property is not altered, modified or changed in any manner absent the District’s express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement.

The District shall ensure that the Facilities are timely and properly made available for use at no cost to the Agency. The Agency waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the Agency’s property. The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District’s Facilities. The District shall defend and indemnify the Agency, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is financially responsible to an injured individual or

individuals, or injury or damage to physical property, pursuant to this provision.
The Agency shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of the Agency's use of the Facilities. The Agency shall defend and indemnify the District, and its agents and employees should a Claim be made for which the Agency is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision.

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David Alexander
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6/24/2021

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2021, between the BELLEVUE UNION SCHOOL DISTRICT("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Bellevue Union School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 06/29/2021



Lozano Smith

ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE FOR BELLEVUE UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

BUSD June 30, 2021 Board Meeting Minutes

1. Open Session 5:30 P.M.
 - 1.1. The Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 5:37 by Trustee Adele Walker, Video Teleconference Streamed Live Via YouTube Live on the BUSD Homepage.
 - 1.2. Public Comment On Closed Session: N/A
2. Adjourn To Closed Session: 5:38 P.M.
 - 2.1. Closed Session Agenda
 - 2.1.1. Consideration of Student Matter – Confidential Matter Involved §35146
 - 2.1.1.1. Interdistrict Attendance Permit Appeals
3. Reconvene To Regular Session: 6:15 P.M.
 - 3.1. Flag Salute: Stephanie Merrida-Grant led the flag salute.

Members Present: Adele Walker, Jamie Padilla, Stephanie Merrida-Grant, Lisa Reyes and David Alexander

Members Absent: John Jarvis

Late Arrivals: None

Early Departures: None

District Office Staff Present: David Alexander, Moriah Hart, Chris Kim, Roger Farrell, Jose Santamaria

Others Present: See sign in sheet
 - 3.2. Report on Previous Closed Session
 - 3.2.1. Public Employee Performance Evaluation § 54957
 - 3.2.1.1. Superintendent

Each year the Board is required to determine if the Superintendent's job performance is satisfactory or unsatisfactory. During closed session on May 27, 2021, the Board unanimously determined by an affirmative vote of all board members present that the Superintendent's job performance evaluation for the 2020-20201 school year was satisfactory.
 - 3.3. Consider Agenda Adjustment Add "Report on closed session" as the next item on the agenda
 - 3.4. Report on Closed Session Interdistrict appeal denied

BUSD June 30, 2021 Board Meeting Minutes

3.5. Public Comment: None

4. Informational

- 4.1. Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations 1st Reading, David Alexander, Ed.D., Superintendent
- 4.2. Quarterly Facility Update, Roger Farrell, Director of Maintenance & Operations
- 4.3. Kawana Springs Modernization Report, Don Tomasi, Design Principal, TLCDArchitecture
- 4.4. Planning Update, David Alexander, Ed.D., Superintendent
- 4.5. Local Performance Indicator Report, David Alexander, Ed.D., Superintendent

5. Action

- 5.1. On a motion by Lisa Reyes, second by Jamie Padilla, the Board approved the Declaration of Need for the 2021-22 School Year

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

- 5.2. On a motion by Jamie Padilla, second by Lisa Reyes, the Board approved the Memorandum of Understanding Between Bellevue Union School District and California School Employees Association and its Bellevue Chapter No. 501 Regarding Extending the 2020-2021 10 Month Employee Work Calendar

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

- 5.3. On a motion by Stephanie Merrida-Grant, second by Lisa Reyes, the Board approved the 2021-2024 Local Control Accountability Plans (LCAP) for Bellevue Union School District

Action: Approved

Vote	4	Ayes
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BUSD June 30, 2021 Board Meeting Minutes

	0	Noes
	1	Absent: John Jarvis

5.4. On a motion by Jamie Padilla, second by Stephanie Merrida-Grant, the Board approved the 2021/22 LCAP Federal Addendum

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

5.5. On a motion by Jamie Padilla, second by Lisa Reyes, the Board approved the 2019/20 Local Control Accountability Plans (LCAP) Annual Update/Learning Continuity Plan Annual Update

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

5.6. On a motion by Jamie Padilla, second by Stephanie Merrida-Grant, the Board approved the FY 2021-22 LCFE Budget Overview for Parents

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

5.7. On a motion by Stephanie Merrida-Grant, second by Lisa Reyes, the Board approved the FY 2021-22 Budget and Statement of Reserves for Bellevue Union School District

Action: Approved

Vote	4	Ayes
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BUSD June 30, 2021 Board Meeting Minutes

	0	Noes
	1	Absent: John Jarvis

- 5.8. On a motion by Lisa Reyes, second by Jamie Padilla, the Board approved the FY 2020/21 AB1200 Disclosure(s) as Required by Government Code Section 3547.5 and the California Code of Regulations Title V, Section 15449

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

- 5.9. On a motion by Jamie Padilla, second by Lisa Reyes, the Board approved the Superintendent's Employment Agreement and Evaluation

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

Superintendent Alexander's current employment agreement approved in January 2020 by the Board provides that upon the receipt of a satisfactory evaluation and Board action in open session, and provided that BEA and CSEA salary schedules are not frozen for the same fiscal year, the Superintendent shall move one step on the Superintendent salary schedule. Accordingly, effective July 1, 2021, the Superintendent's annual base salary shall be \$200,862.

