



N O T I C E

**BOARD MEETING OF THE BELLEVUE UNION SCHOOL
DISTRICT BOARD OF TRUSTEES WILL BE HELD ON**

Tuesday August 15, 2023

5:30 PM CLOSED SESSION, 6:30PM OPEN SESSION

IN PERSON at 3150 EDUCATION DR

BELLEVUE UNION SCHOOL DISTRICT

3150 EDUCATION DRIVE SANTA ROSA, CA 95407

DATED: August 11, 2023

**Michael Kellison
SECRETARY TO THE BOARD
AND DISTRICT SUPERINTENDENT**

POSTED: August 11, 2023

BELLEVUE UNION SCHOOL DISTRICT
Regular Board Meeting
3150 Education Drive
Santa Rosa, CA 95407

Tuesday, August 15, 2023

AGENDA

1. Open Session 5:30 pm

1.1. Call To Order

1.2. 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. Persons wishing to comment should complete the public comment form and give it to the Superintendent prior to the start of the meeting. 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.

2. Adjourn To Closed Session

2.1. Closed Session Agenda

2.1.1. Consideration of Student Matter – Confidential Matter Involved §35146

2.1.1.1. Interdistrict Attendance Permit Appeals

2.1.2. Public Employment §54957

2.1.2.1. Leave of Absence

2.1.3. Conference with Labor Negotiator §54957.6

Agency Designated Representative: Michael Kellison, Superintendent

Employee Organization: Bellevue Education Association (BEA), Classified School

Employees Association (CSEA) Chapter 501

2.1.4. Conference With Legal Counsel – Existing Litigation (Gov. Code §54956.9(d)(1))

Case Name Unspecified: Disclosure of case name would jeopardize existing settlement negotiations

3. Reconvene to Open Session 6:30 pm

3.1. Flag Salute

3.2. Report on Closed Session

3.3. Consider Agenda Adjustment

4. Public Comment

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

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.

5. Information

- 5.1. CalFire Green Schoolyard Forest Planning Grant Presentation by Lisa Howard, Bay Tree Design and Raymond Baltar, Sonoma Ecology Center

6. Action

- 6.1. Consider Approval of 45 Day Budget Revision for FY 2023-2024
- 6.2. Consider Approval of Resolution No 1: Education Protection Account
- 6.3. Consider Approval of Resolution No 2: School and Classroom Capacity Limits for Purposes of Granting or Denying an Interdistrict Transfer Request
- 6.4. Consider Approval of Resolution No 3: Proclamation of September as Attendance Awareness Month
- 6.5. Consider Approval of 2023-2024 CSEA Chapter 501 Salary Schedule
- 6.6. Consider Approval of Memorandum of Understanding (MOU) Between Bellevue Union School District and Rincon Valley Partnership for Special Education Services
- 6.7. Ratification of Bills and Warrants

7. Consent Calendar

- 7.1. Board Meeting Minutes
 - 7.1.1. Special Board Meeting August 8, 2023
 - 7.1.2. Special Board Meeting July 17, 2023
 - 7.1.3. Regular Board Meeting June 27, 2023
 - 7.1.4. Special Board Meeting June 26, 2023
- 7.2. BUSD Service Agreement: Barbara Cavanaugh (BUSD Board Governance Workshop)
- 7.3. BUSD Service Agreement: Kenneth Schwinn (BUSD Home Study Program)
- 7.4. Lozano Smith Legal Services Retainer Agreement with BUSD
- 7.5. Crisp Imaging Sales Agreement with BUSD - Digitizing and hosting archival records
- 7.6. CSEA Salary Schedule Corrections to Pay Warrants for Bilingual Instructional Assistants 2021-2022
- 7.7. Interdistrict Requests 2023-24
- 7.8. Interdistrict Requests 2022-23
- 7.9. Board Personnel Transaction Form

8. Reports

- 8.1. California School Employees Association, Chapter 501
- 8.2. Bellevue Education Association

- 8.3. Principal Reports
- 8.4. Board Reports/Board Items
- 8.5. Superintendent Report
 - 8.5.1. Enrollment Update
 - 8.5.2. 2022-23 Interdistrict Transfer Data

9. Planning

September 12, 2023	Regular Board Meeting	5:30 pm	BUSD District Office 3150 Education Drive
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10. 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.

Any item "under separate cover" in the board packet is available at 3150 Education Dr. and posted to www.bUSD.org the day following the board meeting.

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

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

Bellevue Union School District

Agenda Item for Board Meeting of August 15, 2023

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of 45 Day Budget Revision for FY 2023.24

Prepared By: Chris J. Kim, CBO

Background:

E.C. 42127(h) specifies that "No later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act."

Although there is no statutory requirement to prepare a 45-day budget revision for overall expenditures, the District adheres to best practice and is presenting a summary of developments impacting the overall budget.

Recommended Action:

The District recommends that the Board approve the Budget 45 Day Revision as presented.

Supporting Documents:

45 Day Budget Revision Presentation



Fiscal Year 2023-24

45 Day Budget Revision

Chris J. Kim, Ed.D, MBA

Chief Business Official

ckim@busd.org



BELLEVUE UNION SCHOOL DISTRICT

	<i>Audited Actual</i>	<i>Audited Actual</i>	<i>Audited Actual</i>	<i>P2 Certified</i>	<i>BUDGET</i>	<i>45 Day Revise</i>
Bellevue Union SD	2019/20	2020/21	2021/22	2022/23	2023/24	2023/24
Enrollment (w/COE) *	1,628	1,556	1,487	1,551	1,551	1,615
Actual ADA	1,548	1,548	1,316	1,411	1,411	1,469
Funded ADA	1,557	1,548	1,534	1,495	1,454	1,469

* Total Enrollment includes students enrolled through the County Office of Education, but excludes non ADA generating TK Students at Census Day.



BELLEVUE UNION SCHOOL DISTRICT

REVENUE

LCFF

Federal

State

Local

Total

Unrestricted	Restricted	Combined
\$22,397,562	\$369,471	\$22,767,033
\$100,000	\$3,437,606	\$3,537,606
\$755,518	\$4,764,998	\$5,520,516
\$272,500	\$1,182,167	\$1,454,667
\$23,525,580	\$9,754,242	\$33,279,822

71%

29%

100%

LCFF REVENUE (Key Variables)

Unrestricted: Increase LCFF Funding Projection by + **\$248,910**

Unrestricted: Base Grant (Included in LCFF) + **\$179,721**

Unrestricted: Supp. & Conc. (Included in LCFF) + **\$69,189**

Unrestricted: Transportation + TK Add-On = \$638,471 (*No Change*)

Restricted: Special Education Property Taxes = \$369,471 (*No Change*)



BELLEVUE UNION SCHOOL DISTRICT

REVENUE	Unrestricted	Restricted	Combined
LCFF	\$22,148,652	\$369,471	\$22,518,123
Federal	\$100,000	\$3,437,606	\$3,537,606
State	\$755,518	\$5,150,350	\$5,905,868
Local	\$272,500	\$1,182,167	\$1,454,667
Total	\$23,276,670	\$10,139,594	\$33,416,264
	70%	30%	100%

STATE REVENUE (Key Variables)

Unrestricted: Block Grant + Lottery = \$268,528 (Ongoing)

Unrestricted: Transportation = \$486,990 (Ongoing)

Restricted: ELO + ASES = \$3,831,774 (Ongoing)

Restricted: STRS On-Behalf = \$825,043 (Ongoing)

Restricted: Arts, Music, Instr. Block Grant + **\$385,352**



BELLEVUE UNION SCHOOL DISTRICT

EXPENDITURES	Unrestricted	Restricted	Combined	
Certificated Salaries + \$225,000	\$7,908,503	\$2,846,724	\$10,755,227	30%
Classified Salaries	\$3,074,471	\$1,458,258	\$4,532,729	13%
Benefits	\$4,097,414	\$2,421,070	\$6,518,484	18%
Books and Supplies	\$215,000	\$1,485,470	\$1,700,470	5%
Services & Op. Exp. + \$403,865	\$2,657,766	\$9,246,994	\$11,904,760	34%
Indirect Costs	-\$378,500	\$378,500	\$0	
Total Expenditures	\$17,574,654	\$17,837,016	\$35,411,670	
<i>Contributions to Sp. Ed. + M&O</i>	<i>\$5,927,016</i>	<i>-\$5,927,016</i>	<i>\$0</i>	
Total	\$23,501,670	\$11,910,000	\$35,411,670	
	66%	34%	100%	

Expenditures



BELLEVUE UNION SCHOOL DISTRICT

Subsequent Year Budget & LCAP

In June of the Prior Fiscal Year Develop the Budget for the Following Fiscal Year

2nd Interim

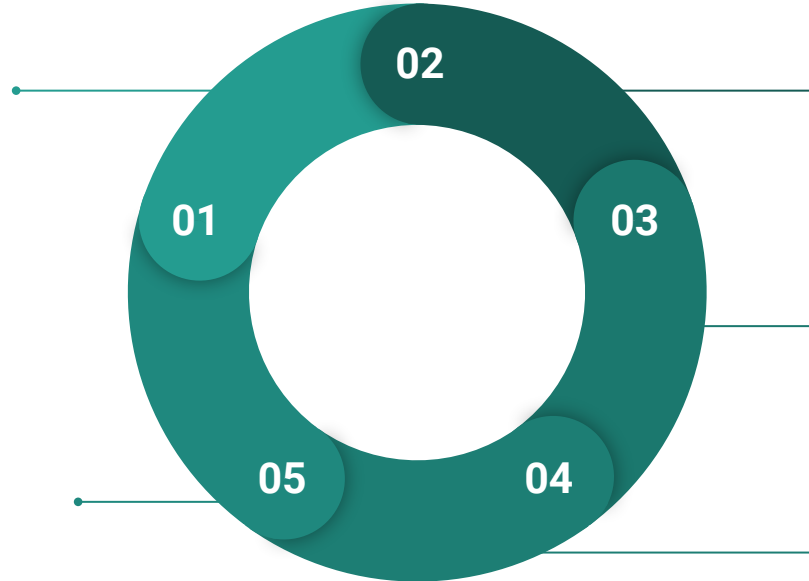
In March of the Current Fiscal Year, update Budget Assumptions (enrollment & ADA, Revenue, Expenditures).

Governor's Budget Proposal

Proposed 2023-24 California Budget in January

Audit

In January of the Current Fiscal Year, book Audit Adjustments. NOTE: This updates Beginning Fund Balances in CY.



45 Day Budget Revision

In August of the Current Fiscal Year, Update the Budget based on State Revenue Adjustments. FY 2022/23 Included an additional LCAP Revision.

Prior Year Unaudited Actuals

In September of the Current Fiscal Year, close the Financial Books for the Prior Fiscal Year. NOTE: This updates Beginning Fund Balances in the Current Fiscal Year.

1st Interim

In December of the Current Fiscal Year, update Budget Assumptions (enrollment & ADA, Revenue, Expenditures).

NET & ENDING FUND BALANCE



BELLEVUE UNION SCHOOL DISTRICT

1

Unaudited Actuals

2

Census Day Enrollment

3

Audit

4

Bargaining Agreements

Additional Fiscal Considerations

Bellevue Union School District

Agenda Item for Board Meeting of August 15, 2023

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of Resolution No 1: Education Protection Account

Prepared By: Chris J. Kim, CBO

Background:

The Education Protection Account (EPA) provides local educational agencies (LEAs) with general purpose state aid funding pursuant to Section 36 of Article XIII of the California Constitution. The EPA funding is a component of an LEA's total LCFF entitlement as calculated in the Principal Apportionment.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the funding received from the Education Projection Account (EPA) are spent in the school or schools within its jurisdiction.

In FY 2023/24, \$369,471 is budgeted in total EPA Funding and encumbered for Instructional Teacher Salaries.

Recommended Action:

Approve as presented.

Supporting Documents:

Resolution No. 1 Regarding the Education Protection Account
LCFF Calculation
Resource 1400, EPA, Budget Confirmation

BOARD OF TRUSTEES
OF THE
BELLEVUE UNION SCHOOL DISTRICT

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT
RESOLUTION NO. 1

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36 (f);

WHEREAS, the District shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify

whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Bellevue Union School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Bellevue Union School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: 8/15/23

President, Board of Trustees

AYES: _____

NOES: _____

ABSENT: _____

I, Michael Kellison, Secretary of the Board of Trustees of this school district, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting held August 15, 2023.

