



**BELLEVUE
UNION**
SCHOOL DISTRICT

N O T I C E

**BOARD MEETING OF THE BELLEVUE UNION SCHOOL
DISTRICT BOARD OF TRUSTEES WILL BE HELD ON Tuesday
June 18, CLOSED SESSION 5:30PM & OPEN SESSION AT 6:00PM AT
THE BELLEVUE UNION SCHOOL DISTRICT, OFFICE 3150
EDUCATION DR, SANTA ROSA, CALIFORNIA.**

DATED: June 14, 2019

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

POSTED: June 14, 2019

Posted: June 3, 2019

Bellevue Union School District

Notice of Public Hearing

A public hearing will be held by the Governing Board of the Bellevue Union Elementary School District at a special board meeting in which the Board will consider a resolution implementing school facilities fees in accordance with Education Code Section 17620.

- A. Date: Tuesday, June 18, 2019
- B. Time: 6:00 P.M.
- C. Location: Bellevue Union School District Office
3150 Education Drive
Santa Rosa, CA. 95407

Information may be reviewed in the Bellevue School District Office between the hours of 8:00 a.m. to 4:00 p.m., Monday thru Friday.

David Alexander, Ed.D.
District Superintendent

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Sonoma

I am a citizen of the United States and a resident of the county aforesaid: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of The Press Democrat, a newspaper of general circulation, printed and published DAILY IN THE City of Santa Rosa, County of Sonoma; and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sonoma, State of California, under the date of November 29, 1951, Case number 34831, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

The Press Democrat - Legal Notices

6/3-6/3/19

I certify (or declare) under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

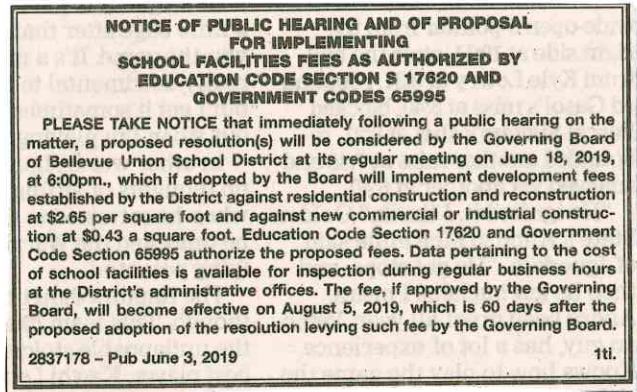
Dated at Santa Rosa, California, on

6/3/19

[Handwritten signature]

This space for County clerk's Filing Stamp

Proof of Publication of



BELLEVUE UNION SCHOOL DISTRICT
Regular Board Meeting
BUSD District Office
3150 Education Dr, Santa Rosa, CA 95407
Tuesday June 18, 2019

AGENDA

1. Call To Order 5:30 PM

1.1. Public Comment on Closed Session Agenda

*The Public is invited to address the Board regarding items that are on the Closed Session Agenda. Speakers are limited to 3 minutes each. Because this is the time for the public to comment it is our time to hear from you. Although the Board will not respond we want you to know that we are listening to you carefully.*Adjourn To Closed Session

2. Adjourn To Closed Session

2.1. Closed Session Agenda

2.1.1. Public Employment §54957

2.1.2. Conference With Labor Negotiator §54957.6

2.1.2.1. BEA

3. Reconvene to Open Session 6:00 PM

3.1 Flag Salute

3.2 Report on Closed Session

3.3 Consider Agenda Adjustment

3.4 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 speak should complete a Speaker's Card and present it to the Board Secretary. After receiving recognition from the President, please stand and address the Board. Because this is the time for the public to comment it is our time to hear from you. Although Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments we want you to know that we are listening to you carefully.

4. Public Hearing

4.1. Developer Fee Study 2018-19

- 4.2. Accounting of Developer Fees
5. Introduction
 - 5.1. New Principal & Director of Student Services
6. Discussion/Action Item
 - 6.1. Board Members will interview applicants for provisional appointment to Governing Board (to fill the vacancy created by Juana Garcia's resignation):
 - 6.1.1. Applicants
 - 6.1.1.1. Michael Liotta
 - 6.1.1.2. Jamie Padilla
 - 6.2. The Board will discuss and review the qualifications of the applicants interviewed for the Provisional Board Appointment (Gov. Code 54954.5)
 - 6.3. Appointment of a Provisional Board Trustee
 - 6.3.1. Oath of Office
7. Information/Discussion
 - 7.1. Bond/Parcel Tax survey results presentation
 - 7.1.1. Isom Advisors will be present to go over the results of the community survey as well as discuss next steps
8. Action
 - 8.1. Consider Approval of Resolution No. 17 - Bellevue Union School District Accounting of Developer Fees for the 2018-19 Fiscal Year
 - 8.2. Consider Approval of Resolution No. 18 - Increase of School Facilities Fees as Authorized by Government Code Section 65995 (b) 3
 - 8.3. Consider Approval of 2018-2020 Local Control Accountability Plans (LCAPs) for Bellevue Union School District
 - 8.4. Consider Approval of 2019-20 Budget and Statement of Reserves for Bellevue Union School District
 - 8.5. Consider Approval of Certification of the Spring 2019 Consolidated Application for Funding of Categorical Aid Programs
 - 8.6. Ratification of Bills and Warrants
9. Consent Calendar
 - 9.1. Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations 2nd Reading (1st Reading 05.21.19)
 - 9.2. Board Meeting Minutes
 - 9.2.1. Regular Board Meeting Minutes May 21, 2019
 - 9.3. Annual Renewals of Technology Contracts
 - 9.3.1. Aeries
 - 9.3.2. Blackboard
 - 9.3.3. Dreambox
 - 9.3.4. ESGI

- 9.3.5. Hapara
- 9.3.6. Illuminate
- 9.3.7. Mystery Science
- 9.3.8. Renaissance
- 9.4. Interdistrict Requests 2018-19
- 9.5. Interdistrict Requests 2019-20
- 9.6. Personnel Activity Log

10. Discussion/Action:

- 10.1. Utilization of District Facilities

11. Reports

- 11.1. California School Employees Association, Chapter 501
- 11.2. Bellevue Education Association
- 11.3. Principal Reports
- 11.4. Board Reports/Board Items
- 11.5. Superintendent Report

12. Planning

July 16, 2019	Regular Board Meeting	5:30 pm	BUSD District Office
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13. 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)*

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

Notice of Appointment of Governing Board Member

Santa Rosa (City) California

06/18//19 (date)

To: Sonoma County Superintendent of Schools

From: Bellevue Union School District (District)

THIS IS TO CERTIFY that in accordance with the provisions of the Education Code of California, the Governing Board of the Bellevue Union School District of Sonoma County, California at a regular meeting held on 06/18/19 (date)

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

Clerk or Secretary of the Governing Board

For County Office Use:

Registration check _____
(date and initials)

Appointment entered in record: _____
(date and initials)

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

Oath of Office

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

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

Signed _____

Mailing Address

State of California
County of Sonoma

Subscribed and sworn (or affirmed) before me this 18th day of June 2019

By _____
Signature of Person Administering Oath

All code section references are to the California Elections Code unless stated otherwise.

Bellevue Union School District

Agenda Item for Board Meeting of June 18, 2019

Agenda Category: Review and Action

Agenda Item Title: Approval of Resolution No. 17 - Bellevue Union School District Accounting of Developer Fees for the 2018-19 Fiscal Year

Prepared By: Chris J. Kim, Chief Business Official

Background:

Any developer constructing a residential or commercial project over 500 square feet inside the BUSD boundaries, as a requirement by the building department for a building permit, must pay the District developer fees. These fees are paid to the District to support the financing of additional school facilities the District would need to build to support the population growth associated with the new developments.

Government Code requires School Districts to provide an annual developer fees accounting report and for it to be made available to the public no later than December 29, 2019. This information must then be reviewed by the School Board at its regularly scheduled Board meeting held no earlier than 15 days after it becomes available to the public.

Recommended Action:

It is recommended that the Board of Trustees approve Resolution No. 17 - Bellevue Union School District Accounting of Developer Fees for the 2017-18 Fiscal Year

Supporting Documents:

Resolution No. 17 - Bellevue Union School District Accounting of Developer Fees for the 2017-18 Fiscal Year

Exhibit A To Resolution Regarding Accounting of Development Fees

RESOLUTION No. 17 OF THE GOVERNING BOARD OF THE
BELLEVUE UNION SCHOOL DISTRICT
REGARDING ACCOUNTING OF DEVELOPMENT FEES
FOR 2018-19 FISCAL YEAR
IN THE FOLLOWING FUND OR ACCOUNT
DEVELOPER FEE FUND (NO. 25)
(Government Code sections 66001(d) & 66006(b))

1. Authority and Reasons for Adopting this Resolution.

- A. This District has levied school facilities fees pursuant to various resolutions, and is referred to herein as the School Facilities Fee Resolution” and is hereby incorporated by reference into this resolution. These resolutions were adopted under the authority of Education Code section 17620 (formerly Government Code section 53080). These fees have been deposited in the following fund:

Developer Fee Fund (no. 25)

- B. Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year;
- C. Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings be made available to the public no later than December 29, 2019, that this information be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.
- D. The Superintendent has informed this Board that a draft copy of this Resolution (along with Exhibits A and B which are hereby incorporated by reference into this Resolution) was made available to the public on June 3, 2019. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its School Facilities Fee Resolution.

2. What this Resolution Does.

This Resolution makes various findings and takes various actions regarding the Fund as required by and in accordance with Government Code sections 66001(d) and 66006(b).

3. Findings Regarding the Fund.

Based on all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Fund for the 2018-19 Fiscal Year:

- A. In reference to Government Code section 66006(b)(2), the information identified in section 1 above is correct;
 - B. In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);
 - C. In reference to Government Code section 66001(d)(1), and with respect only to that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified in Exhibit B;
 - D. In reference to Government Code section 66001(d)(2), and with respect only to that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged;
 - E. In reference to Government Code section 66001(d)(3), and with respect only to that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, all of the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified as the use to which the fees are to be put is identified in Exhibit B;
 - F. In reference to Government Code section 66001(d)(4), and with respect only to that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, the approximate dates on which the funding referred to in paragraph E above is expected to be deposited into the appropriate account or fund is designated in Exhibit B; and
 - G. In reference to the last sentence of Government Code section 66006(d), because all of the findings required by that subdivision have been made in the fees that were levied in paragraphs C-F above, the District is not required to refund and moneys in the Fund as provided in Government Code section 66001(e).
4. Superintendent Authorized to Take Necessary and Appropriate Action.

The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

5. Certificate of Resolution.

I, Lisa Reyes, President of the Governing Board of the Bellevue Union School District of Sonoma County, State of California, certify that this Resolution proposed by _____ and seconded by _____, was duly passed and adopted by the Board, at an official and public meeting this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of the
Bellevue Union School District
Sonoma County, California

AnnRptRes/c

Bellevue Union School District

Agenda Item for Board Meeting of June 18, 2019

Agenda Category: Review and Action

Agenda Item Title: Approval of Resolution No. 18 - Increase of School Facilities Fees as Authorized by Government Code Section 65995 (b) 3

Prepared By: Chris J. Kim, Ed.D., Chief Business Official

Background:

Education Code Section 17620 authorizes school districts to levy a fee charge against any development project for the construction or modernization of school facilities provided the District can show justification for levying of fees.

The Bellevue Union School District currently shares developer fees with the Santa Rosa High School District. The developer fee sharing arrangement between the two school districts are currently 70 percent for the elementary school district and 30 percent to the high school district.

In 2016 Bellevue completed its last developer fee justification study and passed a resolution in order to charge developers the current residential fee of \$2.44 (70 percent of \$3.48) per square foot and commercial fee of \$0.39 (70 percent of \$0.56) per square foot.

In January 2018, the State Allocation Board biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

This resolution along with the new Developer Fee study justifying our position to charge these fees will increase our fees to the current allowable rate of \$2.65 (70 percent of \$3.79) per square foot for residential construction and \$0.43 (70 percent of \$0.61) per square foot of commercial / industrial construction.