- 5.10. On a motion by Jamie Padilla, second by Lisa Reyes, the Board approved the Tentative Agreement between Bellevue Union School District (BUSD) and the California School Employees Association (CSEA) Resolving FY 2020/21 & FY 2021/22 Negotiations

Action: Approved

Vote	4	Ayes
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BUSD June 30, 2021 Board Meeting Minutes

	0	Noes
	1	Absent: John Jarvis

- 5.11. On a motion by Lisa Reyes, second by Jamie Padilla, the Board approved the Revised Salary Schedules for FY 2020-21 and FY 2021-22 for Certificated, Classified, Confidential, Certificated Administration, Classified Administration, and Superintendent

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

- 5.12. On a motion by Jamie Padilla, second by Stephanie Merrida-Grant, the Board approved Resolution No. 15 Authorizing the Establishment of Fund 08, Student Activity Special Revenue Fund

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

- 5.13. On a motion by Lisa Reyes, second by Stephanie Merrida-Grant, the Board approved Resolution No. 16 Authorizing the District to Contract with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for Fiscal Year 2021-22.

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

- 5.14. Ratification of Bills and warrants

Payroll Totals

BUSD June 30, 2021 Board Meeting Minutes

Regular Payroll 5/30/2021

Certificated:	\$726,799.68
Classified:	\$259,004.87
Total:	\$985, 804.55

Supplemental Payroll 6/10/2021

Certificated:	\$50,205.98
Classified:	\$19,534.48
Total:	\$69,740.46

Manual Payroll 6/17/2021

Certificated:	\$0
Classified:	\$2,406.00
Total:	\$2,406.00

Total: \$1,057,951.01

Accounts Payable Totals:

Fund Description	Expensed Amount
01 General Fund	332,556.90
12 Child Dev Fund	101,700.10
13 Cafeteria Fund	73,181.60
21 Building Fund	420,685.51
<u>25 Cap Facilities Fund</u>	<u>3,660.58</u>
Total Payables	\$931,784.69

On a motion by Lisa Reyes, second by Jamie Padilla, the Board ratified the Bills and Warrants.

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Absent: John Jarvis

6. Consent Calendar

- 6.1. Surplus Technology Equipment
- 6.2. Surplus Maintenance Vehicles

BUSD June 30, 2021 Board Meeting Minutes

- 6.3. Agreement between BUSD and North Coast School of Education (NCSOE) for Credentialing Services 2021-22
- 6.4. Service Agreement with Red Light Learning for Translation Services for 2021-22
- 6.5. Board Meeting Minutes
 - 6.5.1. Special Board Meeting Minutes June 1, 2021
 - 6.5.2. Special Board Meeting Minutes May 27, 2021
 - 6.5.3. Regular Board Meeting Minutes May 18, 2021
- 6.6. Interdistrict Requests 2020-21
- 6.7. Interdistrict Requests 2021-22
- 6.8. Personnel Activity Log

On a motion by Stephanie Merrida-Grant, second by Jamie Padilla, the Board approved the Consent calendar

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

7. Reports

7.1. California School Employees Association, Chapter 501
N/A

7.2. Bellevue Education Association
N/A

7.3. Principal Report
N/A

7.4. Board Reports/Board Items
Adele Walker and the board presented Superintendent Alexander with a card to express their appreciation of the work he has done.

Stephanie Merrida-Grant mentioned the excellent working relationship the board members have with each other and Dr. Alexander. We don't always agree on everything, but we're all here to support our students and their success.

7.5. Superintendent Report

7.5.1. Enrollment Update

Dr. Alexander expressed his appreciation regarding his excellent working experience with our school board and celebrated the end of a successful fiscal year and all the work related to our last year.

8. Planning

BUSD June 30, 2021 Board Meeting Minutes

July 20, 2021	Regular Board Meeting	5:30 pm	To be live streamed on zoom, linked on the District's Homepage: www.bUSD.org
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9. ~~Returned to Closed Session~~

Open Session Adjournment Time: 7:41 pm

Respectfully Submitted,

By David Alexander, Ed.D.
Secretary to the Board and
District Superintendent

Board Signature: _____ Date: _____

Bellevue Union School District
Board Meeting
Wednesday June 30, 2021
Sign-in Sheet

Name	School Site/Community Member
1	Roger Farrell
2	Don Tomasi
3	Sosi Santunarin
4	
5	
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BUSD June 29, 2021 Board Meeting Minutes

1. Open Session 6:00 P.M.

1.1. The Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 6:04 by Trustee Adele Walker, Video Teleconference Streamed Live Via YouTube Live on the BUSD Homepage.