Secretary, Board of Trustees

Bellevue Union (70615) - FY 2023/24 Budget for Adoption 6/8/23

EDUCATION PROTECTION ACCOUNT

		Certification Period:
		2023-24
EDUCATION PROTECTION ACCOUNT (EPA) MINIMUM ENTITLEMENT		
A-1	Total ADA for EPA Minimum	1,468.64
A-2	Minimum Funding per ADA	\$ 200
A-3	EPA Minimum Funding (A-1 * A-2)	\$ 293,728
EPA PROPORTIONATE SHARE CAP		
B1, B4	2012-13 Deficit Base RL/Charter Rate (adjusted for COLA eff. 21/22)	\$ 6,890.08
B2, B5	Current Year Funded ADA, excluding NSS	1,468.64
B-7	2012-13 Deficit Other Revenue Limit per ADA (adjusted for COLA eff. 21/22)	58.06
B-8	Current Year Funded ADA, including NSS	1,468.64
	<i>Adjusted Total Revenue Limit</i>	\$ 10,204,316
B-10	<i>Current Year Adjusted NSS Allowance</i>	\$ -
B-12	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	\$ 10,204,316
B-13	Local Revenue/In-Lieu of Property Taxes	\$ 9,834,528
B-14	EPA Proportionate Share Cap (B-12 - B-13; If less than 0, B-14 = 0)	\$ 369,788
EPA PROPORTIONATE SHARE		
C-1	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	\$10,204,316
C-2	Statewide EPA Proportionate Share Ratio <i>(as of P-2 certification)</i>	45.21920787%
C-3	EPA Proportionate Share (C-1 * C-2)	\$ 4,614,311
EPA ENTITLEMENT		
D-1	EPA Entitlement (If C-3 < B-14, then C-3; else B-14); (If C-3 and B-14 < A-3, then A-3)	\$ 369,788
D-2	Miscellaneous Adjustments**	\$-
D-3	Adjusted EPA Entitlement (D-1 + D-2)	369,788
D-4	Prior Year Annual Adjustment	-
D-5	P2 Entitlement Net of PY Adjustment	369,788
C-2	Statewide EPA Proportionate Share Ratio <i>(as of Annual certification)</i>	45.21920787%
	<i>Adjusted EPA Allocation (used to calculate LCFF Revenue)</i>	369,788

Balances through June (12)					Fiscal Year 2023/24	
FD- RSRC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget		Revenue	Account Balance
Fund 01 - General Fund						
01- 1400- 0- 0000- 0000- 8012- 000- 0000	EPA,EPA	290,750.00	369,788.00			369,788.00
	Total for Object 8012	290,750.00	369,788.00		.00	369,788.00
01- 1400- 0- 0000- 0000- 8019- 000- AR00	Revenue Limit S,EPA				76,015.00	76,015.00-
	Total for Object 8019	.00	.00		76,015.00	76,015.00-
	Total for Revenue Accounts	290,750.00	369,788.00		76,015.00	293,773.00
FD- RSRC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
01- 1400- 0- 1110- 1000- 5899- 690- 0000	Budget,Instruction,Regula	290,750.00	369,788.00			369,788.00
	Total for Expense Accounts and Object 5899	290,750.00	369,788.00	.00	.00	369,788.00
Total for Org 005 and Fund General Fund						
	Starting Balance	+ Revenues	- Encumbrances	- Expenditures	= Calculated Ending Balance	
Budgeted		369,788.00		369,788.00		
Actuals	.00	76,015.00			76,015.00	

Bellevue Union School District

Agenda Item for Board Meeting of August 15, 2023

Agenda Category: Review and Action

Agenda Item Title: Review and Consideration of Resolution No 2 to Establish Capacity Limits for Class Sizes and Special Programs.

Prepared By: Michael Kellison, Superintendent

Background:

The purpose of this resolution is to establish, on a yearly basis, capacities for various grades, special classrooms, and special programs. The purpose of adoption of such a resolution is to assist our district, when granting or denying interdistrict transfers, so that the districts have established capacities prior to making determinations about space. While cost exceeding the income brought in by a student has been found by the Office of Civil Rights (“OCR”) to not be a legitimate basis for denying an interdistrict permit if this disproportionately impacts a protected class, such as students with disabilities, a lack of space for the student has been accepted by OCR as non-discriminatory and permissible reason for a denial. In the case of special day classes, resource programs, and other special programs, it is particularly helpful to have capacities established, so that a district’s denial of an interdistrict transfer due to lack of capacity is supported by a concrete determination based on reality, not speculation.

Recommended Action:

Approval of Resolution No 2 School and Classroom Capacity Limits for Purposes of Granting or Denying an Interdistrict Transfer Request

Supporting Documents:

Resolution No 2 School and Classroom Capacity Limits for Purposes of Granting or Denying an Interdistrict Transfer Request

**BEFORE THE GOVERNING BOARD OF THE
BELLEVUE UNION SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA**

In the Matter of School and	)	RESOLUTION NO. 2
Classroom Capacity Limits	)	
for Purposes of Granting or	)	
Denying an Interdistrict	)	
<u>Transfer Request</u>	)	

WHEREAS the Board hereby finds that it is in the best interest of the BELLEVUE UNION SCHOOL DISTRICT that the District meet its obligation to serve residents before using its resources to serve new students who transfer into the District through an interdistrict transfer agreement and/or permit;

WHEREAS the Governing Board of this District supports providing out-of-District students with an in-District placement where possible pursuant to an interdistrict transfer agreement and/or permit;

WHEREAS to accomplish these goals, it is necessary for the District to determine whether there is space for new students in all classroom settings, ranging from general education to special education;

WHEREAS, determination of limitations on capacity for purposes of interdistrict transfers exist to allow for in-District residential growth after interdistrict transfer requests have been processed;

WHEREAS, lack-of-space is a recognized, legitimate basis for denying a new interdistrict transfer request;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the BELLEVUE UNION SCHOOL DISTRICT that the District hereby sets forth criteria for denying an interdistrict transfer request due to lack of space for the 2023-24 school year:

1. Classes at the relevant grade level may be deemed to be full for purposes of interdistrict transfers when the Grades TK-3 reach 20 students or Grades 4-6 reach 25 students
2. For resource specialist programs, in addition to considerations of grade level and district capacity, a resource specialist program may be deemed full when all 1.0 full time equivalent (“FTE”) RSP case managers’ caseloads are higher than 20:1, or, where a RSP is not 1.0 FTE, a prorated ratio based upon the fraction of FTE the RSP is hired to teach;
3. For special day class (“SDC”) students, in addition to considerations of grade level and district capacity:
 - a. A Mild-to-Moderate SDC may be deemed full for purposes of interdistrict transfers when the student:teacher ratio exceeds 4:1.
 - b. A Moderate-to-Severe SDC may be deemed full for purposes of interdistrict transfers when the student:teacher ratio exceeds 3:1.
 - c. An autism SDC will be deemed full for purposes of interdistrict transfers when the student:teacher ratio exceeds 4:1.
6. For new programs or classes, the Superintendent or his/her designee may establish capacities for purposes of interdistrict transfers.

The foregoing Resolution was adopted by the Governing Board of the BELLEVUE UNION SCHOOL DISTRICT on the 15 day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

President, Governing Board

I, _____, Clerk of the Governing Board of the BELLEVUE
UNION SCHOOL DISTRICT do hereby certify that the foregoing Resolution was regularly
introduced, passed and adopted by the Governing Board at its meeting held on August 15, 2023.

Clerk, Governing Board

Bellevue Union School District

Agenda Category: Review and Action

Agenda Item Title: Resolution No 3: Proclamation of September as Attendance Awareness Month

Prepared By: Moriah Hart, Executive Assistant

Background:

Bellevue Union School District has proclaimed September as Attendance Awareness Month for several years. The attached resolution supports improving school attendance and reducing chronic absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotionally and socially.

Recommended Action:

It is recommended that the Board of Trustees approve Resolution No 3: Proclamation of September as Attendance Awareness Month

Supporting Documents:

Resolution No 3: Proclamation of September as Attendance Awareness Month

Bellevue Union School District
Resolution No: 3
Proclamation of September 2023 as Attendance Awareness Month

WHEREAS, good attendance is essential to student achievement and graduation, and we are committed to dedicating our resources and attention to reducing chronic absenteeism rates, with a focus starting as early as prekindergarten and kindergarten; and,

WHEREAS chronic absence – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two of three days a month – is a proven predictor of academic trouble and dropout rates,

WHEREAS, chronic absence is now a required reporting metric under the federal Every Student Succeeds Act; and,

WHEREAS, improving attendance and reducing chronic absence takes commitment, collaboration and tailored approaches to particular challenges and strengths in each community; and

WHEREAS, chronic absence predicts lower third-grade reading proficiency, course failure and eventual dropout, it weakens our communities and our local economy; and,

WHEREAS, the impact of chronic absence hits low-income students and children of color particularly hard if they don't have the resources to make up for lost time in the classroom and are more likely to face systemic barriers to getting to school – such as unreliable transportation, lack of access to health care, unstable or unaffordable housing; and,

WHEREAS, attendance gaps among groups of students often turn into achievement gaps that undermine student success. Chronic absence particularly exacerbates the achievement gap that separates low-income students from their peers, since students from low-income families are both more likely to be chronically absent and more likely to be affected academically by missing school; and,

WHEREAS, absenteeism also undermines efforts to improve struggling schools, since it's hard to measure improvement in classroom instruction if students are not in class to benefit from them; and,

WHEREAS, schools and community partners can reach out more frequently to absent students to determine what barriers they face to attending school and what would help them attend more regularly; and,

WHEREAS, health care providers can share the importance of school attendance with families and can offer proactive, preventive care to reduce absences; and,

WHEREAS, schools and districts must do more to track, calculate and share the data on how many students are chronically absent so that we can see the attendance gaps and can deliver the right interventions to the right students; and,

WHEREAS, all students – even those who show up regularly – are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and,

WHEREAS, chronic absence can be significantly reduced when schools, families and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school.

NOW, THEREFORE BE IT RESOLVED that as the Board of the Bellevue Union School District and the Superintendent, we proclaim that our schools will stand with the nation in recognizing September as “Attendance Awareness Month.” We hereby commit to improving school attendance and reducing chronic absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotionally and socially.

The foregoing resolution was moved by Trustee _____, seconded by Trustee _____, and adopted at a regular meeting of the Bellevue Union School District Board of Trustees on August 15, 2023 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of August 2023.

Lisa Reyes
President

Michael Kellison
Superintendent & Secretary to the Board

Bellevue Union School District

Agenda Item for Board Meeting of August 15, 2023

Agenda Category: Action

Agenda Item Title: Revised Classified Salary Schedule for 2023-24

Prepared By: Stacy Spector

Background:

The District's Classified Salary Schedule has been revised across all steps and columns per the terms of the Collective Bargaining Agreement with the Classified School Employees Association (CSEA) Local 501, which was ratified and then approved by the Board on June 27, 2023.

The District and Classified School Employees Association (CSEA) Local 501 have a mutual interest in offering competitive salaries for both recruitment and retention of highly effective staff. One strategy to accomplish this goal is to reduce the number of Steps that it takes to advance to the furthest Step, and to increase the amount of compensation between each step.

The 'shortened' Classified Salary Schedule provides more pay, sooner, than previous salary schedules. The number of Steps has been reduced to 20 Steps from 28 Steps.

The total range of pay remains the same, from \$16.70-\$39.12. The total number of Columns (or Ranges) remain the same, however there is now a consistent 5% increase across the first five steps and Steps 6-20 have a different percentage but it is also consistent between each Column/Range.

Additionally, per the terms of the agreement, the District's annual contribution to Employee Health and Wellness Benefits for Classified Staff calls for an increase benchmarked to the Settled Agreement with the Bellevue Education Association (BEA).

Recommended Action:

Review and Approve as presented.