Recommended Action:

It is recommended that the Board approved Resolution No. 18 - Increase of School Facilities Fees as Authorized by Government Code Section 65995 (b) 3

Supporting Documents:

Resolution No. 18 - Increase of School Facilities Fees as Authorized by Government Code Section 65995 (b) 3

BUSD Developer Fee Study

Exhibit A

To Resolution Regarding Accounting of Development Fees
For Fiscal Year 2018-19 for the following Fund:

DEVELOPER FEE FUND (NO. 25)

Per Government Code section 66001(d)(1)-(4) as indicated:

A. With respect to only that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified as follows:

- Settlement with Burbank Housing Development (Legal)
- Contract with RGM and Associates (Site Consulting)
- Contract with AAA Business Interiors (Offices Reconfiguration)
- Contract with Site Consulting Services (Asphalt Evaluation)
- Contract with Shade Structures, Inc (ELC Shade Structure)
- Contract with Stockdale Consulting (DSA Inspection Services)
- Contract with Wilson Architecture (General Architecture Services)
- Contract with LACO Associates (Welding on Site Inspections)
- Contract with Sonoma County Office of Education (Network Installation)
- Contract with Robert G. Smith (Site Surveys)
- Contract with TLCD Architecture (Stony Point Academy Site Closeout)
- Contract with Ross Recreational Equipment (Turf Repair)

B. See section 3.D of the Resolution.

C. With respect to only that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in paragraph A above are as follows:

\$422,025.90

D. With respect to only that portion of the Fund remaining unexpended at the end of the 2018-19 Fiscal Year, the following are the approximate dates on which the funding referred to in paragraph C above is expected to be deposited into the appropriate account or fund:

July 1, 2019

RESOLUTION NO. 18
A RESOLUTION OF THE GOVERNING BOARD OF THE
BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY
GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 24, 2018, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$3.79 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.61 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of up to \$3.79 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of up to \$0.61 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.61 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.08 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Bellevue Union Elementary School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled June 18, 2019, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated June 3, 2019, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:

A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.

B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;

D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;

E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;

G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;

H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;

I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.

3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of up to \$3.79 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of up to \$0.61 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.61 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.08 per square foot.

4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:

A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.

C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.

5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).

8. Commencement Date. The effective date of this Resolution shall be August 19, 2019 which is 60 days following its adoption by the Board.

9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Sonoma County and to the Planning Commission and City Council of the City of Santa Rosa.

10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Bellevue Union Elementary School District this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board
Bellevue Union Elementary School District

ATTEST:

Secretary, Governing Board
Bellevue Union School District



Level I Developer Fee Study
for
Bellevue Union
School District

June 3, 2019

David Alexander, Ed.D., Superintendent

Board of Trustees

Lisa Reyes, President
John Jarvis, Vice President
Adele Walker, Trustee
Stephanie Merrida-Grant, Trustee

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, CA 95816
916-441-0986

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EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities provided the District can show justification for levying of fees.
- In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.
- The Bellevue Union School District currently shares developer fees with the Santa Rosa High School District. The developer fee sharing arrangement between the two school districts is currently 70 percent for the elementary school district and 30 percent to the high school district.
- The Bellevue Union School District is justified in collecting \$2.65 (70 percent of \$3.79) per square foot for residential construction and \$0.43 (70 percent of \$0.61) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.06 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 41 percent of the cost to construct new facilities.
- The residential justification is based on the Bellevue Union School District's projected modernization need of \$5,148,286 for students generated from residential development over the next 20 years and the projected residential square footage of 1,332,144.
- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of at least \$3.86 ($\$5,148,286 / 1,332,144$).

- The commercial/industrial justification is based on the Bellevue Union School District's projected modernization need of \$241,956 for students generated from commercial/industrial development over the next 20 years and the projected commercial/industrial square footage of 66,607.
- Based on the modernization need for students generated from projected commercial/industrial development and the projected commercial/industrial square footage, each square foot of commercial/industrial construction will create a school facilities cost of at least \$3.63 ($\$241,956 / 66,607$) with the exception of mini storage. The mini storage category of construction will create a school facilities cost of \$0.06 per square foot.

INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level 1 fee to \$1.65 per square foot for residential construction and \$.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.86 per square foot for residential construction and \$.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$0.34 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.24 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.

In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2020 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the *Cresta Bella LP v. Poway Unified School District* (2013 WL 3942961) court Case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

Purpose of Study

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Bellevue Union School District.

SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Bellevue Union School District.

Modernization and Reconstruction

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs, i.e. roofing, plumbing, heating, cooling, dry rot repair, infrastructure improvement, etc. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The authorization to justify modernization and modernization of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g).

Modernization Need

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

Proposed Development

The City of Santa Rosa and County of Sonoma Planning Departments were contacted regarding proposed development within the District's boundary. The City of Santa Rosa provided development information for the Southeast and Southwest portions of the City which are the areas within Bellevue's boundary. According to the City Planning Department, there are currently 309 units proposed for the Southeast area and 590 proposed in the Southwest portion of the City for a total of 899 units which may be constructed within the District's boundaries. The County Planning Department provided information regarding developments located within their jurisdiction. A portion of the County which includes the only current proposed development project within the District's boundary, the Paseo Vista development, was recently incorporated into the City. The County provided information for this project as it was originally located within their jurisdiction. Paseo Vista includes a total of 192 units with 92 located in Bellevue's boundary of which 34 permits have been issued for remaining units of 58. A development summary is included as Appendix C which includes a total of 957 units. The 957 units were included as a conservative number of units which may be constructed in the next 20 years. The School Facility Program allows districts to apply for modernization funding for classrooms over 20 years old, meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 20 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 20 years after their initial modernization. Therefore, the District's modernization needs are considered over a 20 year period, and a 20 year projection has been included in the Study when considering the homes that will generate students for the facilities in question.

Student Yield

To identify the number of students anticipated to be generated by new residential development, a student yield factor of 0.4 has been utilized for the Bellevue Union School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

Construction Cost

The construction cost per K-6 pupil is \$32,706 (Appendix A). Table 1 shows the cost to construct facilities per K-6 pupil.

Grade Level	Construction Costs
K-6	\$32,706

Source: California Department of Education, Jack Schreder & Associates.

Modernization Cost

The cost to modernize facilities is 41.1 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$12,197 per K-6 pupil to construct new facilities and \$4,644 to modernize facilities, which is 38.1 percent ($\$4,644 / \$12,197$) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect’s (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 41.1 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per K-6 pupil is \$32,706 and is outlined in Table 1 and included in Appendix A. Therefore, the per pupil cost to modernize facilities per K-6 pupil is \$13,442 ($\$32,706 \times .411$).

20 Year Modernization Need

The District’s estimated modernization need generated by students generated from new residential development is \$5,148,286. The calculation is included in Table 2.

Table 2:
20 Year Modernization Need

Proposed Development	957
Student Yield	<u>x .4</u>
Students Generated	383
Per Pupil Modernization Cost	\$13,442
Students Generated	<u>x 383</u>
Modernization Need	\$5,148,286

Source: Bellevue Union School District, Office of Public School Construction, and Jack Schreder & Associates.

Residential Development and Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Bellevue Union School District by students generated from new development.

Based on developer fee collection records, residential units average an estimated 1,392 square feet. The 957 current potential units averaging 1,392 square feet totaling 1,332,144 square feet (957 x 1,392) may be constructed in the District over the next 20 years. The amount of residential fees to be collected can be estimated based on the housing unit projections.

Based on the District's modernization need of \$5,148,286 generated by students from residential construction and the total projected residential square footage of 1,332,144, residential construction will create a facilities cost of \$3.86 per square foot. The calculation is included in Table 3. However, the statutory Level I fee for residential construction is \$3.79 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 30 percent

of the fee and the District collects 70 percent of the fee. Therefore, the District is justified to collect \$2.65 (70 percent of \$3.79) per square foot of residential construction.

Table 3: <u>Facilities Cost per SF from Proposed Residential Construction</u>		
Modernization Need	Total Square Footage	Facilities Cost
\$5,148,286	/1,332,144	\$3.86

Source: Bellevue Union School District, Jack Schreder & Associates, Office of Public School Construction.

Commercial/Industrial Development and Fee Projections

In order to levy developer fees on commercial and industrial development, Assembly Bill 181 provides that a district "... must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are based on commercial and industrial factors within the district, as calculated on either an individual project or categorical basis". The passage of Assembly Bill AB 530 (Chapter 633/Statutes 1990) modified the requirements of AB 181 by allowing the use of a set of state-wide employee generation factors. Assembly Bill 530 allows the use of the employee generation factors identified in the San Diego Association of Governments report entitled, San Diego Traffic Generators. This study, which was completed in January of 1990, identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 4.

Table 4 indicates the number of employees generated for every 1,000 square feet of development and the number of district households generated for every employee in 11 categories of commercial and industrial development. The number of district households is calculated by adjusting the number of employees for the percentage of employees that live in the district and are heads of households.

Table 4:
Commercial and Industrial Generation Factors

Type of Development	Employees Per 1,000 Sq. Ft.*	District Households Per Employee**
Medical Offices	4.27	.2
Corporate Offices	2.68	.2
Commercial Offices	4.78	.2
Lodging	1.55	.3
Scientific R&D	3.04	.2
Industrial Parks	1.68	.2
Industrial/Business Parks	2.21	.2
Neighborhood Shopping Centers	3.62	.3
Community Shopping Centers	1.09	.3
Banks	2.82	.3
Agriculture	.31	.51
Average	2.55	.27

* Source: San Diego Association of Governments.

** Source: Jack Schreder and Associates.

Based on data available for the purpose of determining the impact of mini-storage construction on the Bellevue Union School District, it has been determined that mini storage construction has significantly less impact than other commercial/industrial construction. Mini storage construction generates .06 employees per 1,000 square feet of school construction. This information was provided by the San Diego Association of Governments, Traffic Generators, January 1990, and is cited for use in Education Code Section 17621(e)(1)(B).

The generation of .06 employees per 1,000 square feet and the utilization of the student generation rate per household, yields an impact of \$0.06 per square foot of mini-storage construction. It is recommended that the Bellevue Union School District levy a fee for mini-storage not to exceed \$0.06 per square foot.

Historical data shows that commercial/industrial square footage represents approximately five percent of residential square footage. District residential projections indicate that 1,332,144 (Table 3) square feet of residential space will be constructed in the next 20 years. The five percent ratio represents 66,607 square feet of commercial and industrial development. Table 5 illustrates this calculation.

Table 5: <u>Projected Commercial/Industrial Fee Square Footage</u>				
<u>Ratio</u>		<u>Residential SF</u>		<u>Commercial SF</u>
.05	x	1,332,144 sf	=	66,607 sf

Source: Bellevue Union School District, Jack Schreder & Associates, original research.

According to the average employee generation factors in Table 4, commercial and industrial development will yield 170 new employees and 46 new district households over the next 20 years. Table 6 illustrates this calculation.

Table 6: <u>Projected Employees/District Households</u> <u>from</u> <u>Commercial/Industrial Development</u>						
<u>Commercial/ Industrial SF</u>		<u>Average Employees Per 1,000 SF</u>		<u>New Employees</u>		<u>New Households</u>
66,607/1,000	x	2.55	=	170	x	.27 =
Number of Households = 46						

Source : San Diego Association of Governments, Bellevue Union School District, Jack Schreder & Associates.

The addition of 46 new households created by commercial and industrial development will impact Bellevue Union School District with an estimated 18 (46 x .4) additional students. Based on the per pupil K-6 modernization cost of \$13,442, the

estimated cost to house 18 students generated from commercial/industrial construction is \$241,956 (18 x \$13,442).

Based on the District’s modernization need of \$241,956, generated by students from commercial/industrial construction and the total projected square footage of 66,607, commercial/industrial construction will create a facilities cost of \$3.63 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.61 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 30 percent of the fee and the Bellevue Union School District collects 70 percent of the fee. Therefore, the District is justified to collect \$0.43 (70 percent of \$0.61) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category should be collected at a rate of \$0.06 per square foot. The commercial/industrial calculation is included in Table 7.

<p>Table 7: <u>Facilities Cost per SF from Proposed Commercial/Industrial Construction</u></p>			
Modernization Need	/	Total Square Footage	= Level I Fee
\$241,956		66,607	= \$3.63

Source: Bellevue Union School District, Jack Schreder & Associates, Office of Public School Construction.

Summary

Based on the District’s projected modernization need of \$5,148,286 generated by students from residential construction and the total projected residential square footage of 1,332,144, residential construction will create a facilities cost of \$3.86 per square foot. However, the statutory Level I fee for residential construction is \$3.79 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 30 percent of the fee and the District collects 70 percent of the fee. Therefore, the District is justified to collect \$2.65 (70 percent of \$3.79) per square foot of residential construction.

Based on the District's projected modernization need of \$241,956 generated by students from commercial/industrial construction and the total projected square footage of 66,607, commercial/industrial construction will create a facilities cost of \$3.63 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.61 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 30 percent of the fee and the Bellevue Union School District collects 70 percent of the fee. Therefore, the District is justified to collect \$0.43 (70 percent of \$0.61) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category should be collected at a rate of \$0.06 per square foot.

SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$.25 per square foot of covered or enclosed space of commercial or industrial development. The Level 1 fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 2018, the State Allocation Board changed the Level I fee to \$3.79 per square foot of residential construction and \$0.61 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 383/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.