1.2. Flag Salute: Jaimee Padilla led the flag salute.

Members Present: Adele Walker, Jamie Padilla, Lisa Reyes, and David Alexander

Members Absent: Stephanie Merrida-Grant, John Jarvis

Late Arrivals: None

Early Departures: None

District Office Staff Present: David Alexander, Moriah Hart, Chris Kim, Jose Santamaria

Others Present: See zoom screen shot

1.3. Consider Agenda Adjustment NA

1.4. Public Comment: None

2. Informational

2.1. FY 2021-22 Budget and Statement of Reserves for Bellevue Union School District

2.2. FY 2021-22 Budget Overview for Parents

3. Hearing

3.1. FY 2021-22 Budget, Statement of Reserves, and Budget Overview for Parents for the Bellevue Union School District

3.2. 2021-2024 Local Control Accountability Plans (LCAPs) for Bellevue Union School District

4. Planning

June 30, 2021	Regular Board Meeting	5:30 pm	To be live streamed on zoom, linked on the District's Homepage: www.bUSD.org
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BUSD June 29, 2021 Board Meeting Minutes

Open Session Adjournment Time: 6:51 pm

Respectfully Submitted,

By David Alexander, Ed.D.
Secretary to the Board and
District Superintendent

Board Signature: _____ Date: _____

06.29.2021 Board Meeting –Attendance

BELLEVUE UNION SCHOOL DISTRICT

	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Projection</i>	<i>Projection</i>
BUSD	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Total Enrollment (w/COE)	1,652	1,628	1,555	1,515	1,483	1,483
Funded ADA	1,640	1,557	1,548	1,545	1,441	1,441

	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Projection</i>	<i>Projection</i>
BUSD	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Cost of Living Adjustment	3.70%	3.20%	0.00%	5.07%	2.48%	3.11%
Increase to Salary Schedules	4.00%	4.00%	5.00%	4.00%	TBD	TBD

Enrollment and COLA

Participants (10)

Panelists (6)
Attendees (4)

- Moriah Hart, Execu... (Co-host, me) 🔊 🗨️
- Jose Santamaria (Host) 🔊 🗨️
- Chris Kim - CBO 🟢 🔊 🗨️
- Jose Santamaria (Co-host) 🗨️
- Spanish interpre... (Interpreter) 🇪🇸 🔊 🗨️
- Spanish Interpre... (Interpreter) 🇪🇸 🔊 🗨️

Invite
Mute All
...

Chat

And that was the California Department of Education way of ensuring that school districts were not penalized.

06.29.2021 Board Meeting –Attendance

Zoom Webinar

	Actual			Budget	Projection	
	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
BUSD						
Total Enrollment (w/COE)	1,652	1,628	1,555	1,515	1,483	1,483
Funded ADA	1,640	1,557	1,548	1,545	1,441	1,441

	Actual			Budget	Projection	
	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
BUSD						
Cost of Living Adjustment	3.70%	3.26%	0.00%	5.07%	2.48%	3.11%
Increase to Salary Schedules	4.00%	4.00%	5.00%	4.00%	TBD	TBD

Enrollment and COLA

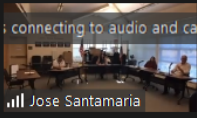
funded ada reflects the actual enrollment, we have at that point in time. And so because our current enrollment.

— □ ×

Participants (10)

Panelists (6) Attendees (4)

- BJ** Becca Julian
- KM** Karen M
- TG** teresa gomez
- VT** Victoria Tuscano



Lower All Hands

Chat

Bellevue Union School District Personnel Activity Log

For the period: June 30, 2021 to July 20, 2021

Date of Board Approval: July 21, 2021

Hiring

Classified:

1. Cielo Luna, 0.625FTE Special Education Instructional Aide, Meadow View Elementary
Effective: 2021-2022 School Year
2. Michelle Arteaga, 0.75FTE Special Education Instructional Aide, Kawana Springs Elementary
Effective: 2021-2022 School Year
3. Sarah Jonas, 0.625FTE Special Education Instructional Aide, Kawana Springs Elementary
Effective: 2021-2022 School Year

Change of Contract

Classified:

1. Donna Rinnels, 0.81250FTE School Cook, Meadow View Elementary
(Previously 0.625FTE Instructional Aide and 0.06250 Student Supervisor, Meadow View Elementary)
Effective: 2021-2022 School Year

Resignations:

Nothing to report at this time

Retirements:

1. Dorothy Schroeder, 1.0FTE Classroom Teacher, Taylor Mountain Elementary
Effective: 07/31/2021