Supporting Documents:

Classified Salary Schedule for 2023-24



Classified Salary Schedule

Board Adopted: TBD

Effective: July 1, 2023

COLUMN	5	6	7	8	9	11*	13*	14	15	17	18	19	20	21	22*
STEP															
1	\$16.70	\$16.86	\$17.29	\$17.84	\$18.34	\$18.39	\$19.32	\$19.80	\$20.65	\$21.32	\$22.51	\$22.93	\$25.64	\$25.89	\$26.42
2	\$17.54	\$17.70	\$18.15	\$18.73	\$19.26	\$19.31	\$20.29	\$20.79	\$21.68	\$22.39	\$23.64	\$24.08	\$26.92	\$27.18	\$27.74
3	\$18.41	\$18.59	\$19.06	\$19.67	\$20.22	\$20.27	\$21.30	\$21.83	\$22.77	\$23.51	\$24.82	\$25.28	\$28.27	\$28.54	\$29.13
4	\$19.33	\$19.52	\$20.02	\$20.65	\$21.23	\$21.29	\$22.37	\$22.92	\$23.90	\$24.68	\$26.06	\$26.54	\$29.68	\$29.97	\$30.58
5	\$20.30	\$20.49	\$21.02	\$21.68	\$22.29	\$22.35	\$23.48	\$24.07	\$25.10	\$25.91	\$27.36	\$27.87	\$31.17	\$31.47	\$32.11
6	\$20.59	\$20.81	\$21.28	\$22.00	\$22.62	\$22.68	\$23.82	\$24.42	\$25.47	\$26.29	\$27.76	\$28.28	\$31.62	\$31.95	\$32.58
7	\$20.89	\$21.12	\$21.54	\$22.31	\$22.94	\$23.00	\$24.16	\$24.78	\$25.83	\$26.67	\$28.15	\$28.68	\$32.08	\$32.44	\$33.04
8	\$21.18	\$21.44	\$21.79	\$22.63	\$23.27	\$23.33	\$24.50	\$25.13	\$26.20	\$27.05	\$28.55	\$29.09	\$32.53	\$32.92	\$33.51
9	\$21.48	\$21.75	\$22.05	\$22.94	\$23.59	\$23.65	\$24.84	\$25.48	\$26.56	\$27.43	\$28.95	\$29.50	\$32.99	\$33.41	\$33.98
10	\$21.77	\$22.07	\$22.31	\$23.26	\$23.92	\$23.98	\$25.18	\$25.83	\$26.93	\$27.81	\$29.35	\$29.91	\$33.44	\$33.89	\$34.45
11	\$22.07	\$22.39	\$22.57	\$23.58	\$24.25	\$24.31	\$25.52	\$26.19	\$27.29	\$28.19	\$29.74	\$30.31	\$33.89	\$34.37	\$34.91
12	\$22.36	\$22.70	\$22.83	\$23.89	\$24.57	\$24.63	\$25.86	\$26.54	\$27.66	\$28.57	\$30.14	\$30.72	\$34.35	\$34.86	\$35.38
13	\$22.66	\$23.02	\$23.08	\$24.21	\$24.90	\$24.96	\$26.21	\$26.89	\$28.02	\$28.94	\$30.54	\$31.13	\$34.80	\$35.34	\$35.85
14	\$22.95	\$23.33	\$23.34	\$24.52	\$25.22	\$25.28	\$26.55	\$27.24	\$28.39	\$29.32	\$30.94	\$31.54	\$35.26	\$35.83	\$36.32
15	\$23.25	\$23.65	\$23.60	\$24.84	\$25.55	\$25.61	\$26.89	\$27.60	\$28.75	\$29.70	\$31.33	\$31.94	\$35.71	\$36.31	\$36.78
16	\$23.54	\$23.97	\$23.86	\$25.16	\$25.88	\$25.94	\$27.23	\$27.95	\$29.12	\$30.08	\$31.73	\$32.35	\$36.16	\$36.79	\$37.25
17	\$23.84	\$24.28	\$24.12	\$25.47	\$26.20	\$26.26	\$27.57	\$28.30	\$29.48	\$30.46	\$32.13	\$32.76	\$36.62	\$37.28	\$37.72
18	\$24.13	\$24.60	\$24.37	\$25.79	\$26.53	\$26.59	\$27.91	\$28.65	\$29.85	\$30.84	\$32.53	\$33.17	\$37.07	\$37.76	\$38.19
19	\$24.43	\$24.91	\$24.63	\$26.10	\$26.85	\$26.91	\$28.25	\$29.01	\$30.21	\$31.22	\$32.92	\$33.57	\$37.53	\$38.25	\$38.65
20	\$24.72	\$25.23	\$24.89	\$26.42	\$27.18	\$27.24	\$28.59	\$29.36	\$30.58	\$31.60	\$33.32	\$33.98	\$37.98	\$38.73	\$39.12

Range 5: Instructional Assistant, School Cafeteria Dishwasher, Student Supervision

Range 6: Bilingual Instructional Assistant

Range 7: Special Education Aide

Range 8: Kitchen Operator

Range 13: Full Inclusion Aide

Range 14: Health Care Assistant, School Office Assistant

Range 17: Grounds Worker, Night Custodian

Range 18: Maintenance Technician

Range 19: Day Custodian (Plant Operations Lead), Family Engagement Facilitator, School Cook

**Range 20: District Accounts Tech/Receptionist School Office Manager, Literacy Specialist Paraprofessional,
Special Ed. Administrative Assistant**

Range 21: Bilingual Literacy Specialist Paraprofessional

*No current position within the classification Range

FISCAL YEAR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO SALARY SCHEDULE	4%	4%	5%	4%	6.56%	TBD
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS	N/A	N/A	\$2,788.80	\$2,000	\$1,000	TBD

Bellevue Union School District

Agenda Item for Board Meeting of August 15, 2023

Agenda Category: Review and Action

Agenda Item Title: Memorandum of Understanding (MOU) Between Bellevue Union School District and Rincon Valley Partnership for Special Education Services

Prepared By: Tracy Whitaker, Director of Student Services

Background: BUSD is seeking additional placement options for students who require a special day class program with enriched counseling and social emotional support. BUSD will access the SELP (Social Emotional Learning Program) It is not fiscally prudent to join RVP for all programs due to the number of students currently being served by the district.

Recommended Action:

It is recommended that the Board of Trustees approve

Supporting Documents:

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
RINCON VALLEY UNION SCHOOL DISTRICT
BETWEEN AND AMONG THE FOLLOWING PARTNER DISTRICTS FOR
PRE-SCHOOL AND MODERATE TO EXTENSIVE SUPPORT NEEDS SPECIAL EDUCATION
PROGRAMS:**

Bennett Valley Union School District	Piner-Olivet Union School District
Bellevue Union School District	Rincon Valley Union School District
Kenwood Elementary School District	Roseland Elementary School District
Mark West Union Elementary School District	Wright Elementary School District

This Memorandum of Understanding ("MOU"), is entered into this 1st day of July, 2023 by and between the above listed Sonoma County school districts (hereinafter referenced individually as "Partner" or "party," and collectively as "Partners" or "parties").

WHEREAS, each party to this MOU is a public school district under the jurisdiction of a governing board; and

WHEREAS, it is to the mutual programmatic and financial benefit of the Partners to join together as Partner Districts for the provision of specific special education and student services for the students of the Partners; and

WHEREAS, the parties desire to set forth the understanding between the Partners regarding the administration, programs, and funding of the Partnership;

NOW, THEREFORE, THE PARTNERS AGREE AS FOLLOWS:

1. **PARTNERSHIPS**

Partners in this agreement are either full or partial. Full Partners support and have access to all Partner programs. Partial Participants select the Partnership program(s) they support and access. Partners intending to change their level of participation must adhere to the notification timelines outlined in Section 10.

Partnership Options and Definitions

Full Partnership: The Partner participates in the preschool speech, preschool and TK special day class, preschool inclusion program, school age (K-6) Extensive Support Needs (ESN) special day class and K-3 Social Emotional Learning Program (SELP) special day class programs to the extent that the Partner has students who would be appropriately placed in these programs and is not operating a district class in those categories. Partners contribute their share toward housing and administrative expenses per the Partnership agreements.

Partial Partnership: The Partner has been a full Partner, but elects to start a district run program and not to participate in one or more of the Partnership programs. It is understood by all parties that Partner districts shall not subsidize non-member districts who elect to use the Partnership programs and that districts desiring to be partial Partners shall adhere to the SELPA timeline for program transfer. Partial Partners continue to have the housing obligation for the Partnership programs in which they participate.

Partial Partners pay a rate for the programs in which they choose to participate that includes fees to cover direct costs for the students served in the program as well as a proportional share of the administrative and housing costs plus RVUSD's initial cost rate for human resources, billing, and IEP related costs. Depending on the program, the fee shall be up to but not exceeding the SCOE budgeted (initial) rate for the year. In kind costs such as providing housing beyond obligation may count toward the cost of the program pending fiscal analysis by RVUSD.

Partial Partnership Options:

- 1) Preschool Speech and Preschool and/or TK Special Day Class
- 2) Preschool Inclusion Program
- 3) School Age Special Day Class (Kindergarten through 6th Grade -ESN)
- 4) K-3 SELP Special Day Class (Social Emotional Learning Program)

Partial Partners who would like to use a program for which they are not a member, as an appropriate IEP placement for a child, may do so at the SCOE budgeted (initial) rate pending space availability and IEP team placement. Partial Partners must indicate their desire to be Partial Partners and in what programs by November 15 of each year for the subsequent year. Partial Partners may apply for reinstatement of full Partnership by notifying RVUSD by March 1st of the year prior to the fiscal year in which the partner wants to be readmitted. Readmittance must be approved by RVUSD which shall impose a re-admittance fee.

Non Partner Rates:

Any SELPA member district may utilize available Partnership programs appropriate for their students at the SCOE rate pending space availability, IEP team placement and confirmed by an MOU with RVUSD.

2. PARTNERSHIP PROGRAMS AND SERVICES

For the 2023-2024 school year, RVUSD intends to offer the following Programs:

- 1) Preschool Speech (PSP)
- 2) Preschool Special Day Class (PK/TK SDC)
- 3) Preschool Inclusion Program
- 4) School Age (K-6) Special Day Class (ESN SDC)
- 5) K-3 Social Emotional Learning Program (SELP)

Other Programs may be offered if mutually agreed to by the District and Partners.

RVUSD, in consultation with Partner districts, shall determine all Program/class locations, considering the residency of the students in the program/class and other appropriate factors.

3. PARTNER RESPONSIBILITIES

- a. Partners are responsible for compliance with the RVP Housing Policy, incorporated herein by reference. Partners are promptly responsible for addressing any concerns raised by RVUSD regarding failure to comply with the Housing Policy. Partners that fail to address concerns in a timely manner may be barred from membership in subsequent years, pursuant to Section 11.
- b. Site Principal's Roles and Responsibilities:
 - 1) Provide for the health and safety of the students, for example:
 - a) Ensure communication to affected RVP teachers and ensure participation during lockdowns/emergency drills
 - b) In the event of an emergency (e.g., lockdown, shelter in place, etc.) communicate to RVP Program Manager and/or Office Manager who will provide information to affected families
 - c) Respond to emergency health needs and/or provide first aid as necessary
 - 2) Student discipline pending the arrival of the Program Manager or other RVP administrator.
 - 3) Facilitate mainstreaming.
 - 4) Ensure compliance with any applicable RVUSD collective bargaining agreement as it relates to Program staff.
- c. Calendar/Extended Year Program: Programs/services shall follow the school calendar of the Rincon Valley Union School District. If an extended school year is appropriate, it shall be specifically noted in the student's Individualized Education Plan (IEP). Costs for extended school year programs will be billed separately from the regular school year fee for service.
- d. Partners are responsible for expenses as set forth in Section 4 below.
- e. Partners acknowledge that the amount of RVUSD's required set-asides for economic uncertainty and routine restricted maintenance accounts may be increased due to its expenditures on behalf of the Partnership. It is the intent of the Partners that this increase be allocated among all Partners through appropriate accounting procedures in order to avoid an undue financial burden on RVUSD. Therefore, the Partners agree to fully cooperate with and support RVUSD, as well as local or state education officials as applicable, in establishing and maintaining accounting procedures necessary to ensure that the set-aside increases are allocated among the Participants based on expenses paid.

- f. Partners will adhere to the [RVP/DOR Process Agreement: Preschool Referrals & Initial IEPs](#) as indicated in the attached document.
- g. Partners acknowledge responsibility for responding to requests for Independent Educational Evaluations (IEEs) and funding outside assessments as necessary.