2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.
2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.
3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.

Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.
5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.
6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.

9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.
10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

SECTION III: REQUIREMENTS OF AB 1600

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 13833 (Monteith/Statutes of 1996, Chapter 5383), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

Assembly Bill 1600 and the Justification for Levying Developer Fees

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.
2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.
3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

State Sources

State School Facility Program

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a “grant” program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

Local Sources

Mello-Roos Community Facilities Act

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.
2. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.

General Obligation Bonds

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

The District passed a \$12 million bond in June 2014. Projects included in the bond exceed funds available. Developer fees will augment bond funds in order to complete construction projects.

Developer Fees

District developer fees are dedicated to the current needs related directly to modernization and new construction of school facilities.

School District General Funds

The district's general funds are needed by the district to provide for the operation of its instructional program.

Expenditure of Lottery Funds

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

Establishment of a Cost Nexus & Identify Purpose of the Fee

The Bellevue Union School District chooses to construct and/or modernize facilities for the additional students created by development in the district and the cost for providing new and/or modernized facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

Establishment of a Benefit Nexus

Students generated by new residential, commercial and industrial development will be attending district schools. Housing District students in new and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

Establishment of a Burden Nexus

The generation of new students by development will create a need for additional and/or modernized school facilities. The District must carry the burden of constructing new facilities required by the students generated by future developments and the need for facilities will be, in part, satisfied by the levying of developer fees, therefore, a burden nexus is established.

SECTION VI: FACILITY FUNDING ALTERNATIVES

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider funding through the State School Facility Program.

STATEMENT TO IDENTIFY PURPOSE OF FEE

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the construction and/or modernization of school facilities. The District will provide for the construction and/or modernization of school facilities, in part, with developer fees. Appendix D contains a plan, not all inclusive, for developer fee expenditures.

ESTABLISHMENT OF A SPECIAL ACCOUNT

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 13833 and includes specific information on fees expended and refunds made during the year.

RECOMMENDATION

Based on the fee justification provided in this report, it is recommended that the Bellevue Union School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

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APPENDIX A
CONSTRUCTION COSTS

Elementary School Facility Construction Costs		
I. Allowable Building Area		
	A. Total Student Capacity	
	B. Building Area	
	600 students @ 71sf/student	42,600
	Speech/Resource Specialist	<u>600</u>
	Total	43,200
II. Site Requirements		
	A. Purchase Price of Property (10 Acres)	
	Cost per Acre	\$0
	B. Appraisals	\$0
	C. Costs Incurred in Escrow	\$0
	D. Surveys	\$0
	E. Other Costs, Geo. and Soils Reports	<u>\$0</u>
	Total-Acquisition of Site	\$0
III. Plans		
	A. Architect's Fee for Plans	\$1,136,613
	B. DSA Plans Check Fee	\$92,418
	C. School Planning, Plans Check Fee	\$7,833
	D. Preliminary Tests	\$6,006
	E. Other Costs, Energy Cons. & Advertising	<u>\$52,734</u>
		\$1,295,604
IV. Construction Requirements		
	A. Utility Services	\$504,376
	B. Off-site Development	\$756,563
	C. Site Development, Service	\$1,210,499
	D. Site Development, General	\$806,999
	E. New Construction	\$12,288,700
	F. Unconventional Energy Source	<u>\$687,056</u>
	Total Construction	\$16,254,193
	Total Items II, III and IV	\$17,549,797
	Contingency 10%	\$1,754,980
	Construction Tests	\$187,183
	Inspection	\$131,576
	TOTAL ESTIMATED PROJECT COSTS	\$19,623,536
	ESTIMATED COST PER STUDENT	\$32,706
*Source: California Department of Education, Jack Schreder & Associates.		

APPENDIX B
PER PUPIL GRANT AMOUNTS

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
State Allocation Board Meeting, January 23, 2019

Grant Amount Adjustments

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-18	Current Adjusted Grant Per Pupil Effective 1-1-19
New Construction	Elementary	1859.71	\$11,567	\$12,197
	Middle	1859.71	\$12,234	\$12,901
	High	1859.71	\$15,567	\$16,415
	Special Day Class – Severe	1859.71.1	\$32,503	\$34,274
	Special Day Class – Non-Severe	1859.71.1	\$21,737	\$22,922
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$14	\$15
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$19	\$20
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$31	\$33
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$58	\$61
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$41	\$43
	Automatic Sprinkler System – Elementary	1859.71.2	\$194	\$205
	Automatic Sprinkler System – Middle	1859.71.2	\$230	\$243
	Automatic Sprinkler System – High	1859.71.2	\$240	\$253
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$613	\$646
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$411	\$433
Modernization	Elementary	1859.78	\$4,404	\$4,644
	Middle	1859.78	\$4,658	\$4,912
	High	1859.78	\$6,099	\$6,431
	Special Day Class - Severe	1859.78.3	\$14,037	\$14,802
	Special Day Class – Non-Severe	1859.78.3	\$9,391	\$9,903
	State Special School – Severe	1859.78	\$23,397	\$24,672
	Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$143	\$151
	Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$143	\$151
	Automatic Fire Detection/Alarm System – High	1859.78.4	\$143	\$151
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$394	\$415
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$264	\$278
	Over 50 Years Old – Elementary	1859.78.6	\$6,119	\$6,452
	Over 50 Years Old – Middle	1859.78.6	\$6,471	\$6,824
	Over 50 Years Old – High	1859.78.6	\$8,471	\$8,933
	Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$19,502	\$20,565
	Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$13,041	\$13,752
	Over 50 Years Old – State Special School – Severe	1859.78.6	\$32,502	\$34,273

APPENDIX C

PROPOSED DEVELOPMENT

Bellevue Union School District	
Proposed Development	
	Units
City of Santa Rosa--Southeast	309
City of Santa Rosa--Southwest	590
Sonoma County	58
Total	957

Pending Development Report (within BUSD only)

This report contains a list of land use permits currently in process or approved. This is not an exhaustive list of all land use entitlements, but is limited to projects that include a minimum of five new residential units or a minimum of 5,000 s.f. of new non-residential space. This report does not contain information on subsequent project permits, such as building permits that may be in process. Please contact the listed planner for more information.

Project Name	Type of Activity	Units	Permits Issued	Remaining Units	Land Use	Status
Southeast						
5 Residences at Taylor Mountain	2880 Franz Kaftka Ave	93	38	55	Multi-Family Dwelling	Approved
7 Kawana Meadows	1162 Kawana Springs Road	62	0	62	Single Family Dwelling	Approved
8 The Farmstead	1315 Lia Lane	20	20	0	Multi-Family Dwelling	Approved
9 Penstemon Place	2552 Linwood Ave	59	0	59	Small Lot Residential	In Progress
10 The Terraces at Mt. Taylor	2853 Linwood Ave	11	0	11	Small Lot Residential	In Progress
12 Holly Hock Subdivision Plan 2	1650 Meda Avenue	16	0	16	Single Family Dwelling	Approved
13 The Vistas at Kawana Springs	1846 Meda Avenue	101	0	101	Small Lot Residential/ Single Family Dwelling	In Progress
15 Kawan Springs Apartment Homes	2604 Petaluma Hill Road	120	120	0	Single Family Dwelling	Approved
16 Taylor Mountain Estates	2800 Petaluma Hill Road	5	0	5	Single Family Dwelling	Approved
Total				309		

Pending Development Report (within BUSD only)

This report contains a list of land use permits currently in process or approved. This is not an exhaustive list of all land use entitlements, but is limited to projects that include a minimum of five new residential units or a minimum of 5,000 s.f. of new non-residential space. This report does not contain information on subsequent project permits, such as building permits that may be in process. Please contact the listed planner for more information.

Status Key:

Approved - Development Entitlements have been granted.
In Progress - Application has been submitted, under review.

Inactive - No activity in the two years since last city staff review.

Project Name	Type of Activity	Units	Permits Issued	Remaining Units	Land Use	Status
Southwest						
2 Southwest Estates	533 Bellevue Avenue	60	0	60	Single Family Dwelling	Approved
9 Dutton Meadows Subdivision	2684 Dutton Meadow	203	0	203	Single Family Dwelling	In Progress
10 Somerset Place	2786 Dutton Meadow	32	0	32	Single Family Dwelling	Approved
11 Meadowwood Ranch	2853 Dutton Meadow	70	0	70	Single Family Dwelling	Approved
12 Bellevue Ranch 7	2903 Dutton Meadows	30	0	30	Single Family Dwelling	In Progress
13 Golden Gate Court	1071 Fresno Ave	12	0	12	Single Family Dwelling	Approved
19 Stony Village	2729 Stony Point Road	47	0	47	Second Dwelling Unit/ Single Family Dwelling	Approved
20 Grove Village (formerly Stony Village South)	2860 Stony Point Road	136	0	136	Second Dwelling Unit/ Single Family Dwelling	Approved

Total **590**

County of Sonoma				
Proposed Development				
Project Name	Units	Permits Issued	Remaining Units	Land Use
Paseo Vista*	92	34	58	Single family/Triplex

**Project is located in Bellevue and Roseland Boundaries. Total units is 182.*

APPENDIX D

**DEVELOPER FEE EXPENDITURE
PLAN**

Bellevue Union School District
 Developer Fee Expenditure Plan

Site	Description	Estimated Cost
Bellevue Elementary	Update exterior surfaces	\$257,812
Bellevue Elementary	Structural repairs--dry-rot	\$68,750
Bellevue Elementary	Landscape irrigation improvements--PE fields	\$6,800
Meadow View Elementary	Structural repairs--dry-rot	\$178,750
Meadow View Elementary	Update exterior surfaces	\$257,812
Meadow View Elementary	Landscape irrigation improvements--PE fields	\$6,800
Taylor Mountain Elementary	Landscape irrigation improvements--PE fields	\$6,800
Kawana Springs Elementary	Leveling of grass--PE fields	\$40,000
Kawana Springs Elementary	Landscape irrigation improvements--PE fields	\$6,800
Early Learning Center	Structural repairs--dry-rot	<u>\$41,250</u>
Total		\$871,574

Bellevue Union School District

Agenda Item for Board Meeting of June 18, 2019

Action Item: Approval of 2019-2020 Local Control Accountability Plans (LCAPs) for Bellevue Union School District

Prepared By: David Alexander, Superintendent

Background:

The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

Recommendation:

Approve as presented on June 17, 2019

Supporting Documents:

The BUSD Local Control and Accountability Plan (LCAP)

Bellevue Union School District

Agenda Item for Board Meeting of June 18, 2019

Agenda Category: Review and Action

Agenda Item Title: 2019-20 Budget and Statement of Reserves for Bellevue Union School District

Prepared By: Chris J. Kim, CBO

Background:

The Bellevue Union School District's Fiscal Year 2019-20 Budget and Statement of Reserves was presented for public review starting on June 10, 2019. The information presented includes insight into anticipated revenue, projected expenses, and the estimated fund balance and reserve.

Supporting Documents:

Fiscal Year 2019-20 Adopted Budget to be presented under separate cover on June 18, 2019

Recommended Action:

Approve as Presented

Bellevue Union School District

Agenda Item for Board Meeting of June 18, 2018

Agenda Category: Review and Action

Agenda Item Title: Certification of the Spring 2019 Consolidated Application for Funding of Categorical Aid Programs

Prepared By: Chris J. Kim, CBO

Background:

The Consolidated Application is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to school districts throughout California. Annually, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and to provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

The following programs were included in the 2019 Spring Certification of Consolidated Application for Funding Categorical Aid Programs: Title 1, Title II, Title III LEP, and Title III Immigrant.

Recommended Action:

Acknowledge and Accept.