4. FINANCE

The Partnership shall be funded and expenses allocated as follows:

- a. Special Education funding for the Partners shall flow to each Partner district via current SELPA policies. RVUSD will claim all ADA for students attending Partnership programs as required by the California Education Code. RVUSD will determine the amount of revenue generated by the additional Partnership ADA and return these funds to each Partner district after the P-2 attendance reporting period. Due to the way in which the LCFF funding mechanism calculates revenues, the amount of funds generated by these students may be less than what they would generate if claimed by their home district.
- b. Each Partner shall pay a fixed fee for each program (fee for service) as determined by RVUSD. This fee will be estimated no later than October of the current school year and reviewed in January after the December 1st count is complete. The fee for service will cover the following expenses:
 - 1) Program administration, including salary and benefits for the Program Manager, Office Manager, Program Specialist time
 - 2) Psychologists and behaviorist services
 - 3) Salary and benefits for RVUSD teachers assigned to Programs;
 - 4) Salary and benefits for RVUSD and/or agency instructional assistants assigned to Programs;
 - 5) Related services provided by RVUSD based on students' IEP including, but not limited to, OT, Speech, nursing program support (not one-on-one) and APE;
 - 6) Materials, supplies and equipment costs as necessary to operate Program(s);
 - 7) Any costs associated with professional development necessary for the implementation of best practices in serving RVP students; and
 - 8) Mileage reimbursements for itinerant school staff

Items not included:

- 1) 1:1 aides/Intensive Individual Services, Individual nursing or other individual supports such as specialized equipment not covered by low incidence funding
- 2) Transportation

- 3) Out of District placement or services
- 4) Physical Therapy services will be charged directly to the partners based on students' recommended frequency and duration, as set forth in the IEP.

The District will provide a pupil count in December to Partners. By January, Partners shall be billed by RVUSD for the number of students served and for the estimated days they will be served during the fiscal year. The fee for service amount shall be multiplied by the projected enrollment of pupil in each program, based on the December 1st pupil count, to determine the amount to be billed. A final calculation shall be made in June of each year to allocate actual expenses based on the actual number of days each student is enrolled. Payment must be made within 30 days of receiving any invoice.

Partner districts with no students enrolled in a given year shall pay a flat fee of \$3,500 per year.

- c. Costs for Temporary Support Assistants or other individualized special services required by a student's IEP shall be borne directly by the district of residence.
- d. Housing and other necessary site administrative costs shall follow the Partnership Housing Policy. Districts that provide office space to Partnership staff outside their main office space shall be included in this policy.
- e. Each Partner shall be responsible for the scheduling and cost of transporting its resident students to a Partnership program, and shall indemnify other Partners from any claims or liability arising from such scheduling and transporting of its resident students, except to the extent that such claims or liability arises from contributory negligence by another Partner.
- f. RVUSD will charge non-partner districts the current SCOE rate for the same service. As a condition of receiving services from the Partnership, any such non-partnership district must agree in writing to indemnify, defend, and hold harmless RVUSD, as the lead agency, and all Partners against any and all liability arising from the provision of such services to that non-partnership district.
- g. When a student has custodial parents living in different districts of responsibility, the cost of providing a Program for that student, shall be shared equally between the resident districts.
- h. RVUSD will collect Medi-Cal funds (LEA/MAA) for services provided to eligible students and families. The revenue generated from students enrolled in a Program will be used within that Program. Specifically, the funds will be used for

staff training, classroom materials and translation services or other related expenses as determined by the RVUSD Medi-Cal Collaborative.

5. LEGAL FEES

- a. Partnership legal services: During the course of operation it is anticipated that the Partnership will need legal services either to address particular questions and/or to receive training on special education laws, case rulings and best practices from a legal perspective. Accordingly, RVUSD shall contract, separately from the Partner districts, for a specified number of legal service hours per fiscal year for the Partnership. The RVUSD superintendent or designee shall approve use of such retained hours.
- b. Use of legal services:
 - 1) Legal services are to be used in a preventative/proactive approach – in other words, if possible, before a dispute develops. Questions may be initiated from the site administrator, Program teachers as well as from other staff. Before seeking legal services, all questions should initially be directed to the RVUSD Director of Special Education or the Program Manager. The RVUSD Director of Special Education or the Program Manager may directly or otherwise designate a staff member to seek legal counsel for a particular situation. However, it is expected that the Program Manager shall seek initial assistance from the RVUSD Director of Special Education, the SELPA Executive Director, or other SELPA staff as appropriate.
 - 2) Legal services may also be used to address legal concerns of the Partnership, other than special education, such as personnel, contracts, etc. The Partnership pool of hours shall be paid for jointly by the Partner districts *pro rata* based on resident student enrollment. The Partnership shall annually contract for 10 hours of service. If, in the determination of RVUSD, additional hours are necessary, the Partnership will contract for additional hours, and Partner districts will be billed for their *pro rata* portion of the costs.
- c. Legal services for particular cases: In the event that a parent/guardian files for a due process hearing and is represented by an advocate or attorney, or in the event that the Partnership files for a due process hearing, the following shall apply to use of legal services:
 - 1) The RVUSD Director of Special Education shall meet with legal counsel to determine who the appropriate parties to the matter are and to assess

Partner liability and indemnity obligations. This may include the district providing service to a student as well as the district of residence.

- 2) In the event that two or more Partners are respondents in a special education dispute, those Partners shall meet to determine how to allocate potential expenses which may include, but are not limited to, the following:
 - a) Attorney fees for parent;
 - b) Compensatory services;
 - c) Increased cost of FAPE;
 - d) Outside assessment fees and other reimbursements; and
 - e) Attorney fees for involved school agencies.
 - 3) When two or more Partners are involved in the litigation, each party may select its own separate legal counsel at its own expense. Alternatively, the Partners may choose to share attorney services in such case, provided there is no conflict of interest barring such joint representation, and shall be directly billed for such shared services as mutually agreed upon.
- d. Uniform complaints filed against a member that requires internal investigation: Based on the nature of some complaints, the state requires that a school district conduct an internal review. In those situations, the named district shall be responsible for undertaking the review and issuing a report. Program staff shall cooperate fully in the review and investigation of the matter and may consult with the named district in developing an appropriate response. To the extent that the complaint actually involves allegations of non-compliance by the Program or Program staff, the named Partner may seek reimbursement for some or all of its legal expenses from the Partnership.
- e. Collective Bargaining. Program staff are employees of RVUSD. Partners that house Program staff are responsible for ensuring adherence to the applicable collective bargaining agreements pertaining to campus and classroom safety.

In the event a grievance or unfair labor practice is filed, the following procedures shall apply:

- 1) The RVUSD Director of Special Education shall meet with legal counsel to determine who the appropriate parties to the matter are and to assess Partner liability and indemnity obligations.
- 2) In the event that two or more Partners are respondents, those Partners shall meet to determine how to allocate potential expenses including, but not limited to, attorney fees.

- 3) When two or more Partners are involved, each party may select its own separate legal counsel at its own expense. Alternatively, the Partners may choose to share attorney services in such case, provided there is no conflict of interest barring such joint representation, and shall be directly billed for such shared services as mutually agreed upon.

6. DURATION:

The MOU and the obligations assumed hereunder shall become effective on July 1, 2023 and remain in effect until June 30, 2025, unless amended pursuant to Section 8, below.

7. CONTRACTUAL OBLIGATION; LIMITATION ON LIABILITY:

This MOU shall constitute a legally binding agreement among the Partners. Its terms may be enforced by any of the Partners in any court of competent jurisdiction in Sonoma County. The mutual promises and agreements in this MOU constitute the consideration for the duties imposed upon each Partner. Except to the extent of the financial contributions expressly agreed to in this MOU, no Partner shall be liable for any claims in tort or contract made against any or all other Partner(s). The Partners expressly deny the creation of any relationship of surety or joint and several liability between and among the Partners based solely upon membership in the Partnership. Nothing in this MOU is intended to confer greater or additional liability on the RVUSD.

Participant agrees to defend, indemnify, and hold harmless the other Partners and RVUSD against any and all claims or legal actions against the Partnership or its Partners, arising from the delivery of special education services pursuant to this MOU, and to contribute its proportionate share of the costs of such defense and ruling or judgment, subject to the provisions set forth herein. Notwithstanding the foregoing, each Partner is solely responsible for any and all liability or cost arising from its acts or omissions in circumstances within its sole control, including, but not limited to, inappropriate placement of a student or a dangerous condition on that Partner's property, and shall defend, indemnify and hold harmless the other Partners, including RVUSD, their governing boards, employees and agents, against any and all such claims or legal actions, except to the extent such liability or costs arises from the contributory negligence or willful misconduct of another Partner.

8. AMENDMENTS

The Superintendents of the Partner districts shall meet at least twice annually, once in the fall and once in the spring of each year. At this meeting, the Partner districts shall discuss changes to the services provided under this MOU, as well as discuss any proposed change to the MOU proposed by any Partner. This MOU may be amended by a two-thirds majority vote of the entire Partnership, subject to ratification by sixty percent (60%) of the governing boards of Partners, provided that any amendment must further the purpose of this MOU. Any such amendment shall be effective on the date of its ratification by sixty percent (60%) of the governing boards of

the Partner districts. If a Partner governing board has not taken action within a 45-day period, it shall be deemed to have ratified the amendment(s) approved by the Partner Superintendents. Notwithstanding the foregoing, an amendment to the MOU which would impose additional responsibility or increased cost to the RVUSD shall be void and inoperative unless RVUSD, acting through its governing board, consents in writing to such additional responsibility or increased costs.

9. ADDITIONAL PARTIES

From time to time, additional school districts may wish to become parties to this MOU and members of the Partnership. RVUSD, at its sole discretion, may approve such agreements. Any new Partner shall be subject to the same conditions and obligations as the current Partners. New Partners shall be required to pay a membership fee, which shall be determined at the time of admission by RVUSD. The fee shall be proportionally shared by current Partners to reduce overall costs in the year in which the fee was paid.

10. FULL OR PARTIAL WITHDRAWAL FROM PARTNERSHIP

Should a Partner choose to withdraw from the Partnership in full or partially, and from participation in this MOU, that Participant must first notify the RVUSD Superintendent in writing no later than February 1, a year and seven months prior to the year in which it intends to withdraw. Final notice to withdraw must be provided by the following November 15, the year prior to actual withdrawal. The withdrawal of that Partner shall be effective July 1 of that year. The notice must include the program(s) the Partner is withdrawing from. The withdrawal of that Partner shall be effective July 1 of that year. Notwithstanding the foregoing, any outstanding debt, obligations, or liability under this MOU shall survive and be enforceable past the effective date of withdrawal. The withdrawing Partner shall adhere to the Sonoma County SELPA policy and timelines for taking back programs.

11. UNILATERAL REMOVAL OF PARTNER

In the event a Partner fails to meet their obligations under this Agreement, RVUSD has the right to unilaterally remove that Partner from the Partnership for the subsequent year. Readmittance to the Partnership may occur after no less than one (1) school year has passed after removal, and shall be pursuant to Paragraph 12, below.

12. READMITTANCE AS A PARTNERSHIP PARTNER

Former Partners shall follow the SELPA timeline for readmittance. A former Partner that wishes to be readmitted as a Partnership member must complete a Readmittance Application and submit it to the RVUSD Superintendent no later than March 1 of the year prior to the fiscal year in which that former Partner wishes to be readmitted. Readmittance must be approved by RVUSD which shall impose a readmittance fee, which shall be determined at the time of readmittance by RVUSD. The fee shall be proportionally shared by current Partners to reduce overall costs in the year in which the fee was paid.

13. REPRESENTATION BY COUNSEL

The Partners to this MOU are currently advised and represented by School and College Legal Services of California ("SCLSC"), and the Superintendent of each Partner district listed above has Executed a conflict waiver, consenting to joint representation by SCLSC for drafting this MOU. Each Participant is advised that it may seek independent legal counsel to review this MOU on its behalf. In the event of any dispute arising between two or more Partners, it is understood that SCLSC must withdraw and may not represent any of the parties to that dispute with respect to that dispute.

14. SEVERABILITY

If any portion, term, condition or provision of the MOU is found to be in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portions terms, conditions and provisions of the MOU shall continue to be in full force and effect.

15. GOVERNING LAW

This MOU is governed by California law and venue shall be in the County of Sonoma, State of California.

16. SUCCESSORS AND ASSIGNS

The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

17. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute a single instrument.

18. ENTIRE AGREEMENT

This MOU, including the exhibit attached hereto and incorporated herein, constitutes the entire agreement between the Participants with respect to the Partnership, and supersedes all prior agreements or understandings, oral or written, between the Partners and this regard.

19. STUDENT DISCIPLINE AND STUDENT REMOVAL FROM THE RINCON VALLEY PARTNERSHIP

- a. Any change of a special education student's placement requires compliance with the Individuals with Disabilities Education Act ("IDEA") and its implementing regulations, including 34 C.F.R. § 300.530 et seq.