Supporting Documents:

1. Certification and Expenditure Reports to be Included on a Separate Cover

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

2018-2019

Payroll Totals

Payroll Regular 5/31/2019

Certificated	\$687,457.61
Classified	<u>\$244,252.45</u>
	\$931,710.06

Supplemental Payroll 5/10/2019

Certificated	\$46,782.34
Classified	<u>\$11,766.17</u>
	\$ 58,548.51

Manual Payroll

Certificated	\$0.00
Classified	<u>\$0.00</u>
	\$0.00

Totals	\$990,258.57
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Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1717058	05/15/2019	California's Valued Trust	01-9570	Health Ins Premium		140,126.02
1717059	05/15/2019	The Standard Insurance Co	01-9575	April Premium		1,909.16
1717060	05/15/2019	Farrell, Roger	01-4390	Grounds Herbside/Epsom Salt		55.94
1717061	05/15/2019	Advanced Security Systems-SR	01-5800	M&O: Commerical On Site Services		90.00
1717062	05/15/2019	Alsco (American Linen)	13-5800	Open PO- KS 2018/19	46.33	
				Open PO- MV 2018/19	66.08	
				Open PO- TM 2018/19	92.34	204.75
1717063	05/15/2019	Ameriflex	01-5800	DO: FSA Admin Fee 6 Employees		60.00
1717064	05/15/2019	At Home Nursing Services	01-5100	DO: Nursing Services A.F	1,347.08	
			01-5800	DO: Nursing Services for D.R	1,347.08	2,694.16
1717065	05/15/2019	Banner Enterprises Inc	01-5800	Open PO -Banner Enterprises 2018/19		555.70
1717066	05/15/2019	Buchanan Food Service	13-4710	OPEN PO :-B.V. Food for Food Svc 2018/19	346.59	
				OPEN PO: TM Food for Food Svc 2018/19	1,073.01	
				OPEN PO: MV Food for Food Svc 2018/19	1,869.83	3,289.43
1717067	05/15/2019	AT & T	01-5911	Open PO Long Distance- CALNET 3 2018/19		325.61
1717068	05/15/2019	Clover Stornetta Farms Inc	13-4715	BS - Student Milk 2018/19	913.30	
				KW- Student Milk 2018/19	770.50	
				MV- Student Milk 2018/19	671.10	
				TM- Student Milk 2018/19	809.97	3,164.87
1717069	05/15/2019	Coastline Distributors, Inc	13-4710	OPEN PO- BV - Fruit & Vegetable 2018/19	1,262.95	
				OPEN PO- MV - Fruit & Vegetable 2018/19	1,235.85	
				OPEN PO- TM - Fruit & Vegetable 2018/19	1,072.40	3,571.20
1717070	05/15/2019	Decker Inc Decker Equipment/School Fix	01-4380	OPEN PO - Parts Only 2018/19	692.91	
			25-6170	M&O : Poles Pad @ ELC	2,002.55	2,695.46
1717071	05/15/2019	Discovery Office Systems	01-4310	DO: Service Contract all sites 2018/19		161.23
1717072	05/15/2019	Emerald LLC	01-5800	TSA: A. F	1,999.49	
				TSA: J.C	1,821.57	
				TSA: G.M.J	2,101.22	
				TSA: N.G	1,804.63	
				TSA: V.A.E	1,821.57	
				TSA: W. D	2,007.97	11,556.45
1717073	05/15/2019	Environmental Pump Services, Inc.	13-5800	Open PO-Grease Trap Service		125.00
1717074	05/15/2019	ESP & Alarm Inc.	01-5805	Open PO BV Monthly Patrols	750.00	
				Open PO KS/ELC Monthly Patrols	678.00	
				Open PO TM Monthly Patrols	678.00	2,106.00
1717075	05/15/2019	TIAA Commerical Finance	01-5600	Copier Lease Contract # 2023517		358.06
1717076	05/15/2019	Fishman Supply Co	01-4370	M&O: Custodial Supplies @ TM	203.59	

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 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1717076	05/15/2019	Fishman Supply Co		M&O; Custodial Supplies @ KW	142.15	345.74
1717077	05/15/2019	Friedman's Home Improvement	01-4380	Open PO - General Dist Maint 2018/19	119.49	
			01-4390	Open PO - General Dist Maint 2018/19	21.09	140.58
1717078	05/15/2019	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply 2018/19	3,805.81	
				OPEN PO MV Food Supply 2018/19	2,149.19	
				OPEN PO TM Food Supply 2018/19	1,958.34	7,913.34
1717079	05/15/2019	Hendrix Chainsaw & Garden	01-5800	OPEN PO-Garden & Chainsaw 2018/19		351.83
1717080	05/15/2019	Amy Cohen Hoover	01-5800	DO: Student Services 2018/19		3,442.50
1717081	05/15/2019	Jive Communications Inc	01-5911	Monthly Charges- Phones- OPEN PO 2018/19		4,582.88
1717082	05/15/2019	Kelly-Moore Paint Co Inc	01-4380	OPEN PO - Paint for all Sites 2018/19		195.15
1717083	05/15/2019	LACO Associates	25-6170	M&O: Welding on site Inspections		4,727.50
1717084	05/15/2019	Pace Supply Corp Cust #02188-00	01-4380	Open PO-Pace Supply 2018/19		83.25
1717085	05/15/2019	PG&E	01-5520	Open PO -P G & E 2018/19		188.45
1717086	05/15/2019	Recology Sonoma Marin	01-5560	BV- Garage & Recycling Pick up 2018/19	652.25	
				KW/ELC- Garage & Recycling	652.25	
				MV Garage & Recycling Pick up	708.78	
				TM- Garage & Recycling Pick up	708.78	2,722.06
1717087	05/15/2019	Educators Publishing Service	01-4310	TM: Reading Instruction & Intervention		309.05
1717088	05/15/2019	Sierra School Specialized Education of	01-5100	NPS: O.Y. G		4,624.84
1717089	05/15/2019	Site Consulting Specialists	25-5800	M&O: Asphalt Consulting		4,000.00
1717090	05/15/2019	Tolks, Theodore	01-5800	Boys Basketball Coach 11/1/2018-03/15/19	1,500.00	
				Girls Basketball Coach	750.00	2,250.00
1717091	05/15/2019	Troxell	01-4342	IT: Headphones		694.87
1717092	05/15/2019	US Bank Equipment Finance	01-5632	Open PO - Copier at Kawana Springs		549.86
1717093	05/15/2019	Lakshmi Vyakaran Venkat	01-5800	Home Program- SH 2018/19		621.24
1717094	05/15/2019	Leanne Wangler	01-5800	ELC: Speech Individual Speech R.S	369.49	
				Speech Evaluation: L.A.E.	492.65	862.14
1717095	05/15/2019	West County Transportation	01-4310	DO: Puberty Trip	302.74	
			01-5833	BV : Field Trip # 22118	348.34	
				BV: Field Trip # 22288	310.88	
				BV: Field Trip # 21672	613.58	
				BV: Field Trip # 22542	195.09	
				TM: Field Trip # 20471	173.91	
				TM: Field Trip # 21718	166.84	
				TM: Field Trip #21085	349.03	
				TM: Field Trip 22505 & 22506	490.11	2,950.52
1717096	05/15/2019	WEX BANK	01-4362	DO : Fuel Card	379.24	

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ESCAPE ONLINE

Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1717096	05/15/2019	WEX BANK	01-5858	DO : Fuel Card	94.89	474.13
1718748	05/22/2019	Castro, Carolina	01-4310	Teachers & Curriculum Moving Boxes & Tape		160.26
1718749	05/22/2019	Fernandez, Tania	01-4310	Staff Gifts		520.17
1718750	05/22/2019	Alsco (American Linen)	13-5800	Open PO- MV 2018/19	132.16	
				Open PO- TM 2018/19	92.34	224.50
1718751	05/22/2019	At Home Nursing Services	01-5100	DO: Nursing Services A.F	2,807.36	
			01-5800	DO: Nursing Services for D.R	2,807.36	5,614.72
1718752	05/22/2019	AT&T	01-5840	OPEN PO For Circuit Numbers -1369		1,814.83
1718753	05/22/2019	Banerjea, Dr. Pia	01-5800	DO : Psychological Services 2018/19		3,200.00
1718754	05/22/2019	Buchanan Food Service	13-4710	OPEN PO :-B.V. Food for Food Svc 2018/19	462.71	
				OPEN PO: TM Food for Food Svc 2018/19	844.73	
				OPEN PO: MV Food for Food Svc 2018/19	567.02	1,874.46
1718755	05/22/2019	AT & T	01-5911	Open PO Long Distance- CALNET 3 2018/19		6,452.79
1718756	05/22/2019	Clover Stornetta Farms Inc	13-4715	BS - Student Milk 2018/19	303.50	
				MV- Student Milk 2018/19	816.00	
				TM- Student Milk 2018/19	247.41	1,366.91
1718757	05/22/2019	Coastline Distributors, Inc	13-4710	OPEN PO- BV - Fruit & Vegetable 2018/19	962.23	
				OPEN PO- MV - Fruit & Vegetable 2018/19	399.45	
				OPEN PO- TM - Fruit & Vegetable 2018/19	466.20	1,827.88
1718758	05/22/2019	Cypress School	01-5800	DO: NPS Services for K.M		4,747.32
1718759	05/22/2019	Department Of Justice Accounting Office	01-5862	Open PO for DO- Fingerprinting 2018/19		282.00
1718760	05/22/2019	Emerald LLC	01-5800	TSA: A. F	804.88	
				TSA: J.C	593.07	
				TSA: G.M.J	804.90	
				TSA: N.G	804.88	
				TSA: V.A.E	804.88	
				TSA: W. D	796.41	4,609.02
1718761	05/22/2019	TIAA Commerical Finance	01-5600	Lease Agreement for Copiers		1,249.14
1718762	05/22/2019	FedEx	01-5800	DO: Fedex Shipments		29.48
1718763	05/22/2019	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	165.71	
				M&O: Custodial Supplies @ ELC	324.49	
				M&O: Custodial Supplies @ TM	165.71	
				M&O: Custodial Supplies @ DO	98.25	
				M&O: Custodial Supplies @ KW	1,696.79	
				M&O: Custodial Supplies @ MV	638.68	3,089.63

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 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1718764	05/22/2019	Friedman's Home Improvement	01-4380	Open PO - General Dist Maint 2018/19	508.77	
			01-4390	Open PO - General Dist Maint 2018/19	89.78	598.55
1718765	05/22/2019	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply 2018/19	633.06	
				OPEN PO MV Food Supply 2018/19	721.23	
				OPEN PO TM Food Supply 2018/19	1,264.58	2,618.87
1718766	05/22/2019	Great America Financial Svcs	01-5950	OPEN PO-Postbase 45 mail machine		136.26
1718767	05/22/2019	Hardware Tech Inc.	01-4380	Open PO- Maint Service all sites 2018/19		890.00
1718768	05/22/2019	I.T.S.	01-5800	DO : Counseling Services for : C. B		506.00
1718769	05/22/2019	Lattice Educational Services	01-5100	NPS: S.B	6,129.84	
			01-5800	NPS: S.A	4,811.76	10,941.60
1718770	05/22/2019	North Valley Schools	01-5100	NPS: D.G.D.L	3,330.09	
			01-5800	NPS : For Student A.B	3,099.77	6,429.86
1718771	05/22/2019	Office Depot Inc	01-4350	OPen PO- District Office Supplies		53.63
1718772	05/22/2019	Paradigm Healthcare Services	01-5800	Contracted service for Medical Billing 2018/19		328.42
1718773	05/22/2019	Redwood Pediatric Therapy Asso	01-5100	DO : Occupational Therapy Contract 2018/19		7,272.73
1718774	05/22/2019	Santa Rosa City Schools	13-5100	Open PO-Meals for KS	23,204.94	
			13-5800	Open PO-Meals for KS	3,303.06	26,508.00
1718775	05/22/2019	Santa Rosa, City Of	01-5560	Open PO for Water bill KS	1,257.40	
			01-5858	Open PO: TM for Water BILL	1,300.46	2,557.86
1718776	05/22/2019	Sonoma County Office Of Educat ion	01-5862	Open PO-Fingerprinting 2018/19		196.00
1718777	05/22/2019	Sondra M Pierce	01-5800	DO: Contract for Speech and Language Teletherapy		3,251.25
1718778	05/22/2019	Spurr	01-5510	Open PO Spurr/ June 1, 2014- June 30 2019		3,229.25
1718779	05/22/2019	Westminster Woods Camp and Conference Center	01-5833	BV: Outdoor Ed Deposit		3,200.00
1719859	05/24/2019	SYNCB/Amazon	01-4345	ITECH: Supplies		408.12
1719860	05/24/2019	AT&T Mobility	01-5911	Open PO for Emergency Phone # 8341		460.67
1719861	05/24/2019	Banner Enterprises Inc	01-5800	Open PO -Banner Enterprises 2018/19		416.00
1719862	05/24/2019	Buchanan Food Service	13-4710	OPEN PO: TM Food for Food Svc 2018/19		385.22
1719863	05/24/2019	AT & T	01-5911	Open PO Long Distance- CALNET 3 2018/19		492.63
1719864	05/24/2019	Christy White Associates	01-5821	DO : District Audit 2017/18		6,700.00
1719865	05/24/2019	Clover Stornetta Farms Inc	13-4715	TM- Student Milk 2018/19		394.41
1719866	05/24/2019	Coastline Distributors, Inc	13-4710	OPEN PO- TM - Fruit & Vegetable 2018/19		351.10

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

ESCAPE ONLINE

Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1719867	05/24/2019	Department of Industria Relations (Accounting)	01-5800	M&O: Wheelchair Service		1,350.00
1719868	05/24/2019	Emerald LLC	01-5100	TSA: Temporary Support Assistant Services : J.L		601.56
1719869	05/24/2019	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV		805.08
1719870	05/24/2019	Food Equipment Repair Service	13-5800	Open PO-Food Equipment Repair		384.73
1719871	05/24/2019	Friedman's Home Improvement	01-4380	Open PO - General Dist Maint 2018/19	27.41	
			01-4390	Open PO - General Dist Maint 2018/19	4.84	32.25
1719872	05/24/2019	Gold Star Foods, Inc.	13-4710	OPEN PO TM Food Supply 2018/19		1,123.14
1719873	05/24/2019	Lozano Smith, LLP	01-5823	Open PO-Legal Fees 2018/19		6,106.00
1719874	05/24/2019	Mobile Defenders LLC	01-4345	ITECH: Parts for Chrombooks		1,998.86
1719875	05/24/2019	Myers FoodService Equip	01-4380	Parts		65.37
1719876	05/24/2019	Santa Rosa, City Of	01-5560	Open PO for Water bill MV		1,117.96
1719877	05/24/2019	School Innovations & Achievement, Inc.	01-5800	DO: Attention2Attendance		15,000.00
1719878	05/24/2019	Educators Publishing Service	01-4350	File Cabinet - Staff		249.35
1719879	05/24/2019	Sonoma County Office Of Educat ion	01-4390	2018-19 Classroom Housing Obligation & Cust Serv		28,446.00
1719880	05/24/2019	Sierra School Specialized Education of	01-5100	ISA: V. M		2,156.90
1719881	05/24/2019	Sound And Signal Inc	01-4345	IT: Repairs		140.00
1719882	05/24/2019	John Stocksdale	25-6170	M&O: DSA Inspection Services		850.00
1719883	05/24/2019	ThyssenKrupp Elevator Corporation	01-6400	TM: WheelChair Safety Test		581.00
1721055	06/05/2019	Anderson, Suzanne M	01-4310	6th grade promotion awards		222.80
1721056	06/05/2019	Craig, Nina S	01-4310	Varies Meeting and Awards for Staff & Students/ Parent		595.63
1721057	06/05/2019	Castro, Carolina	01-4397	6th grade promotion cupcakes		129.90
1721058	06/05/2019	Hoffman, Daniel W	01-4310	Awards, boxes, breakfast, Bubbles, CAASPP testing		815.11
1721059	06/05/2019	Rushing Hart, Moriah F	01-4390	Flower/Card for staff & Students. Appreciation/Recognition		151.28
1721060	06/05/2019	Gomez, Maria T	01-5201	Mail P/U and SCOE		100.73
1721061	06/05/2019	Alexander, David	01-4397	Office Supplies, Meetings		64.35
1721062	06/05/2019	Air & Water Sciences Env Cons	21-6200	BV: Lead & Asbestos Survey	5,957.81	
				KW: Asbestos Testing	1,765.85	7,723.66
1721063	06/05/2019	Alsco (American Linen)	13-5800	Open PO- BV 2018/19	169.57	
				Open PO- KS 2018/19	489.66	
				Open PO- MV 2018/19	66.08	725.31
1721064	06/05/2019	SYNCB/Amazon	01-4345	DO : Office Supplies Purchases	493.55	
			01-4350	DO : Office Supplies Purchases	377.50	

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ESCAPE ONLINE

Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1721064	06/05/2019	SYNCB/Amazon	01-4380 DO : Office Supplies Purchases		585.59	
			13-4390 DO : Office Supplies Purchases		17.77	1,474.41
1721065	06/05/2019	Advanced Reproduction Center	01-5800 Open PO-ARC- Copies 2018/19			866.00
1721066	06/05/2019	At Home Nursing Services	01-5800 DO: Nursing Services for D.R			2,682.84
1721067	06/05/2019	Matthew Banchemo	01-5800 BV: Tree Removal			1,250.00
1721068	06/05/2019	Banerjea, Dr. Pia	01-5800 DO : Psychological Services 2018/19			5,800.00
1721069	06/05/2019	Barry Yant	01-5845 Service for IT dept			180.00
1721070	06/05/2019	Bodil Wibe	01-5800 DO; Special Ed Physcial Therapy Services 2018/19			720.00
1721071	06/05/2019	Buchanan Food Service	13-4710 OPEN PO :-B.V. Food for Food Svc 2018/19		355.32	
			OPEN PO: TM Food for Food Svc 2018/19		42.50	
			OPEN PO: MV Food for Food Svc 2018/19		1,033.13	1,430.95
1721072	06/05/2019	AT & T	01-5911 Open PO Long Distance- CALNET 3 2018/19			326.30
1721073	06/05/2019	Citi Cards	01-4350 DO: OPEN PO: Maintenance & Operations		329.86	
			01-4380 DO: OPEN PO: Maintenance & Operations		54.09	
			01-4440 TECH: Camera Samples		410.91	
			01-5800 Food Manager Certificate Renewal		99.00	
			IT: Royal Licensing		87.24	981.10
1721074	06/05/2019	Clover Stornetta Farms Inc	13-4715 BS - Student Milk 2018/19		637.30	
			KW- Student Milk 2018/19		551.00	
			MV- Student Milk 2018/19		457.94	1,646.24
1721075	06/05/2019	Coastline Distributors, Inc	13-4710 OPEN PO- BV - Fruit & Vegetable 2018/19		922.73	
			OPEN PO- MV - Fruit & Vegetable 2018/19		586.45	1,509.18
1721076	06/05/2019	Culligan of Sonoma County	01-5800 OPEN PO :Drinking Water 5 Gallon			81.45
1721077	06/05/2019	Emerald LLC	01-5100 TSA Service for J.S		999.85	
			TSA: Temporary Support Assistant Services : J.L		5,600.44	
			TSA: Temporary Support Assistant Services : J.S		2,965.46	
			01-5800 ISA: Behavior Assistants: J.P		1,232.56	
			ISA: Behavior Assistants: M.L		1,232.57	
			TSA: A. F		5,507.09	
			TSA: J.C		6,100.14	
			TSA: G.M.J		6,024.07	
			TSA: N.G		4,998.74	
			TSA: Support Services for B.C		3,880.40	

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ESCAPE ONLINE

Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1721077	06/05/2019	Emerald LLC		TSA: Temporary Support Assistant Services : R.S.V TSA: V.A.E TSA: W. D	4,329.43 6,002.72 5,507.09	 54,380.56
1721078	06/05/2019	Explore Learning Reflex	01-4310	TM: Reflex Site License		3,295.00
1721079	06/05/2019	FedEx	01-5800	DO: Fedex Shipments		79.15
1721080	06/05/2019	Fishman Supply Co	01-4370	M&O: Custodial Supplies @ ELC M&O: Custodial Supplies @ TM M&O; Custodial Supplies @ DO M&O; Custodial Supplies @ KW M&O; Custodial Supplies @ MV	403.74 1,139.37 155.78 67.60 1,671.03	
1721081	06/05/2019	Friedman's Home Improvement	01-4380	KW: OPEN PO for Supplies Open PO - General Dist Maint 2018/19	31.86- 250.78 370.34	3,405.66
1721082	06/05/2019	Gold Star Foods, Inc.	01-4390	Open PO - General Dist Maint 2018/19	65.36	686.48
1721083	06/05/2019	Greenacre Homes	13-4710	OPEN PO MV Food Supply 2018/19		1,252.59
1721084	06/05/2019	Hardware Tech Inc.	01-5100	ISA: E.S.D ISA: P.M.K	21,569.28 33,702.00	55,271.28
1721085	06/05/2019	Hitmen Termite and Pest Control, Inc.	01-4380	Open PO- Maint Service all sites 2018/19		239.00
1721086	06/05/2019	I.T.S.	01-5800	Open PO Pest Control 2018/19 Counseling & Guidance Service: E.B.A	1,416.80	65.00
1721087	06/05/2019	Kenneth Charles Schwinn	01-5800	DO : Counseling Services for : C. B	5,343.36	6,760.16
1721088	06/05/2019	Kids Hear	01-5800	DO: Home Study Coordinatiior		2,500.00
1721089	06/05/2019	LACO Associates	01-5800	Nursing Services 2018/19		8,100.00
1721090	06/05/2019	Dawn Moore	25-6170	M&O: Shade Inspection		316.00
1721091	06/05/2019	North Bay Children's Center	01-5800	Chorus KW, TM, BV, MV- OPEN 2017/18		1,020.00
1721092	06/05/2019	Office Depot Inc	12-5100	BUSD: Pre-School Program Adm		74,532.54
1721093	06/05/2019	Pace Supply Corp Cust #02188-00	01-4350	ELPAC Supplies 2018/19 Open PO- District Office Supplies	16.80 416.72	433.52
1721094	06/05/2019	Paradigm Healthcare Services	01-4380	Open PO-Pace Supply 2018/19		258.09
1721095	06/05/2019	Redwood Pediatric Therapy Asso	01-5800	Contracted service for Medical Billing 2018/19		749.01
1721096	06/05/2019	Santa Rosa, City Of	01-5100	DO : Occupational Therapy Contract 2018/19		7,272.73
1721097	06/05/2019	Sonoma County Office Of Educat ion	01-5560	Open PO for Water bill MV		120.00
1721098	06/05/2019	Site Consulting Specialists	01-5200	School Site Adm Workshop Workshop Student Discipline	45.00 315.00	360.00
			25-5800	M&O: Asphalt Consulting		8,000.00

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ESCAPE ONLINE

Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1721099	06/05/2019	Sondra M Pierce	01-5800	DO: Contract for Speech and Language Teletherapy		4,781.25
1721100	06/05/2019	Leanne Wangler	01-5800	Speech Evaluation for : B. J	492.65	
				Speech Evaluation for : J.N.D	492.65	985.30
1721101	06/05/2019	West County Transportation	01-5833	Field Trip # 21660 & 22703	433.12	
				MV: Field Trip # 21271	147.10	580.22
1722502	06/07/2019	Kulbir Sandhu	01-4310	for Materials each year for teaching a comb class		200.00
1722503	06/07/2019	Advanced Security Systems-SR	01-5800	M&O: Commerical On Site Services		234.98
1722504	06/07/2019	Anova Education & Behavior	01-5800	NPS: W.A.S.	5,292.69	
				NPS: B.T	5,216.42	10,509.11
1722505	06/07/2019	At Home Nursing Services	01-5800	DO: Nursing Services for D.R		1,211.24
1722506	06/07/2019	Bartley Pump Inc	01-5800	Open PO -Bartley Pump 2018/19		908.62
1722507	06/07/2019	Camacho, Juan M	01-5803	DO-Interpretation Translation Services		805.00
1722508	06/07/2019	Dennis Carrera	01-5803	DO: Spanish & English Interpreting (ELC)		1,440.00
1722509	06/07/2019	Clover Stornetta Farms Inc	13-4715	MV- Student Milk 2018/19		184.50
1722510	06/07/2019	Coastline Distributors, Inc	13-4710	OPEN PO- MV - Fruit & Vegetable 2018/19		344.05
1722511	06/07/2019	Action Plumbing Maintenance	01-5800	OPEN PO Plumbing Repairs 2018/19		259.00
1722512	06/07/2019	ESP & Alarm Inc.	01-5805	Open PO BV Monthly Patrols	375.00	
				Open PO KS/ELC Monthly Patrols	678.00	
				Open PO MV Monthly Patrols	257.82	
				Open PO TM Monthly Patrols	678.00	
			09-5805	Open PO MV Monthly Patrols	117.18	2,106.00
1722513	06/07/2019	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV		415.35
1722514	06/07/2019	Friedman's Home Improvement	01-4380	Open PO - General Dist Maint 2018/19	222.88	
			01-4390	Open PO - General Dist Maint 2018/19	39.33	262.21
1722515	06/07/2019	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply 2018/19	20.70	
				OPEN PO MV Food Supply 2018/19	458.38	
				OPEN PO TM Food Supply 2018/19	319.36	798.44
1722516	06/07/2019	Marylou Herrera DBA Red Light Learning	01-5803	Open PO-Translation Services		46.65
1722517	06/07/2019	Hitmen Termite and Pest Control, Inc.	01-5800	Open PO Pest Control 2018/19		150.00
1722518	06/07/2019	Urban Futures Inc	01-5800	DO: Annual Continuing Dislosure Bonds		3,825.00
1722519	06/07/2019	Jive Communications Inc	01-5911	Monthly Charges- Phones- OPEN PO 2018/19		3,943.20
1722520	06/07/2019	Lakshmi Vyakaran Venkat	01-5800	Home Program- SH 2018/19		517.70
1722521	06/07/2019	West County Transportation	01-5100	Open PO-Special Ed. Transportation		116,189.75
1722522	06/07/2019	WEX BANK	01-4362	DO : Fuel Card		697.11
1723267	06/12/2019	California's Valued Trust	01-9570	June Ins Premium		144,495.95