- b. The Rincon Valley Partnership may implement suspension up to ten (10) school days per year in accord with Education Code and Rincon Valley's student discipline Board Policy and Administrative Regulation. The Rincon Valley Partnership must notify the Program Manager and the District of Residence within twenty-four (24) hours of any suspension of a Sending District student.
- c. The District of Residence is responsible for determining if another placement is warranted no later than (1) after a student receives ten (10) school days of suspensions, and/or (2) upon notification from the Rincon Valley Partnership that a student engaged in conduct that lead the program to consider whether the student should be exited from the Rincon Valley Partnership Program.
- d. The Rincon Valley Partnership may request an IEP meeting to determine if a student needs to be exited from an RVP Program.
- e. The Rincon Valley Partnership and District of Residence understand and acknowledge that parents/guardians of special education students have a right to invoke the "Stay Put" provisions of the IDEA, 20 U.S.C. § 1415(j), which may require the Rincon Valley Partnership to continue the student's placement in its RVP Program upon a determination by the Office of Administrative Hearings and/or a higher court that the parent/guardian is entitled to remain in the RVP Program during the pendency of a dispute regarding the student's receipt of FAPE and to implement this Agreement.
- f. The Rincon Valley Partnership will notify the District of Residence within twenty-four (24) hours of any behavior that could lead to expulsion under California's Education Code, whether the expulsion is permissive or mandatory. Any behavior that meets the criteria established in Education Code section 48915 must be immediately reported to the District of Residence. The Rincon Valley Partnership does not have authority to expel a student from the District of Residence, and will work with the District of Residence to complete any necessary disciplinary procedures.

IN WITNESS WHEREOF, this Memorandum of Understanding is hereby executed and effective as of the date first written above.

BENNETT VALLEY UNION SCHOOL DISTRICT * Addition information contained in lease agreement

By _____
Lexie Cala, Superintendent

Date

KENWOOD ELEMENTARY SCHOOL DISTRICT

By _____
Nathan Myers, Superintendent/Principal

_____ Date

MARK WEST UNION ELEMENTARY SCHOOL DISTRICT

By _____
Dr. Rachel Valenzuela, Superintendent

_____ Date

PINER-OLIVET UNION ELEMENTARY SCHOOL DISTRICT

By _____
Steve Charbonneau, Superintendent

_____ Date

RINCON VALLEY UNION ELEMENTARY SCHOOL DISTRICT

By _____
Tracy Smith, Superintendent

_____ Date

ROSELAND ELEMENTARY SCHOOL DISTRICT

By _____
Valerie Pitts, Interim Superintendent

_____ Date

WRIGHT ELEMENTARY SCHOOL DISTRICT

By _____
Lisa Saxon, Superintendent

_____ Date

BELLEVUE UNION SCHOOL DISTRICT

By _____
Michael Kellison, Superintendent

_____ Date

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
2023-2024
July Payroll Totals

Manual Payroll 7/18/2023

Certificated	-
Classified	(1,419.94)
Total	<u><u>(1,419.94)</u></u>

Regular Payroll 7/31/2023

Certificated	111,338.29
Classified	149,373.50
Total	<u><u>260,711.79</u></u>

Supplemental Payroll 8/10/2023

Certificated	81,969.81
Classified	66,962.98
Total	<u><u>148,932.79</u></u>

Total:	<u><u>408,224.64</u></u>
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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1972633	07/12/2023	Gomez, Maria T	01-5201	June Mileage		67.14
1972634	07/12/2023	Romo-Flores, Aracely	01-4397	Various Events for Staff	1,473.33	
			01-5200	Hotel Stay	516.10	
				P3CC 202-2026 Launch	142.79	2,132.22
1972635	07/12/2023	Synyard, Julie A	01-4397	LCAP Meeting Food		35.65
1972636	07/12/2023	ALan S Cox Ameriprints	01-9510	FingerPrint Service		320.00
1972637	07/12/2023	Boylan Point Agency	01-5825	Design Logo		950.00
1972638	07/12/2023	California's Valued Trust	01-9578	Coverage for July 2023		173,065.32
1972639	07/12/2023	Conexwest	21-9510	4 Rollup Doors- Container		18,881.79
1972640	07/12/2023	Discount School Supply	01-9510	Classroom Supplies		4,205.11
1972641	07/12/2023	Active Internet Technologies	01-4342	Subscription		10,126.00
1972642	07/12/2023	Golden State Electric	01-5800	Electric	1,183.70	
			01-9510	Electrical General Services	10,326.52	11,510.22
1972643	07/12/2023	Janet Gossett	01-5832	OPEN PO:Signature Stamps/ Ink		33.31
1972644	07/12/2023	Kenneth Charles Schwinn	01-9510	Home School Services		2,500.00
1972645	07/12/2023	Language People	01-9510	ELC- OPEN PO Interpreting services		2,871.74
1972646	07/12/2023	Lattice Educational Services	01-9510	NPS: J.C 2022/2023		4,373.57
1972647	07/12/2023	North Bay Children's Center	12-9510	Sub Contract FY 2022/2023		137,134.08
1972648	07/12/2023	Paradigm Healthcare Services	01-9510	Contracted service for Medical Billing 2022/2023		813.95
1972649	07/12/2023	PCD	01-5600	Kawana Promotion		465.00
1972650	07/12/2023	PG&E	01-9510	Open PO -PG & E 2022/2023		43,536.52
1972651	07/12/2023	Lockbox Bartley Pump PMLLC	01-5800	Open PO -Bartley Pump		1,265.00
1972652	07/12/2023	REDi	01-5800	Carpet Cleaning		933.00
1972653	07/12/2023	Redwood Pediatric Therapy Asso	01-9510	Occupational Therapy Services		13,958.02
1972654	07/12/2023	Regina Rosenzweig	01-5200	Glad Professional Development		2,550.00
1972655	07/12/2023	Thomsen Inspection Services	21-6200	Demolition & Construction		16,200.00
1972656	07/12/2023	Ridgeview Builders Inc	21-6200	MPR & Office Improvements		612,615.60
1972657	07/12/2023	Roy's Sewer Service Inc	01-5800	OPEN PO: Sewer & Storm		450.00
1972658	07/12/2023	Santa Rosa, City Of	01-9510	Open PO for Water bill MV & LC		120.00
1972659	07/12/2023	School Services Of California	01-9510	Negotiations workshop		550.00
1972660	07/12/2023	School Specialty LLC	01-5800	Kinder/TK Playground	.02	
			01-9510	Kinder/TK Playground	2,001.60	2,001.62
1972661	07/12/2023	Soliant	01-9510	ESY: Psych Assessments	7,920.00	
				Summer Learning Academy	8,120.00	16,040.00
1972662	07/12/2023	44The Parron Corp Sonoma County Shad Company	21-6200	MPR		18,995.91
1972663	07/12/2023	Spurr	01-9510	Open PO Spurr		8,969.78

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1972664	07/12/2023	US Bank	01-9510	District Credit Card	6,583.21	
			13-9510	District Credit Card	542.17	7,125.38
1972665	07/12/2023	Virco	01-9510	TK Furniture		4,558.15
1972666	07/12/2023	WEX BANK	01-9510	DO : Fuel Card		551.39
1973467	07/14/2023	Maram-Mccullough, Denise	01-5200	ATDLE conference	463.36	
				Conference/ Mileage	151.43	614.79
1973468	07/14/2023	Romo-Flores, Aracely	01-4390	Storage Cabinet		76.29
1973469	07/14/2023	Caven, Gennifer A	01-5200	Conference	358.80	
				Mileage	124.05	482.85
1973470	07/14/2023	Gonzalez, Stephanie M	01-5200	ATDLE Conference		570.54
1973471	07/14/2023	Covarrubias, Brenda	01-5200	Workshop	443.47	
			01-5201	ATDLE Conference	381.21	824.68
1973472	07/14/2023	Advanced Reproduction Center	01-4310	Annual Parent Notifications - Opening Packets		18,007.84
1973473	07/14/2023	AT & T	01-9510	Open PO CALNET3		166.47
1973474	07/14/2023	ESP & Alarm Inc.	01-5805	Open PO BV Monthly Patrols	375.00	
				Open PO KS/ELC Monthly Patrols	750.00	
				Open PO MV Monthly Patrols	375.00	
				Open PO TM Monthly Patrols	375.00	1,875.00
1973475	07/14/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	733.90	
				M&O: Custodial Supplies @ ELC	1,168.98	
				M&O: Custodial Supplies @ TM	1,063.04	
				M&O: Custodial Supplies @ DO	631.85	
				M&O: Custodial Supplies @ KW	772.85	
				M&O: Custodial Supplies @ MV	171.59	
			01-9510	Special ED ESY	302.84	4,845.05
1973476	07/14/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		148.12
1973477	07/14/2023	Grainger	01-4380	Open PO:Maintenance Supplies		977.06
1973478	07/14/2023	Lakeshore Learning	01-9510	K-1 Classroom		541.42
1973479	07/14/2023	Language People	01-9510	ELC- OPEN PO Interpreting services		209.17
1973480	07/14/2023	Office Depot Inc	01-4350	OPEN PO- District Office Supplies		67.23
1973481	07/14/2023	Pace Supply Corp Cust #02188-00	01-4380	Open PO-Pace Supply		10.16
1973482	07/14/2023	Recology Sonoma Marin	01-5560	BV- Garage & Recycling Pick up	474.28	
			01-9510	BV- Garage & Recycling Pick up	728.38	
				KW/ELC- Garage & Recycling	943.08	
				MV: Garage & Recycling Pick up	790.02	
				TM- Garage & Recycling	943.08	3,878.84
1973483	07/14/2023	Roberta Jue	01-9510	Speech & Language Services	660.00	

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1973483	07/14/2023	Roberta Jue		Speech Assessment: ESY	660.00	1,320.00
1973484	07/14/2023	Total School Solutions	01-9510	Accounting Support		3,625.00
1973485	07/14/2023	US Bank	01-9510	District Credit Card		4,514.23
1974185	07/19/2023	Maram-Mccullough, Denise	01-4397	Office Meeting Lunch		108.10
1974186	07/19/2023	Romo-Flores, Aracely	01-5200	Hotel & Airfare San Diego		910.62
1974187	07/19/2023	RosevilleTermite & Pest Control	01-5800	OPEN PO :Pest Management Services		1,365.00
1974188	07/19/2023	Ameriflex	01-5860	DO: FSA Admin Fee 6 Employees		60.00
1974189	07/19/2023	Andrew DeVeney	01-5800	Music Program		4,600.00
1974190	07/19/2023	Aramark Uniform Services	01-9510	Linen Services	154.26	
			13-5800	Linen Services	78.27-	
			13-9510	Linen Services	464.82	540.81
1974191	07/19/2023	AT&T Mobility	01-5911	Open PO for Emergency Phone # 8341		255.33
1974192	07/19/2023	B & L Glass Co	01-5800	OPEN PO: Window Replacment & Service		43.61
1974193	07/19/2023	Becoming Independent	01-5800	BUSD Shredding Services		80.00
1974194	07/19/2023	BFEOW	01-5823	OPEN PO: Legal Fees		1,352.00
1974195	07/19/2023	Boylan Point Agency	01-5832	Logo		285.00
1974196	07/19/2023	CalSpra	01-5860	Membership		250.00
1974197	07/19/2023	Clover Stornetta Farms Inc	13-9510	ESY 2023/2024 Summer School		85.00
1974198	07/19/2023	Department Of Justice Accounting Office Cashier Unit	01-5862	Open PO for DO- Fingerprinting		339.00
1974199	07/19/2023	DiPietro & Associates Inc	01-5800	AED Units		560.02
1974200	07/19/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	849.77	
				M&O; Custodial Supplies @ MV	98.48	948.25
1974201	07/19/2023	Friedman's Home Improvement	01-4380	MV: OPEN PO for Supplies	431.31	
				Open PO General Dist Maint	84.85	516.16
1974202	07/19/2023	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply		2.35
1974203	07/19/2023	Grainger	01-4380	Open PO:Maintenace Supplies		1,408.21
1974204	07/19/2023	Great America Financial Svcs	01-5950	OPEN PO-Postbase 45 mail machine		136.56
1974205	07/19/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		881.34
1974206	07/19/2023	Janet Gossett	01-5832	OPEN PO:Signature Stamps/ Ink		53.15
1974207	07/19/2023	Lozano Smith, LLP	01-5823	Open PO-Legal Fees 2023/2024		65.00
1974208	07/19/2023	Max Ability	01-9510	Changing Table		3,756.62
1974209	07/19/2023	Medical Electronic Devices & Instrumentation	01-5800	DO: Annual Service & Calibration		355.85
1974210	07/19/2023	Nemesis Fire	01-5800	OPEN PO: Fire Sprinkler & hydrant Testing		1,610.00
1974211	07/19/2023	Office Depot Inc	01-4350	OPEN PO- District Office Supplies		202.02
1974212	07/19/2023	PLTW	01-4240	Science	9,638.03	
				Science Curriculum	950.00	10,588.03