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ESCAPE ONLINE

Checks Dated 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1723268	06/12/2019	Alsco (American Linen)	13-5800	Open PO- BV 2018/19	169.57	
				Open PO- KS 2018/19	46.33	
				Open PO- MV 2018/19	66.08	
				Open PO- TM 2018/19	92.34	374.32
1723269	06/12/2019	Ameriflex	01-5800	DO: FSA Admin Fee 6 Employees		60.00
1723270	06/12/2019	Banerjea, Dr. Pia	01-5100	ESY Contract: June 1-July 2, 2019		4,800.00
1723271	06/12/2019	Buchanan Food Service	13-4710	OPEN PO: TM Food for Food Svc 2018/19		248.97
1723272	06/12/2019	Clover Stornetta Farms Inc	13-4715	TM- Student Milk 2018/19		57.12
1723273	06/12/2019	Coastline Distributors, Inc	13-4710	OPEN PO- TM - Fruit & Vegetable 2018/19		330.46
1723274	06/12/2019	Rodney Justin Cook	13-5800	MV-BV-Kitchen Hood Fire Suppression System		245.35
1723275	06/12/2019	Action Plumbing Maintenance	01-5800	OPEN PO Plumbing Repairs 2018/19		767.00
1723276	06/12/2019	Environmental Pump Services, Inc.	13-5800	Open PO-Grease Trap Service		225.00
1723277	06/12/2019	TIAA Commerical Finance	01-5600	Copier Lease Contract # 2023517		329.46
1723278	06/12/2019	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV		295.41
1723279	06/12/2019	Friedman's Home Improvement	01-4380	KW: OPEN PO for Supplies		32.45
1723280	06/12/2019	Gold Star Foods, Inc.	13-4710	OPEN PO TM Food Supply 2018/19		583.75
1723281	06/12/2019	Hitmen Termite and Pest Control, Inc.	01-5800	Open PO Pest Control 2018/19		65.00
1723282	06/12/2019	Amy Cohen Hoover	01-5800	DO: Student Services 2018/19		5,017.50
1723283	06/12/2019	Lattice Educational Services	01-5800	NPS: S.A		4,727.06
1723284	06/12/2019	Pace Supply Corp Cust #02188-00	01-4380	Open PO-Pace Supply 2018/19		382.26
1723285	06/12/2019	Rexel USA, INC	01-4370	DO- OPEN PO Replace Light Bulds	202.06	
			01-4380	DO- OPEN PO Replace Light Bulds	202.05	
				Unpaid Tax	.46-	403.65
1723286	06/12/2019	Spanning Cloud Apps LLC	01-5845	IT: Google App		2,880.00
1723287	06/12/2019	Subtronic Corporation	21-6200	M&O: Survey		4,841.00
1723288	06/12/2019	TJMJ Power Washing	13-5800	M&O: Kitchen Hoold Cleaning		1,665.00
1723289	06/12/2019	West County Transportation	01-5833	TM: Field Trip # 21429	358.36	
				TM: Field Trip # 22768	305.82	
				TM: Field Trips # 22768	152.91	817.09
Total Number of Checks					187	975,089.20

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	146	801,044.28
09	Stony Point Academy Charter	1	117.18

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 05/15/2019 through 06/12/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Recap

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
12	Child Development Fund	1	74,532.54
13	Cafeteria Fund	34	66,966.81
21	Building Fund	2	12,564.66
25	Capital Facilities Fund	6	19,896.05
Total Number of Checks		187	975,121.52
Less Unpaid Tax Liability			32.32
Net (Check Amount)			975,089.20

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 June 18, 2019

9. Consent Calendar

- 9.1. Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations 2nd Reading (1st Reading 05.21.19)
- 9.2. Board Meeting Minutes
 - 9.2.1. Regular Board Meeting Minutes May 21, 2019
- 9.3. Annual Renewals of Technology Contracts
 - 9.3.1. Aeries
 - 9.3.2. Blackboard
 - 9.3.3. Dreambox
 - 9.3.4. ESGI
 - 9.3.5. Hapara
 - 9.3.6. Illuminate
 - 9.3.7. Mystery Science
 - 9.3.8. Renaissance
- 9.4. Interdistrict Requests 2018-19
- 9.5. Interdistrict Requests 2019-20
- 9.6. 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.

BUSD May 21, 2019 Board Meeting Minutes

1. Open Session 5:00 P.M.

1.1. The regular Board meeting of the Bellevue Union School District Board of Trustees was called to order at 5:05 by Trustee Lisa Reyes, at the Bellevue Union School District Board Room.

1.2. Public Comment On Closed Session: N/A

2. Adjourn To Closed Session: 5:05 P.M.

2.1. Closed Session Agenda

2.1.1. Public Employee Discipline/Dismissal/Release §54957

2.1.2. Conference With Labor Negotiator §54957.6

2.1.2.1. BEA

3. Reconvene To Regular Session: 6:05 P.M. at Taylor Mountain MPR

3.1. Flag Salute: Gilda DeNiro led the flag salute.

Members Present: Lisa Reyes, John Jarvis, Adele Walker, and David Alexander

Members Absent: Stephanie Merrida-Grant

Late Arrivals: None

Early Departures: None

District Office Staff Present: David Alexander, Chris Kim, Moriah Hart, Roger Farrell, Larry Black, Gilda DeNiro, Siara Goyer

Others Present: See Sign in Sheet

3.2. Report on Closed Session N/A

3.3. Consider Agenda Adjustment: N/A

4. Recognition

4.1.1. Little Engine Awards: Students Demonstrating a “True Grit” in a Growth Mindset

4.1.2. History Day Recognition

4.1.3. Classified Employees of the Year

4.1.4. Teachers of the Year

4.1.5. Retirees

4.1.6. Tenured Teachers

BUSD May 21, 2019 Board Meeting Minutes

4.1.7. Service Recognition

5. Public Comment: Rachel Icaza - Summer Reading

6. Informational

6.1. State of the District/Local Control Accountability Plan (LCAP) Update - David Alexander, Ed.D., Superintendent

6.2. Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations 1st Reading - David Alexander, Ed.D., Superintendent

6.3. Update regarding Certificated Reduction in Force

7. Action

7.1. On a motion by John Jarvis, second by Adele Walker, the Board approved the Consulting Services with Total School Solutions for Special Education and Student Services Review

Action: Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.2. On a motion by John Jarvis, second by Adele Walker, the Board approved Resolution No 15: Line of Credit with the County Treasury

Action: Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.3. On a motion by John Jarvis, second by Adele Walker, the Board Approved Resolution No 16: Meadow View Painting Bid

Action: Approved

Vote	3	Ayes
	0	Noes

BUSD May 21, 2019 Board Meeting Minutes

	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.4. On a motion by Adele Walker, second by John Jarvis, the Board approved the Declaration of Need for the 2019-20 School Year

Action: Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.5. On a motion by John Jarvis, second by Adele Walker, the Board approved the BEA “Sunshine” Letter Declaring Negotiation Openers for 2019-20

Action:Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.6. On a motion by Adele Walker, second by John Jarvis, the Board approved the 2019-20 Board Meeting Dates

Action: Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.7. On a motion by John Jarvis, second by Adele Walker, the Board approved the 2018-19 SARC's for: Bellevue, Kawana Springs, Meadow View, Taylor Mountain

Action: Approved

Vote	4	Ayes
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BUSD May 21, 2019 Board Meeting Minutes

	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

7.8. Ratification of Bills and warrants

Payroll Totals:

Payroll Regular 4/30/2019

Certificated	\$ 693,325.11
Classified	<u>\$ 250,215.42</u>
	\$ 943,540.53

Supplemental Payroll 4/10/2019

Certificated	\$32,918.07
Classified	<u>\$10,758.10</u>
	\$43,676.17

Totals	\$987,216.70
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Accounts Payable Totals:

Fund Description	Expensed Amount
01 General Fund	721,391.69
09 SPA Charter	857.24
12 Child Dev Fund	88,172.74
13 Cafeteria Fund	36,594.05
21 Building Fund	31,100.00
25 Capital Fac Fund	<u>60,148.60</u>
Total Payables	\$938,264.32

On a motion by Adele Walker, second by John Jarvis, the Board ratified the Bills and Warrants.

Action: Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

8. Consent Calendar

BUSD May 21, 2019 Board Meeting Minutes

- 8.1. Isom Advisors, A Division of Urban Futures Inc., Consulting Services Agreement
- 8.2. Kyocera Copier Contract Renewal
- 8.3. Contract with Aarrestad-Gjervik Consulting for E-Rate Services
- 8.4. Board Meeting Minutes
 - 8.4.1. Regular Board Meeting Minutes April 16, 2019
- 8.5. Routine Budget Transfers
- 8.6. Personnel Activity Log

On a motion by John Jarvis, second by Adele Walker, the Board approved the Consent calendar

Action: Approved

Vote	3	Ayes
	0	Noes
	1	Stephanie Merrida-Grant
	1	Vacant Seat

9. Reports

- 9.1. California School Employees Association, Chapter 501
No Report

- 9.2. Bellevue Education Association

Jeanette Rohner reported Teachers, staff and students were finishing up the school year, testing is ongoing, and open houses at all school sites are tomorrow evening. BEA worked together on the LCAP feedback/suggestions: savings & possible returns. She said the BEA is disappointed the Union and School District couldn't come to an agreement as it is the children who suffer. Most schools have maybe two parents on the PTA, but it is mostly the teachers who are driving the fundraising and activities for the schools. At Taylor Mountain the district couldn't afford Reflex Math and the teachers have found the money to make it happen for this year. Please make sure you're remembering this. Teachers put on fundraising events, the end of year events and the kinder and 6th grade promotions.

- 9.3. Principal Reports

Nina Craig, Bellevue Principal, reported it was a very busy time at all school sites with the testing finishing up. She thanked Larry (Black) for updating enrollment/staffing and to Siara (Goyer) for all things HR. She extended an invite to the Board and Superintendent to attend the Resignation ceremony for students at 5:30pm and Open House 6-7pm. Upcoming events at all schools include promotion ceremonies, performances and kickball events. All sites will be doing small scale summer cleaning and maintenance with custodians. She thanked Roger (Farrell) for his patience. She also thanked all of the principals and Gilda (DeNiro, Director Student Services) for everything they taught her, from how to suspend a student, to writing a SARC to holding my head up on the tough days.

BUSD May 21, 2019 Board Meeting Minutes

9.4. Board Reports/Board Items

Adele Walker said we made it through another year, we say thank you, but we really mean it. She said she knows teachers put their heart and soul into their work.

John Jarvis thanked everyone for their hard work. He mentioned the Comicon on Friday at Meadow View. He appreciates everyone's hard work through tough times. He mentioned being confronted by a teacher and he reminded everyone the Board represents all constituents, not just the teachers or the district, but kids first. Wish we could do more.

Lisa Reyes shared it had been a great year. She wished a happy retirement and adventure to those leaving the District and wished everyone to have a good summer.

Stephanie Merrida-Grant was not able to attend and sent the following to be read
“Good evening fellow board members, Dr. Alexander, district staff, students and families, First and foremost my deepest apologies that I am not here this evening at the board meeting. I am currently off the grid in the woods on one of Teagan's final adventures with her school as they pass on their leadership to the incoming class and read letters of gratitude to their parents for giving this educational opportunity.. I did however want to take this opportunity to say thank you to each and everyone of you who have played a part in the lives of every child in this district as we wrap up another school year. It is important that you all know your efforts do not go unnoticed. It takes a village and I am so proud to be a member of the BUSD village. I would like to say thank you again Kim Toller, and Angela Grenier for inviting me to participate in the kinder/ 6th grade buddy hike and cookout. It's always a wonderful experience to share with the kids. I hope that you all have great summers, amazing adventures with your families, time for self care, relaxation and reflection. Thank you again from the bottom of my heart.”

9.5. Superintendent Report

9.5.1. Enrollment Update

David Alexander, Superintendent, made reference to the “hands and hearts” quote by Mother Teresa he shared earlier in the evening, when he spoke to the care and heart all district staff bring to their work every day and especially in their interactions with our families.

10. Planning

June 11, 2019	Special Board Meeting	5:30pm	District Office (LCAP/Budget Hearing)
June 18, 2019	Regular Board Meeting	5:30pm	District Office

~~11. Return to Closed session as needed~~

Open Session Adjournment Time: 8:45 P.M.

BUSD May 21, 2019 Board Meeting Minutes

Respectfully Submitted,

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

Board Signature: _____ Date: _____

Bellevue Union School District
 Board Meeting
 Tuesday May 21, 2019
 Sign-in Sheet

Name	School Site/Community Member
1 Kenny Fernandez	TM PRINCIPAL
2 Kelly Fitzgerald-Dimsho	TM teacher
3 Orefa Dordittle	TM KW
4 Ellana Johnstone	MV
5 Kathy Le Roy	MV
6 Gina Lewis	BV
7 Rachel Icaza	Sonoma County Library
8 Joan B	TM
9 Anna Meyer	TM
10 Julie Stof	KS
11 Daniel Hoffman	MV
12 Mindy Simonson	BV
13 Pam Backman	KS
14 Cheryl Campbell-Sapp	MV
15 Ashley Bridges	BV/TM
16 Stephani Gerke	BV
17 Gilde ReNew	District
18 Angelina Estrada	KS
19 Nina Coz	BV
20 Paul Castro	Kawana
21 Lynn Reinck	KS
22 Sierra Gonper	DO - BUSD

Bellevue Union School District
Board Meeting
Tuesday May 21, 2019
Sign-in Sheet

Name	School Site/Community Member
1 Dorothy Schwede	TM
2 Patricia Gomez	BS
3 Zoe Farrell	BUS
4 William Finner	SLC
5 Anne Wased	BV
6 Yozmin Becerra	MV
7 Jeanette Rohner	TM / B&A
8 Yekaterina Rodriguez	
9 Louisa Rin	MV
10 Gillian	BV
11 Hunter Rinne	BV
12 BETHANY VIDALLO	community
13 Rick Ringels	Community
14 Tony Boyce	KAAS
15 Christine Bolo	MV
16 Just Nowlin	Bellevue
17 Kason Martin	Kawana
18	
19	
20	
21	
22	



Renewal Notification RN-6652
DATE 05/01/2019
TERMS
P.O. NO. ..

PLEASE REMIT TO:
Aeries Software
 770 The City Dr. S.
 Suite 6500
 Orange, CA 92868

BILL TO Bellevue Union Elementary School District
 3150 Education Dr.
 Attn: Accounts Payable
 Santa Rosa, CA 95407

This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at conniec@aeries.com or 888-487-7555.

Message:

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
1621	Hosting for small districts and single schools. Enrollments less than 2k	4.50	07/01/2019	06/30/2020	\$7,294.50
13	Aeries ASP Subscription - Additional/Prior Years Databases	200.00	07/01/2019	06/30/2020	\$2,600.00

SUBTOTAL 9,894.50

TOTAL 9,894.50

AMOUNT RECEIVED \$
AMOUNT DUE \$

RECEIVED

MAY 13 2019

Bellevue Union School District



Blackboard Inc.
 3815 River Crossing Parkway, Suite
 200
 Indianapolis, IN 46240 USA
 Phone: +1 202.463.4860
 Fax: +1.312.236.7251
 Email: operations@blackboard.com
 Tax ID: 52-2081178

Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Bellevue Union School District
 3223 Primrose Ave
 Santa Rosa, CA 95407
 USA

Date: 06/03/2019
Customer No: 314739
Document No: CSF000284876

Customer Primary Contact: David Alexander

RENEWAL PRODUCTS AND SERVICES:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
1650	BC-MN	Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	07/01/2019	06/30/2020	2,499.75
5	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2019	06/30/2020	5,050.00
1650	MCA-SMM-APP	Tool for managing all district and school social media accounts.	07/01/2019	06/30/2020	666.60
1650	MCA-APP	Blackboard Mobile Communications App	07/01/2019	06/30/2020	1,000.00
Renewal Amount (USD)					9,216.35

RENEWAL CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next renewal period starts on **07/01/2019**. Per the terms of your contract, this license may be automatically renewed 30 days prior to this renewal period start date.

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Renewal Amount and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please complete the following to ensure accurate billing:

1. Billing information is accurate: _____ *(please initial or note corrections)*
2. Purchase Order No. _____ - OR - My organization does not require a Purchase Order _____ *(please initial)*
3. Please send this completed renewal confirmation notice and the accompanying purchase order, unless a purchase order is indicated as not required above, via any one of the following methods by **06/21/2019**:
 - Email: operations@blackboard.com
 - Fax: +1.312.236.7251
 - Mail: Blackboard Inc., 3815 River Crossing Parkway, Suite 200, Indianapolis, IN 46240, USA



QUOTE

600 108th Ave. NE, Suite 805
 Bellevue, WA 98004-4454
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

Date:	June 12, 2019
Quote #	DB061844101
Quote Type:	Existing
Promo Code:	
Valid Until:	6/20/2019 12:00:00 AM

Customer		Prepared By
Lawrence Black Director of Educational Technology and Innovation lblack@busd.org (707) 542-5197 ext. 10	Bellevue Union School District, CA Bellevue Union School District 3150 Education Dr Santa Rosa, CA 95407	Alisha Burns Renewal Specialist alisha.burns@dreambox.com EXT: 450

Qty	Description	Price	Sub-Total
1	60-minute Webinar One customized 60-minute professional development session for educators.	\$350.00	\$350.00
4	Renewal <501 DreamBox Site License 12 month site license adoption for Bellevue, Meadow View, KAWANA Springs, and Taylor Mountain Elementary	\$7,790.00	\$31,160.00
	Sales Tax	\$0.00	\$0.00
	Outside of the states of Washington South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Total Amount:	\$31,510.00

Purchase Options:

- To pay by purchase order, please fax your purchase order to 425-484-6476.
- To pay by credit card, please [click here](#)

This Quote is specifically conditioned upon the acceptance of the below terms and conditions. Issuance of a purchase order and/or payment for any of the products listed in this Quote by Customer shall be deemed acceptance of the below terms and conditions.

Terms and Conditions:

This quotation is valid for 30 days from delivery unless otherwise indicated or earlier terminated by DreamBox Learning. Customer must issue a purchase order referencing the Quote number above to complete the sale of the products listed in this Quote. DreamBox Learning objects to any different or additional terms in Customer's purchase/sales order documentation, except as expressly agreed to in writing. Applicable activation codes for the subscriptions purchased will be issued following receipt of the authorized purchase order. Annual subscriptions begin on date of receipt of the applicable purchase order by DreamBox or upon the annual renewal date, as applicable. Billing terms are net 30 days from receipt by DreamBox Learning of the purchase order. All taxes, fees, levies are subject to change at the time of the order. Payments outstanding more than 30 days may result in cancellation of the subscriptions. All fees and payments are non-refundable. No failure or delay by DreamBox Learning in exercising any right shall constitute a waiver of that right. The subscriptions referenced in this Quote are subject to the acceptance of all terms set forth in the current version of the Terms of Use at <http://www.dreambox.com>. DreamBox Learning does not warrant its products or services except as specifically agreed to in writing. Any dispute regarding this Quote shall be governed by the laws of the State of Washington, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in King County, Washington, regardless of conflicts of laws. Initial Term of this Agreement shall be 12 calendar months from the Billing Start Date as set forth in the preceding Services Agreement.

Termination for cause can be effected by either party's written notice, effective upon receipt, if the other party has failed to cure a material breach for 30 consecutive days after receiving a detailed written request to cure. Such termination shall be customer's sole and exclusive remedy in case of non- or mal-

performance by DreamBox Learning including but not limited to DreamBox Education services less effective than agreed. No warranties are extended. All services are provided "as is." DreamBox Learning disclaims all express and implied warranties.



CLICK. CLICK. DONE.

support@esgisoftware.com
PO Box 938
Elkhart, IN 46515
Phone (443) 333-9898
Fax (866) 925-3450

DATE: 05/23/2019
EXPIRES: 08/23/2019
QUOTE NUMBER: 906183

PREPARED FOR:
NAME: Larry Black
STATE: California
DISTRICT: BELLEVUE UNION ELEMENTARY
SCHOOL: Multiple Schools

Each license is per teacher and up to 35 students.

Quantity	Description	Notes	List Price	Discounted Price	Amount
14	ESGI 12 Month License		\$199.00	\$149.00	\$2,086.00
Total					\$2,086.00

ORDER FORM

TO ORDER:

1. Complete the information below.
2. Email (support@esgisoftware.com) or Fax (866-925-3450) this form with your PO.
3. You will be sent an activation code after we receive your order. Please include an email address to which we should send the instructions.

Primary Contact (*Required)

(The person who will be sent the Activation Code to distribute to teachers.)

*Name: _____

*Email: _____

*Phone number if we have a question about the purchasing / payment: _____

Purchasing Number

Accounts Payable Phone Number and Email Address

If your order includes extra students, please provide the teacher name(s) and number of students in the box below so we can update the accounts accordingly.

Order Information (Optional):

COMPLETE EACH DATE BELOW FOR THE CURRENT SCHOOL YEAR TO ALLOW TEST SHARING.

Marking Period Type: Semesters Trimesters Quarters Other

End of First Marking Period: . . / . . /

End of Second Marking Period: . . / . . /

End of Third Marking Period: . . / . . / (if applicable)

End of Fourth Marking Period: . . / . . / (if applicable)

Additional Marking Periods: _____ (if applicable)



QUOTE

PO Box 3117
Redwood City, CA 94064
United States

Bellevue Union School District

Quote Date

4/17/2019

Attention To:

Lawrence Black

Quote Number

00013570

3150 Education Drive
Santa Rosa, CA 95407-2764
United States

Issued by:

Mitchell Derr

mitch.derr@hapara.com

Description	Unit Price	Quantity	Discount	Total Price
Unlimited access to Hapara Professional Learning Library including Live and Recorded Webinars during subscription period. - Hapara Professional Learning onboarding and orientation webinar. Order for Bellevue Union School District. Your subscription runs from July 01, 2019 to June 30, 2022	USD 500.00	1.00	100.00%	USD 0.00
3 years of Hapara Instructional Management Suite Service (priced per student) which includes deployment and adoption services, including dedicated set-up and consultation/follow up, Professional Learning package, and top tier support services (24 hour response). Includes Dashboard, Highlights, Workspace, and Analytics. Order for Bellevue Union School District. Your subscription runs from July 01, 2019 to June 30, 2022	USD 14.28	1,300.00		USD 18,564.00

Subtotal	USD 19,064.00
Discount Amount	USD 500.00
Total Price	USD 18,564.00

Due Date 5/17/2019



Thank you for allowing us to provide you with a quote for our services. The quote is valid for 30 days from the date of the quote ("Quote Date" above).

Please note this quote does not include any applicable sales tax.

Please email Purchase Order to customeraccounts@hapara.com or fax to the following fax no:+1-650-644-2705. If you have any queries regarding pricing please feel free to contact the sales representative who issued the email (this can be found at the top of the quote).



Client Order

Q-32708

Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/30/2019
Valid Through: 6/29/2019

Prepared By: Kevin Mannion

Start Date: 7/1/2019
End Date: 6/30/2020
Quote Term: 12

Customer: Bellevue Union School District
Address: 3150 Education Drive
Santa Rosa, California 95407

Contact: Larry Black
Phone: 707. 542.5197 x10
Number of Schools: 7

Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,704	IO Assessment, Software License	IO Assessment Annual License	\$3.86	\$6,577.44
Year 1 TOTAL:				\$6,577.44

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

(g). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or

(ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Dick Davidson

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____



Client Order

Q-39760

Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 6/13/2019
Valid Through: 7/13/2019

Prepared By: Kevin Mannion

Start Date: 7/1/2019
End Date: 6/30/2020
Quote Term: 12

Customer: Bellevue Union School District
Address: 3150 Education Drive
Santa Rosa, California 95407

Contact: Larry Black
Phone: 707. 542.5197 x10
Number of Schools: 7

Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,650	IO Assessment, Software License	IO Assessment Annual License	\$3.86	\$6,369.00
Year 1 TOTAL:				\$6,369.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). **“Client Order”** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). **“Documentation”** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **“Licensed Product(s)”** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **“Services”** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **“Software”** means the Illuminate software programs described in the applicable Client Order.

(f). **“Subscription Period”** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“Termination”).

(g). **“Third Party Software”** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or

(ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Dick Davidson

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

QUOTE #48258

Quote Issued: April 22, 2019

Quote Expires: June 30, 2019

Important Message for purchaser

Before sending us your PO, visit your online quote here:

<https://mysteryscience.com/order/7a5c02>

Then click “Submit Purchase Order” or “Pay by Credit Card”

VENDOR

Mystery Science Inc.
1887 WHITNEY MESA DR #9350, Area 48258
HENDERSON, NV 89014
Fax: follow instructions above for fax #

DISTRICT

Bellevue Union School District
Santa Rosa, CA

Description	Unit Price	Qty.	Amount
District Membership for 2019-2020 with US	US \$999.00	3	US \$2,997.00
\$1,500 discount			
Regular price	US \$1,499.00		
33% renewal discount	(-US \$500.00)		
Discounted price	US \$999.00		
	Total discount		(-US \$1,500.00)
	Total		US \$2,997.00
	Net Amount Due		US \$2,997.00

All prices in US Dollars.