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1974213	07/19/2023	Renaissance Learning	01-4340	DNA & Lalilo Services		18,803.46
1974214	07/19/2023	School & College Legal Service Sonoma County Office of Ed.	01-5823	2023/2024 Retainer Fee		27,600.00
1974215	07/19/2023	School Specialty LLC	01-9510	Classroom Supplies		826.10
1974216	07/19/2023	Sonoma County Office Of Educat ion	01-4310	AIM Institute:		500.00
1974217	07/19/2023	Spurr	01-9510	Open PO Spurr		1,577.93
1974218	07/19/2023	TCG Admin FBO Bellevue USD	01-5860	403/Calstrs fees		80.00
1974219	07/19/2023	US Bank Equipment Finance	01-4344	Contract Number : 500-0683047-000		2,546.67
1974220	07/19/2023	Verizon	01-4344	OPEN PO: Support Internet Service		266.07
1974221	07/19/2023	Westminster Woods Camp and Conference Center	01-5833	Outdoor Ed	4,400.00	
				Outdoor Education	1,800.00	6,200.00
1974818	07/21/2023	Kellison, Michael J	01-4397	Lunch For Staff/ Special Board Meeting		160.04
1974819	07/21/2023	Wong, Lynn M	01-5800	SNA Conference		1,774.18
1974820	07/21/2023	Spector, Stacy L	01-4370	Supplies for the District Office		267.45
1974821	07/21/2023	Baeza Calderon, Ramon	01-5200	Conference		542.83
1974822	07/21/2023	Cutting Edge Professional Shar pening Service	13-5800	Knife Sharpening Services		170.00
1974823	07/21/2023	Corwin	01-5200	Leadership Certification: Professional Development		2,750.00
1974824	07/21/2023	TIAA Bank	01-4344	DO:Agreement For SF-5130 Account # 20415329-1		279.68
1974825	07/21/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		101.13
1974826	07/21/2023	Frontline Technologies	01-5840	Hiring & Absence		20,119.13
1974827	07/21/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		162.74
1974828	07/21/2023	Maria Gabriela Porter	01-9510	ESY 2023 Preschool		10,720.00
1974829	07/21/2023	TLCD Architecture	21-6200	Increase the Capacity of Freezer		3,400.11
1974830	07/21/2023	TLCD Architecture	21-6200	KS Modernizaton Architecture		1,326.39
1974831	07/21/2023	TLCD Architecture	21-6200	Contract Amendment for 2022		1,395.50
1974832	07/21/2023	Emerald LLC	01-5800	NPS: B.S.R	1,317.12	
				NPS: V.R 2022/2023	8,569.20	
				NPS: A.N	1,411.20	
				NPS: I.C	1,411.20	
				NPS: K.A	1,411.20	
				NPS: K.M	1,505.28	
				NPS: Z.C	14,759.20	
			01-9510	Behavioral Services: VR	322.80	
				Behavioral Services: ZC	301.27	

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1974832	07/21/2023	Emerald LLC		Behavioral Consultation	846.72	
				SDC Behavioral Assistant	5,436.41	37,291.60
1974833	07/21/2023	I.T.S.	01-5100	Counseling Services: D.W	1,112.41	
				Counseling Services: M.V.F	278.10	
				Counseling Services: J.T	324.47	
			01-9510	Counseling Services : JVT	23.16	
				Counseling Service: M.V	973.35	2,711.49
1975350	07/26/2023	Aramark Uniform Services	01-9510	Linen Services		576.56
1975351	07/26/2023	Becoming Independent	01-5800	BUSD Shredding Services		80.00
1975352	07/26/2023	AT & T	01-9510	Open PO CALNET3		285.72
1975353	07/26/2023	Christy White Associates	01-9510	Audit		9,675.00
1975354	07/26/2023	Clover Stornetta Farms Inc	13-4715	ESY 2023/2024 Summer School	16.50-	
			13-9510	ESY 2023/2024 Summer School	1,033.00	1,016.50
1975355	07/26/2023	County of Sonoma Dept of Health Services	13-5800	Open PO for Food inspections & storm water fees		1,309.00
1975356	07/26/2023	Culligan of Sonoma County	01-4390	OPEN PO :Drinking Water 5 Gallon		58.95
1975357	07/26/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	1,421.98	
				M&O: Custodial Supplies @ ELC	112.27	
				M&O; Custodial Supplies @ MV	4,811.95	6,346.20
1975358	07/26/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		118.32
1975359	07/26/2023	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply		301.58
1975360	07/26/2023	North Bay Children's Center	12-9510	Sub Contract FY 2022/2023		133,464.92
1975361	07/26/2023	Office Depot Inc	01-4350	OPEN PO- District Office Supplies		474.03
1975362	07/26/2023	Paradigm Healthcare Services	01-5800	Medi Cal	104.87	
			01-9510	Contracted service for Medical Billing 2022/2023	852.83	
				Unpaid Tax	8.65	966.35
1975363	07/26/2023	Primero Edge	13-5800	Annual Subscription		4,185.00
1975364	07/26/2023	Revolution Foods PBC	13-9510	ESY 2023/2024 Summer School		32,430.80
1975365	07/26/2023	Santa Rosa, City Of	01-5530	Open PO for Water bill BV	923.72	
				Open PO for Water bill KW	1,454.90	
				Open PO for Water bill MV & LC	758.95	
				Open PO for Water bill TM	1,686.45	4,824.02
1975366	07/26/2023	School & College Legal Service Sonoma County Office of Ed.	01-5823	OPEN PO - Legal Services 2023/2024		2,169.00
1975367	07/26/2023	WEX BANK	01-4362	OPEN PO : Fuel Card		631.69
1976014	07/28/2023	PlayPower LT Farmington	01-9510	Playground Materials		1,745.68
1976015	07/28/2023	CVE Contracting Group Inc	21-6200	Clean up	71.00	

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1976015	07/28/2023	CVE Contracting Group Inc	21-9510	Asbestos Containing Transite	1,909.00	1,980.00
1976016	07/28/2023	City Of Santa Rosa Alarm Progr am	01-5805	M&O Burglary Alarm Fee		440.00
1976017	07/28/2023	Employment Development Dept	01-9555	Account ID 942-0503-6	294.52	
				Confirmation # 0-066-971-616 Acct # 942-0503-6	20,052.48	
				Letter ID # L1462157392 Acct # 942-0503-6	290.56	20,637.56
1976018	07/28/2023	Engie Services U.S. Inc	21-6200	Solar Panel Agreement	13,428.00	
			21-9510	Replace Solor Inverter	1,038.61	14,466.61
1976019	07/28/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV		170.21
1976020	07/28/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		68.21
1976021	07/28/2023	Hardware Tech Inc.	21-9510	POD : TM & MV		21,525.00
1976022	07/28/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		91.54
1976023	07/28/2023	Napa County Office Of Ed	01-5800	Classroom FY 22/23	17,250.00	
			01-9510	2022-2023 ASES Program	317,171.43	
				2022/23 ELO-P Funding	449,124.84	783,546.27
1976024	07/28/2023	Pacific Sanitation	21-9510	Interim Trip Charge/ Repair Fence		1,150.00
1976025	07/28/2023	Lockbox Bartley Pump PMLLC	21-6200	Generator Installation		11,019.00
1976026	07/28/2023	Thomsen Inspection Services	21-6200	Demolition & Construction		16,680.00
1976448	08/02/2023	Gomez, Maria T	01-5201	July Mileage		97.47
1976449	08/02/2023	Becerra De Salazar, Agueda	01-5201	Mileage For Summer Program		174.23
1976450	08/02/2023	Whitaker, Tracy J	01-5200	Conference Tacoma WA		3,580.49
1976451	08/02/2023	Jacobson, Margaret	01-4310	Professional Development		454.22
1976452	08/02/2023	Advanced Security Systems-SR	01-5805	Service Call Repair & Replacement		533.20
1976453	08/02/2023	ALan S Cox Ameriprints	01-5862	OPEN PO: FingerPrint Service		160.00
1976454	08/02/2023	Apple Computer	01-4440	OPEN PO: Repairs		99.00
1976455	08/02/2023	Advanced Reproduction Center	01-4350	Report Card Envelopes		292.28
1976456	08/02/2023	AT & T	01-9510	Open PO CALNET3		187.17
1976457	08/02/2023	City of Santa Rosa Fire Depart	01-5800	Fire Renewal Notice July 1, 2023- June 30, 2024		510.30
1976458	08/02/2023	Clover Stornetta Farms Inc	13-9510	ESY 2023/2024 Summer School		282.00
1976459	08/02/2023	Rodney Justin Cook Cook Fire Protection	13-5800	OPEN PO: BV--Kitchen Hood Fire Suppression System	292.02	
				OPEN PO: MV--Kitchen Hood Fire Suppression System	241.77	533.79
1976460	08/02/2023	DOCUSIGN INC lockbox	01-5840	Annual Docusign Services		20,826.01
1976461	08/02/2023	Emerald LLC	01-5100	NPS: I.C	236.92	
			01-9510	ESY J.V.T	3,272.56	3,509.48
1976462	08/02/2023	FedEx	01-5950	DO: Fedex Shipments		140.76

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1976463	08/02/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	1,508.24	
				M&O; Custodial Supplies @ DO	51.19	
				M&O; Custodial Supplies @ MV	156.03	1,715.46
1976464	08/02/2023	Friedman's Home Improvement	01-4380	MV: OPEN PO for Supplies		17.12
1976465	08/02/2023	Grainger	01-4380	Open PO:Maintenace Supplies		688.80
1976466	08/02/2023	Hardware Tech Inc.	01-4380	Open PO- Maint Service all sites		492.00
1976467	08/02/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		271.28
1976468	08/02/2023	HR Direct	01-5860	Poster Guard		488.20
1976469	08/02/2023	Janet Gossett	01-5832	OPEN PO:Signature Stamps/ Ink		33.31
1976470	08/02/2023	Learning Dynamics	01-9510	Summer TK/K program		2,090.00
1976471	08/02/2023	Math For Love LLC	01-4310	Math Professional Development	22,225.69	
			01-5200	Professional Development	6,500.00	28,725.69
1976472	08/02/2023	P65 IT LLC	01-9510	Erate FY22		6,326.55
1976473	08/02/2023	Pacific Access Elevators Inc	21-6200	Fence Rental		235.98
1976474	08/02/2023	Lockbox Bartley Pump PMLLC	01-5800	Open PO -Bartley Pump		2,366.26
1976475	08/02/2023	Marylou Herrera DBA Red Light Learning	01-5803	Translation Services		140.00
1976476	08/02/2023	Redwood Pediatric Therapy Asso	01-5100	ESY 2022/2023		433.62
1976477	08/02/2023	Roberta Jue	01-5100	Speech Assessment for ESY		1,925.00
1976478	08/02/2023	Santa Rosa, City Of	01-5530	Open PO for Water bill TM		120.00
1976479	08/02/2023	Soliant	01-9510	Summer Learning Academy		2,320.00
1977027	08/04/2023	Anova Education & Behavior	01-5100	NPS: B.T- ESY		5,604.80
1977028	08/04/2023	Aramark Uniform Services	01-9510	Linen Services	56.79	
			13-9510	Linen Services	19.35	76.14
1977029	08/04/2023	Boylan Point Agency	01-5825	New Logs for School Sites		1,235.00
1977030	08/04/2023	Clover Stornetta Farms Inc	13-9510	ESY 2023/2024 Summer School		134.50
1977031	08/04/2023	California School Boards Association	01-5823	CSBA & Gamut Membership		14,012.00
1977032	08/04/2023	Napa County Office Of Ed	01-5800	ESSER III Summer Funds		64,233.48
1977033	08/04/2023	Pylon Communications LLC	01-5911	OPEN PO: IT: Telephone Service 2023/2024		2,823.62
1977034	08/04/2023	Ridgeview Builders Inc	21-6200	MPR & Office Improvements		482,225.00
1977592	08/09/2023	Matteri, Lori A	01-5201	Summer School Mileage		258.85
1977593	08/09/2023	Walker, Jean K	01-4310	Teacher Professional & Prizes for Students		486.55
1977594	08/09/2023	Maram-Mccullough, Denise	01-4310	Maps & Posters		40.44
1977595	08/09/2023	RosevilleTermite & Pest Contro I	01-5800	OPEN PO :Pest Management Services		780.00
1977596	08/09/2023	Ameriflex	01-5860	DO: FSA Admin Fee 6 Employees		60.00
1977597	08/09/2023	Apple Computer	01-4440	OPEN PO: Repairs		697.00
1977598	08/09/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services		102.22
1977599	08/09/2023	Becoming Independent	01-5800	BUSD Shredding Services		80.00

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

ESCAPE ONLINE

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Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1977600	08/09/2023	AT & T	01-9510	Open PO CALNET3		68.31
1977601	08/09/2023	DiPietro & Associates Inc	01-5800	AED Units	21,567.42	
				Ref: P23-00774 Change Order	1,462.48	23,029.90
1977602	08/09/2023	Estrellita	01-4310	Teaching Spanish Materials		10,391.44
1977603	08/09/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies@BV	60.22	
				M&O: Custodial Supplies @ DO	78.91	139.13
1977604	08/09/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		46.63
1977605	08/09/2023	Gold Star Foods, Inc.	13-4710	OPEN PO TM Food Supply		41.40
1977606	08/09/2023	Grainger	01-4380	Open PO:Maintenance Supplies		441.71
1977607	08/09/2023	GSM Landscape Architects Inc	21-9510	Schematic Design		14,819.90
1977608	08/09/2023	Hardware Tech Inc.	21-9510	Door Buzz: BV, MV, TM & DO		26,464.00
1977609	08/09/2023	Lakeshore Learning	01-4390	Flexible Seating ELO Grant		1,223.43
1977610	08/09/2023	Maria Gabriela Porter	01-5100	Change Order		2,400.24
1977611	08/09/2023	McGraw-Hill School Education Holdings, LLC	01-4310	California Wonders		12,652.57
1977612	08/09/2023	Monoprice Inc	01-4440	OPEN PO: IT Supplies		220.69
1977613	08/09/2023	N2Y LLC	01-4310	Unique Learning System		3,499.95
1977614	08/09/2023	Office Depot Inc	01-4350	OPEN PO- District Office Supplies		185.39
1977615	08/09/2023	Recology Sonoma Marin	01-5560	BV- Garage & Recycling Pick up	1,309.96	
				KW/ELC- Garage & Recycling	1,002.22	
				MV: Garage & Recycling Pick up	834.24	
				TM- Garage & Recycling	995.87	4,142.29
1977616	08/09/2023	Thomsen Inspection Services	21-6200	Demolition & Construction		11,640.00
1977617	08/09/2023	SHI International Corp	01-9510	GoGuardian		15,900.00
1977618	08/09/2023	Sonoma County Catering	01-4397	Staff Appreciation		4,280.97
1977619	08/09/2023	Verizon	01-4344	OPEN PO: Support Internet Service		266.07
1977620	08/09/2023	West County Transportation	01-9510	Field Trip # 28999 & 29000		305.30
1977621	08/09/2023	Wyatt Irrigation Supply	01-4390	OPEN PO: M&O: Irrigation Supplies		234.78
Total Number of Checks					207	3,193,037.83

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	175	1,605,969.40
12	Child Development Fund	2	270,599.00
13	Cafeteria Fund	15	41,439.99
21	Building Fund	18	1,275,020.79

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

Page 8 of 9

Checks Dated 06/26/2023 through 08/09/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
			Total Number of Checks	207	3,193,029.18	
			Less Unpaid Tax Liability		8.65-	
			Net (Check Amount)		3,193,037.83	

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

Page 9 of 9

Bellevue Union School District
August 15, 2023

7. Consent Calendar

- 7.1. Board Meeting Minutes
 - 7.1.1. Special Board Meeting August 8, 2023
 - 7.1.2. Special Board Meeting July 17, 2023
 - 7.1.3. Regular Board Meeting June 27, 2023
 - 7.1.4. Special Board Meeting June 26, 2023
- 7.2. BUSD Service Agreement: Barbara Cavanaugh (BUSD Board Governance Workshop)
- 7.3. BUSD Service Agreement: Kenneth Schwinn (BUSD Home Study Program)
- 7.4. Lozano Smith Legal Services Retainer Agreement with BUSD
- 7.5. Crisp Imaging Sales Agreement with BUSD - Digitizing and hosting archival records
- 7.6. CSEA Salary Schedule Corrections to Pay Warrants for Bilingual Instructional Assistants 2021-2022
- 7.7. Interdistrict Requests 2023-24
- 7.8. Interdistrict Requests 2022-23
- 7.9. Board Personnel Transaction Form
- 7.10.

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 August 8, 2023 Board Meeting Minutes

1. Open Session 5:00pm

The Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 5:12pm am by Lisa Reyes, Trustee, in person at the Bellevue Union School District Office.

1.1. Call To Order

1.2. Flag Salute: Babs Kavanaugh led the flag salute.

Members Present: Lisa Reyes, Adele Walker, Jamie Padilla, Irene Rosario, Nikigiovonie Rogers, and Michael Kellison

Members Absent: None

Late Arrivals: None

Early Departures: None

District Office Staff Present: Michael Kellison

Others Present: Babs Kavanaugh

1.3. Public Comment: None

2. Governance Workshop

3. Planning

August 15, 2023	Regular Board Meeting	5:30 pm	BUSD District Office 3150 Education Drive
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4. Open Session Adjournment Time: 8:12 pm

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature: _____ Date: _____

BUSD July 17, 2023 Board Meeting Minutes

1. Open Session 10:00AM

The Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 10:02 am by Lisa Reyes, Trustee, in person at the Bellevue Union School District Office.

1.1. Call To Order

1.2. Public Comment on Closed Session AgendaN/A

2. Adjourn to Closed session 10:03 A.M.

2.1. Closed Session Agenda

2.1.1. Conference With Legal Counsel – Existing Litigation (Gov. Code §54956.9(d)(1))

Case Name Unspecified: Disclosure of case name would jeopardize existing settlement negotiations

3. Reconvene To Open Session 10:35AM

3.1. Flag Salute: Michael Kellison led the flag salute.

Members Present: Lisa Reyes, Adele Walker, Jamie Padilla, Irene Rosario, Nikigiovonie Rogers, and Michael Kellison

Members Absent: None

Late Arrivals: None

Early Departures: None

District Office Staff Present: Michael Kellison

Others Present: None

3.2. Report on Closed Session None

3.3. Consider Agenda Adjustment NA

4. Public Comment: None

5. Information

5.1. School Facilities Tours (Taylor Mountain ES, Kawana Springs ES)

6. Reconvene to District Office Board Room after Facilities Tour at 12:15 pm

7. Discussion

BUSD July 17, 2023 Board Meeting Minutes

7.1. Strategic Planning 2023-2024

8. Planning

August 15, 2023	Regular Board Meeting	5:30 pm	BUSD District Office 3150 Education Drive
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9. Open Session Adjournment Time: 1:53 pm

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature: _____ Date: _____

BUSD June 27, 2023 Board Meeting Minutes

1. Open Session 5:30 P.M.

The Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 5:34 pm by Adele Walker, Trustee, in person at the Bellevue Union School District Office.

1.1. Call To Order 5:34 P.M.

1.2. Public Comment on Closed Session Agenda N/A

2. Adjourn to Closed session 5:35 P.M.

2.1. Closed Session Agenda

2.1.1. Consideration of Student Matter – Confidential Matter Involved §35146

2.1.1.1. Interdistrict Attendance Permit Appeals

2.1.2. Public Employment §54957

2.1.3. Conference With Labor Negotiator §54957.6

2.1.4. Conference With Legal Counsel – Existing Litigation (Gov. Code §54956.9(d)(1))

Case Name Unspecified: Disclosure of case name would jeopardize existing settlement negotiations

3. Reconvene to Open Session 6:45 P.M.

3.1. Flag Salute: Aracely Romo-Flores led the flag salute.

Members Present: Lisa Reyes, Adele Walker, Jamie Padilla, Irene Rosario, and Michael Kellison

Members Absent: None

Late Arrivals: Lisa Reyes

Early Departures: None

District Office Staff Present: Michael Kellison, Moriah Hart, Chris Kim, Aracely Romo-Flores, Stacy Spector, Bill Jereb

Others Present: See Sign in

3.2. Report on Closed Session Interdistrict Appeal Denied

3.3. Consider Agenda Adjustment NA

4. Public Comment: NA

5. Discussion/Action Item

BUSD June 27, 2023 Board Meeting Minutes

5.1. Board Members interviewed applicants for the Provisional Board Appointment Trustee to Governing Board (to fill the vacant seat):

5.1.1. Applicants

5.1.1.1. Amy Carlisle

5.1.1.2. Nikigiovonie Rogers

5.2. The Board discussed and reviewed the qualifications of the applicants interviewed for the Provisional Board Appointment (Gov. Code 54954.5)

5.3. On a motion by Jamie Padilla, second by Adele Walker, the Board appointed Nikigiovonie Rogers to the seat vacated by John Jarvis.

Action: Approved

Vote	4	Ayes
	0	Noes
	0	Absent

5.4. Nikigiovonie Rogers was sworn in by Superintendent Michael Kellison

6. Informational

6.1. Review of Board Policy 1313.01 and Administrative Regulation 1313.01 “Civility Policy”

7. Action

7.1. On a motion by Jamie Padilla, second by Adele Walker, the Board approved Resolution No. 22: Regarding School Bonding Capacity Waiver Request

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

7.2. On a motion by Adele Walker, second by Irene Rosario, the Board approved the 2023-24 Local Control Accountability Plan (LCAP) for Bellevue Union School District

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

BUSD June 27, 2023 Board Meeting Minutes

- 7.3. On a motion by Irene Rosario, second by Jamie Padilla, the Board approved the 2022-23 Local Performance Indicator Report

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

- 7.4. On a motion by Jamie Padilla, second by Irene Rosario, the Board approved the 2023-24 LCAP Federal Addendum

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

- 7.5. On a motion by Adele Walker, second by Irene Rosario, the Board approved the 2023-24 Budget and Statement of Reserves for Bellevue Union School District

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

- 7.6. On a motion by Irene Rosario, second by Jamie Padilla, the Board approved the 2023-24 LCFF Budget Overview for Parents

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

- 7.7. On a motion by Adele Walker, second by Irene Rosario, the Board approved the Tentative Agreement between BUSD and CSEA Chapter 501

BUSD June 27, 2023 Board Meeting Minutes

Action: Approved

Vote	4	Ayes
	0	Noes
	1	Abstention: Nikigiovonie Rogers

- 7.8. On a motion by Jamie Padilla, second by Adele Walker, the Board approved the Revised Job Description for Director of Education Services (formerly Director of Curriculum and English Learners)

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

- 7.9. On a motion by Adele Walker, second by Jamie Padilla, the Board approved the Updated 2023-24 Board Meeting Dates

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

- 7.10. Ratification of Bills and Warrants

Payroll Totals

Manual Payroll 05/18/2023

Certificated -
Classified -
-

Regular Payroll 05/31/2023

Certificated 875,519.00
Classified 433,907.34
Total 1,309,426.34

Supplemental Payroll 06/09/2023

BUSD June 27, 2023 Board Meeting Minutes

Certificated	90,471.10
<u>Classified</u>	<u>42,776.30</u>
	133,247.40

Total: 1,442,673.74

Accounts Payable Totals:

Fund Description	Expensed Amount
01 General Fund	1,393,186.26
12 Child Development Fund	122,944.76
13 Cafeteria Fund	121,634.91
21 Building Fund	1,358,268.02
<u>25 Cap Facilities Fund</u>	<u>7,839.75</u>
Total Payables	\$3,003,873.70

On a motion by Adele Walker, second by Irene Rosario, the Board ratified the Bills and Warrants.

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

8. Consent Calendar

8.1. Contracts:

- 8.1.1. KidsHear Service Agreement
- 8.1.2. Service Agreement with Red Light Learning for Translation Services for 2023-24
- 8.1.3. Renaissance (DnA & Lalilo) Annual Subscription Renewal for 2023-2024

8.2. Acknowledge Donations/Grants

- 8.2.1. Amando & Elizabeth Flores, books for BUSD schools in honor of Kathy Mullins, \$100
- 8.2.2. Denise & Jimmy Hass, books for BUSD schools in honor of Kathy Mullins, \$50
- 8.2.3. An anonymous donor, books for BUSD schools in honor of Kathy Mullins, \$125

8.3. Board Policy Manual Revisions per California School Boards Association (CSBA) Update Recommendations: 2nd Reading (1st reading: May 16, 2023)

8.4. Board Meeting Minutes

- 8.4.1. Regular Board Meeting Minutes May 16, 2023

8.5. Board Personnel Transaction Form

On a motion by Jamie Padilla, second by Adele Walker, the Board approved the Consent calendar

Action: Approved

BUSD June 27, 2023 Board Meeting Minutes

Vote	5	Ayes
	0	Noes
	0	Absent

9. Reports

9.1. California School Employees Association, Chapter 501

N/A

9.2. Bellevue Education Association

N/A

9.3. Principal Reports

N/A

9.4. Board Reports/Board Items

Jamie Padilla welcomed Nikigiovonie Rogers.