Yearly Pricing (per school)

	Before June 30th	Regular Price
First Year	US \$499	US \$1,499
Each Subsequent Year	US \$999	US \$1,499

To download our W-9, visit:

<http://mysteryscience.com/w9>

By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.





Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mystery Science Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
340 S. Lemon Ave #5236

Requester's name and address (optional)

6 City, state, and ZIP code
Walnut, CA 91789

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	5	-	4	1	7	5	6	9	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *Jan 18, 2019*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident



amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Bellevue Union School District - 371361
3150 Education Dr
Santa Rosa, CA 95407-2767
Contact: Lawrence Black - (707) 542-5197
Email: lblack@busd.org

Reference ID: 365928
Created: 06/11/2019

Quote Summary

School Count: 4

Renaissance Products & Services Total	\$28,286.80
Applied Discounts	\$(701.44)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$27,585.36

This quote includes: Renaissance Accelerated Reader, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

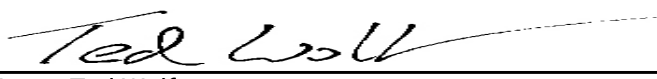
To receive applicable discounts, all orders included on this quote must be received at the same time.

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Bellevue Union School District - 371361
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 06/11/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Michael Bischoff at (866)391-5343, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details

Bellevue Elementary School - 285654

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2019 - 06/30/2020	350	\$7.00	\$(73.50)	\$2,376.50
Star Early Literacy Subscription Renewal	07/01/2019 - 06/30/2020	122	\$4.85	\$0.00	\$591.70
Star Math Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Star Reading Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Platform Services					
Annual All Product Renaissance Platform Renewal	07/01/2019 - 06/30/2020	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Bellevue Elementary School Total				\$(175.36)	\$6,896.34

Kawana Elementary School - 285601

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2019 - 06/30/2020	350	\$7.00	\$(73.50)	\$2,376.50
Star Early Literacy Subscription Renewal	07/01/2019 - 06/30/2020	122	\$4.85	\$0.00	\$591.70
Star Math Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Star Reading Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Platform Services					
Annual All Product Renaissance Platform Renewal	07/01/2019 - 06/30/2020	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Kawana Elementary School Total				\$(175.36)	\$6,896.34

Meadow View Elementary School - 1057477

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2019 - 06/30/2020	350	\$7.00	\$(73.50)	\$2,376.50
Star Early Literacy Subscription Renewal	07/01/2019 - 06/30/2020	122	\$4.85	\$0.00	\$591.70

RENAISSANCE®

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 Federal I.D. 39-1559474
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Quote
 # 2104300

Star Math Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Star Reading Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Platform Services					
Annual All Product Renaissance Platform Renewal	07/01/2019 - 06/30/2020	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Meadow View Elementary School Total				\$(175.36)	\$6,896.34

Taylor Mountain Elementary - 2437142

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2019 - 06/30/2020	350	\$7.00	\$(73.50)	\$2,376.50
Star Early Literacy Subscription Renewal	07/01/2019 - 06/30/2020	122	\$4.85	\$0.00	\$591.70
Star Math Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Star Reading Subscription Renewal	07/01/2019 - 06/30/2020	350	\$4.85	\$(50.93)	\$1,646.57
Platform Services					
Annual All Product Renaissance Platform Renewal	07/01/2019 - 06/30/2020	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Taylor Mountain Elementary Total				\$(175.36)	\$6,896.34

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School Year	G R	District of Residence	District Requested	School Requested	Reason	Incoming or Outgoing?	Recommendation based upon BP5117	Date of Board Meeting	Expires
2018-19	5	Bellevue	CRPUSD	University La Fies	Per Policy	Outgoing	Approved	6/18/19	06/31/19
2018-19	K	Bellevue	CRPUSD	University La Fies	Current Year Continuing	Outgoing	Approved	6/18/19	06/31/19
2018-19	2	Bellevue	CRPUSD	Richard Crane	Current Year Continuing	Outgoing	Approved	6/18/19	06/31/19

School Year	GR	District of Residence	District Requested	School Requested	Reason	Incoming or Outgoing?	Recommendation based upon BP5117	Date of Board Meeting	Expires
2019-20	4	Bellevue	Roseland	Sheppard	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	k	Bellevue	Roseland	Sheppard	Sibling with IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	3	Bellevue	Roseland	Sheppard	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	2	Bellevue	Roseland	Roseland	Childcare by Tia verified	Outgoing	Approved	6/18/19	06/30/2025
2019-20	K	Bellevue	Roseland	Sheppard	Childcare by Tia verified	Outgoing	Approved	6/18/19	06/30/2020
2019-20	3	Bellevue	Roseland	Sheppard	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2020
2019-20	K	Bellevue	Roseland	Sheppard	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2020
2019-20	3	Bellevue	Roseland	Sheppard	Childcare by Tia verified	Outgoing	Approved	6/18/19	06/30/2025
2019-20	2	Wright	Bellevue	Kawana	Dual Immersion	Incoming	Approved	6/18/19	06/30/2025
2019-20	4	Wright	Bellevue	Kawana	Dual Immersion	Incoming	Approved	6/18/19	06/30/2025
2019-20	1	Wright	Bellevue	Kawana	Dual Immersion	Incoming	Approved	6/18/19	06/30/2025
2019-20	6	Bellevue	CRPUSD	University La Fie	Per Policy	Outgoing	Approved	6/18/19	06/30/2025
2019-20	6	Bellevue	CRPUSD	Lawrence Jones	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	6	Bellevue	Roseland	Roseland Creek	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	1	Bellevue	Roseland	Roseland Creek	Sibling with IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	1	Bellevue	Roseland	Roseland	Childcare by Tia verified	Outgoing	Approved	6/18/19	06/30/2025
2019-20	1	Bellevue	Mark West	Mark West	Employment Verified	Outgoing	Approved	6/18/19	06/30/2020
2019-20	1	Bellevue	Mark West	Mark West	Employment Verified	Outgoing	Approved	6/18/19	06/30/2020
2019-20	1	Bellevue	CRPUSD	University La Fie	Per Policy	Outgoing	Approved	6/18/19	06/30/2025
2019-20	6	Bellevue	Sebastopol	Brookhaven	Childcare verified	Outgoing	Approved	6/18/19	06/30/2025
2019-20	6	Bellevue	CRPUSD	Lawrence Jones	Childcare	Outgoing	Approved	6/18/19	06/30/2020
2019-20	5	Bellevue	Roseland	Roseland	Continuing - CALPADS verified	Outgoing	Approved	6/18/19	06/30/2020
2019-20	2	Bellevue	Roseland	Sheppard	Childcare by "Tia"	Outgoing	Approved	6/18/19	06/30/2020
2019-20	4	Bellevue	Roseland	Roseland	Childcare by aunt verified	Outgoing	Approved	6/18/19	06/30/2025
2019-20	2	Bellevue	Roseland	Roseland Creek	Childcare by "Tia"	Outgoing	Approved	6/18/19	06/30/2020
2019-20	3	Bellevue	Roseland	Roseland Creek	Childcare by "Tia"	Outgoing	Approved	6/18/19	06/30/2020
2019-20	1	Roseland	Bellevue	Kawana	Dual Immersion	Incoming	Approved	6/18/19	06/30/2025
2019-20	K	Bellevue	CRPUSD	Richard Crane	Sibling with Approved IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	3	Bellevue	CRPUSD	Richard Crane	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	6	Bellevue	Rosleand	Roseland	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	TK	Bellevue	CRPUSD	Marguerite Hahn	EMployment Verified	Outgoing	Approved	6/18/19	06/30/2020
2019-20	2	Bellevue	Roseland	Roseland Creek	Childcare by Tia	Outgoing	Approved	6/18/19	06/30/2020
2019-20	2	Bellevue	Roseland	Roseland Creek	Childcare by aunt	Outgoing	Approved	6/18/19	06/30/2025
2019-20	2	Bellevue	Roseland	Sheppard	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2025
2019-20	3	Bellevue	SRCS	Brook Hill	Transportation/Attendance	Outgoing	Approved	6/18/19	06/30/2020
2019-20	3	Bellevue	SRCS	Brook Hill	Transportation/Attendance	Outgoing	Approved	6/18/19	06/30/2020

2019-20	2	Bellevue	SRCS	Brook Hill	Transportation/Attendance	Outgoing	Approved	6/18/19	06/30/2020
2019-20	2	Bellevue	Roseland	Sheppard	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2025
2019-20	2	Bellevue	Roseland	Roseland	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2025
2019-20	k	Bellevue	Roseland	Roseland	Sibling w/ approved IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	5	Bellevue	Roseland	Roseland	Sibling w/ approved IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	4	Forestville	Bellevue	Taylor mountain	Continuing	Incoming	Approved	6/18/19	06/30/2025
2019-20	4	Bellevue	Roseland	Sheppard	Childcare verified Tia	Outgoing	Approved	6/18/19	06/30/2020
2019-20	K	Bellevue	Wright	RL Stevens	Sibling w/ Approved IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	3	Bellevue	Roseland	Roseland Creek	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2025
2019-20	k	Bellevue	Roseland	Roseland Creek	Childcare verified aunt	Outgoing	Approved	6/18/19	06/30/2025
2019-20	1	Bellevue	Roseland	Sheppard	Childcare by tia	Outgoing	Approved	6/18/19	06/30/2020
2019-20	3	Bellevue	Roseland	Sheppard	Sibling with IDT	Outgoing	Approved	6/18/19	06/30/2025
2019-20	5	Bellevue	Roseland	Sheppard	Continuing	Outgoing	Approved	6/18/19	06/30/2025
2019-20	1	Bellevue	Wright	RL Stevens	Childcare* Verified Tia	Outgoing	Approved	6/18/19	06/30/2025

Bellevue Union School District Personnel Activity Log

For the period: May 21, 2019- June 17, 2019

Date of Board Approval: June 18, 2019

Hiring:

Certificated:

1. *Judith Brooke, 1.0 FTE Speech and Language Pathologist, District Wide- Effective 2019-2020 School Year*
2. *Margaret Jacobson, 1.0 FTE Principal, Taylor Mountain Elementary School- Effective 2019-2020 School Year*
3. *Maria Mandolini, 1.0 FTE DI Teacher, Kawana Springs Elementary School- Effective 2019-2020 School Year*
4. *Tracy Whitaker, 1.0 FTE Director of Student Services, District Wide- Effective 2019-2020 School Year*

Change of Contracts:

Nothing to report at this time

Retirements:

Certificated:

1. *Ilene Barth, 0.5 FTE Teacher, District Wide- Effective June 5, 2019*

Resignations:

Classified:

1. *Branda Sok, 0.5625 FTE Student Supervisor, Taylor Mountain Elementary School- Effective June 3, 2019*

Certificated:

2. *Tawny Fernandez, 1.0 FTE Principal, Taylor Mountain Elementary School- Effective June 30, 2019*
3. *Julie Stolze, 1.0 FTE Teacher, Kawana Springs Elementary School- Effective June 5, 2019*
4. *Laurie Warren, 1.0 FTE SDC Teacher, Taylor Mountain Elementary School- Effective June 5, 2019*



BELLEVUE UNION SCHOOL DISTRICT

Current Enrollment

School	8/27/2018	9/14/2018	10/15/2018	11/7/2018	12/5/2018	1/11/2019	2/6/2019	3/6/2019	4/3/2019	5/8/2019	6/5/2019
Bellevue	404	404	407	404	407	410	411	406	405	408	408
Kawana	353	359	353	349	352	350	352	352	351	351	351
Meadow View	421	420	413	409	405	408	408	406	405	407	406
Taylor Mountain	440	442	438	440	441	445	445	446	445	445	445
Total Enrollment	1618	1625	1611	1602	1605	1613	1616	1610	1606	1611	1610

Census Day (CalPADS/LCFF) Enrollment (1st Wednesday of October)

School	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
District	1736	1786	1769	1802	1753	1691	1616				
Charter	0	37	71	94	145	144	0	0	0	0	0
Total Enrollment	1736	1823	1840	1896	1898	1835	1616	0	0	0	0

Attendance (P2, Average Attendance over 8 Months) April 15th

School	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2020/22	2021/23	2020/23
Bellevue	403	406	391	366	387						
Kawana	388	381	365	337	337						
Meadow View	397	409	425	437	406						
Taylor Mountain	502	503	483	456	413						
District Attendance	1690	1699	1664	1597	1543	0	0	0	0		
<i>% Attendance</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>						
Charter	76	105	131	141	0						
With Charter	1765	1803	1794	1737	1543	0	0	0	0		
<i>% Attendance</i>	<i>95.94%</i>	<i>95.12%</i>	<i>94.54%</i>	<i>94.69%</i>	<i>95.46%</i>						

Updated: 6.13.19