Adele Walker commented how awesome it was that Kathleen Mullins, former Board member and Kawana Springs school librarian, was being remembered with so many contributions to buy books.

9.5. Superintendent Report

9.5.1. Enrollment Update

9.5.2. Cool School Program Update

Superintendent Kellison shared:

In this final board meeting of the 2022-23 school year, I would like to express my sincere appreciation for the Bellevue USD community. Although this year felt more “normal” than recent years, it was not without its challenges. As a District, we continue to look for ways to improve student attendance and reduce chronic absenteeism. We are working to accelerate the learning progress for all students. We want our students to embrace their school communities and learn and grow socially and emotionally during their elementary years. We are making progress in all of these areas and will continue to do so. The reason for that is because we are a learning community who share the same vision for our students, “to inspire learning.” Nothing will detract us from our shared beliefs and our mission to “engage, value and care for our students, staff and families.”

State of the District

Enrollment for 2023-24: Our initial enrollment numbers are strong with high demand for our TK program. We will be opening a second section of TK at Kawana Springs for the upcoming school year and are at or near capacity in TK at our other three campuses. We continue to

BUSD June 27, 2023 Board Meeting Minutes

monitor the housing developments taking shape within our district and are hopeful that these units will continue to bring us new students.

LCAP and Budget: As shared earlier, we are entering into the third year of a three year LCAP. The 2023-24 version of the LCAP continues to focus on student learning outcomes as well as community and student wellbeing. During the 23-24 school year, we will begin gathering information from our stakeholders on what our strategic focus will look like for the next iteration of the LCAP. I am looking forward to this process and to the information that we will gather from all members of our community. In addition to the LCAP, the Board approved a budget that is sound and takes into account a number of the one-time or restricted funds allocated to the District both during and after the COVID pandemic. These funds will continue to allow us to provide the necessary services to support student learning loss and emotional health. These are critical focal areas for our district and I am grateful that we continue to have the resources to be able to support our students in these ways.

As this school year ends, we will take time to reflect on our successes and challenges. We will step away, briefly, to replenish our energy so that we can approach the new school year with enthusiasm and hope. I continue to be honored to serve the Bellevue Union School District community and look forward to the year to come. I wish everyone a restful and joyful summer break and look forward to welcoming everyone back in August.

With great pride.

Submitted by: Michael Kellison, Superintendent

10. Planning

July 2023	NO JULY MEETING		
August 15, 2023	Regular Board Meeting	5:30 pm	BUSD District Office 3150 Education Drive

~~11. Return to Closed Session as Needed~~

Board Meeting Adjournment Time: 8:03 P.M.

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature: _____ Date: _____

Bellevue Union School District
Board Meeting
Tuesday June 27, 2023
Sign-in Sheet

Name	School Site/Community Member
1	Stacy Spector
2	DO/HR
3	Aracely Rano-Flace
4	Learning Center
5	Nikiaivonile Rogers
6	Community Member
7	Amy Carlisle
8	Parent/Board Candidate
9	Bill Jereb
10	DO
11	
12	
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BUSD June 26, 2023 Board Meeting Minutes

1. Open Session 5:30 P.M.

The Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 5:35 pm by Lisa Reyes, Trustee, in person at the Bellevue Union School District Office.

1.1. Call To Order

1.2. Flag Salute: Chris Kim led the flag salute.

Members Present: Lisa Reyes, Adele Walker, Jamie Padilla, Irene Rosario, and Michael Kellison

Members Absent: None

Late Arrivals: None

Early Departures: None

District Office Staff Present: Michael Kellison, Chris Kim, Aracely Romo-Flores, Stacy Spector, Julie Synard

Others Present: See Sign in

1.3. Consider Agenda Adjustment NA

1.4. Public Comment:

2. Information

2.1. 2023-24 Local Control Accountability Plan (LCAP), Local Performance Indicator Report, & LCAP Federal Addendum for Bellevue Union School District, Aracely Romo-Flores, Director of Curriculum and English Learners

2.2. FY 2023-24 Budget and Statement of Reserves for Bellevue Union School District, Chris Kim, Chief Business Official

2.3. FY 2023-24 LCFF Budget Overview for Parents, Chris Kim, Chief Business Official

3. Hearing

3.1. 2023-24 Local Control Accountability Plan (LCAP) for Bellevue Union School District

3.2. FY 2023-24 Budget, Statement of Reserves, and Budget Overview for Parents for the Bellevue Union School District

3.3. School Bonding Capacity Waiver Request

4. Planning

June 27, 2023	Regular Board Meeting	5:30pm	BUSD District Office 3150 Education Drive
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BUSD June 26, 2023 Board Meeting Minutes

5. Open Session Adjournment Time: 7:33 pm

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature: _____ Date: _____

Bellevue Union School District
Board Meeting
Monday June 26, 2023
Sign-in Sheet

Name School Site/Community Member

1	Aracely Romo-Flas	Learning Center
2		
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BK Consult - Barbara Kavanaugh

Consulting Services Agreement

This letter will confirm that BK Consult will enter into an agreement with the Bellevue Union School District for the provision of consultation services. The period of this agreement is from July 2023 - June 2024. Barbara Kavanaugh will provide consulting services focused on effective governance practices.

Barbara Kavanaugh will provide 2 – 4 days of consulting services at the rate of \$175/hr. or daily rate of \$1,400.00. Consulting services may include delivery of effective governance workshops with pre workshop phone interviews with the Superintendent and Trustees, a summary report, and updates to the BUSD Governance Handbook and facilitation of the Superintendent performance evaluation.

Barbara Kavanaugh agrees that she is not acting as an employee of the Bellevue Union School District and is not entitled to any benefits associated with such employment. The relationship between Bellevue Union School District and Barbara Kavanaugh is that of client and independent contractor/consultant. Barbara Kavanaugh acknowledges that Bellevue Union School District will provide her with a 1099 form for any consulting fees paid each calendar year, and that she is responsible for declaring and paying the appropriate income tax.

Bellevue Union School District understands the terms of the proposed Consulting Services Agreement and agrees to provide payment to BK Consult for services rendered accordingly.

Agreed to and Accepted:

BELLEVUE UNION SCHOOL DISTRICT

BY: _____
Michael Kellison, Superintendent

DATED: _____

BK CONSULT

BY: 
Barbara Kavanaugh, BK Consult

DATED: July 26, 2023

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement"), made this 10th day of August, 2023, by and between the Bellevue Union School District, a political subdivision of the State of California ("District") and Ken Schwinn, a duly qualified Professional in the area(s) of Home Study Coordinator ("Professional").

District and Professional hereby agree as follows:

1. **Scope of Services:**

Professional agrees to provide services to the District as set forth in **Attachment A**.

2. **Contract Documents:**

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

3. **Compensation:**

As full compensation for all services contemplated by this Agreement, Professional shall be recompensed as set forth in **Attachment B**.

4. **Term of Agreement:**

The term of this Contract shall be from August 10, 2023 to June 7, 2024 inclusive, subject to the provisions of Section 11 of the General Provisions.

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

District:

s/

Michael Kellison, Superintendent

Professional:

DocuSigned by:

s/

Ken Schwinn

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for Professional services.

GENERAL PROVISIONS

1. Professional's Warranty: District has relied upon the professional ability and training of Professional as a material inducement to enter into this Agreement. Professional hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Professional's work by District shall not operate as a waiver or release.
2. Status of Professional: The parties intend that Professional, in performing the services herein specified, shall act as an independent Professional and shall have control of the work and the manner in which it is performed. Professional is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
3. Conflict of Interest: Professional represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Professional further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Professional participates in the planning, development, or negotiation of a contract or other matter for the District, Professional may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Professional to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Professional thereafter shall be entitled to no compensation whatsoever for the performance of such work.
5. Nondiscrimination: Professional shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Transfer of Rights: Professional assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Professional in connection with the project, if any. Professional agrees to take such actions as are necessary to protect the rights assigned to the District in this Agreement, and to refrain from taking any action which would impair those rights. Professional's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Professional may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of the District.
7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Professional prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Professional shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Professional's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Professional or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Professional shall be liable to District for any loss or damage to District property arising from or in connection with Professional's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Professional shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Required/ X Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) Required/ X Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent Professional's liability, and personal injury liability.

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

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall

apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.

(e) Required/ ☒ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Professional arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) Documentation: The following documentation shall be submitted to the District:

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

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

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

(g) Policy Obligations: Professional's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Professional, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Professional resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Professional, County may deduct from sums due to Professional any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to the District.

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

District:

Bellevue Union SD
 3150 Education Dr.
 Santa Rosa, CA 95407
 Attention: Accounts Payable
 707-542-5197

Professional:

Ken Schwinn
 2341 Morningside Circle
 Santa Rosa, CA 95405
 Attention: Ken Schwinn

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

11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to the Professional. In the event District elects to terminate the Agreement without cause, it shall pay Professional for the reasonable value of services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Professional shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Professional.

12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Professional acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Professional and Professional's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Professional and Professional's employees will be on school grounds, whether pupils will be in proximity with the site where the Professional and Professional's employees will be working, and whether the Professional and Professional's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Professional and Professional's employees:

 X are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

 are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Professional expressly acknowledges that: (1) Professional and all of Professional's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Professional shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Professional shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Professional shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Professional is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Professional expressly acknowledges that the following conditions shall apply to any work performed by the Professional and/or Professional's employees on a school site: (1) Professional and Professional's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Professional and Professional's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Professional and Professional's employees shall not change locations without contacting the school office; (4) Professional and Professional's employees shall not use student restroom facilities; and (5) If Professional and/or Professional's employees find themselves alone with a student, Professional and Professional's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

14. Taxes: Professional agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Professional agrees to furnish District with proof of payment of taxes on those earnings.
15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Sonoma, California, and no other place.
17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
26. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:
 - Attachment A – Scope of Services**
 - Attachment B – Compensation**

Attachment A

SCOPE OF SERVICES

Professional shall provide services to the District as follows:

TITLE: Home School Coordinator

QUALIFICATIONS:

1. CA Teaching Credential
2. Positive interpersonal skills and proven ability to work well with people.

REPORTS TO: Director of Curriculum/English Learners

JOB GOAL: To enhance student's educational experience by carrying out necessary requirements for home school program and to establish regular communications between home and school while carrying out other activities that promote positive home-school relations so the student can benefit fully from his/her experience in the home study program.

PERFORMANCE RESPONSIBILITIES:

1. Adheres to authorized policies and district regulations.
2. Assists students to resolve such personal, emotional, and social problems that may interfere with their adjustment to school and their capacity to enjoy the fullest benefits of the education offered to them.
3. Arrange parent visitations to school.
4. Monitors student attendance and logs communication with families when absences have been excessive. Provides the Director of Curriculum/English Learners or designee with the names of the students with excessive absences and a record of communication with parents addressing the concern.
5. Arrange parent conferences on or off campus as requested.
6. Contact parents/guardians as needed or when requested.
7. Work with counselors to provide written notifications, various permission requests, and other information needed from the home or with referrals from parents.
8. Work with special education personnel to deliver communications, notifications or acquire parent signatures required to meet rules and regulations.
9. Make home visits for the purpose of gathering helpful information on students' backgrounds.
10. Assist families to better understand the district and its program.
11. Assesses student learning and provides progress reports. Provides English Language Development (ELD) instruction to English Learners.
12. Serve as a liaison between home and school when considerable follow-up is necessary, as in welfare cases, foster children, and disadvantaged students.
13. Accesses proper personnel to resolve conflicts.
14. Responds appropriately and cooperates with parents/guardians, students, and staff to resolve matters in the best interests of students.
15. Processes written communication appropriately and professionally.
16. Speaks clearly and gives clear explicit information.
17. Uses discretion in handling confidential information and difficult situations.

18. When needed, deliver proper notification letters and information to parents/guardians regarding student attendance.
19. Goes on home visits regarding student attendance problems.
20. Promotes student self-discipline and responsibility.
21. Demonstrates fairness and consistency in handling students.
22. Is readily available and accessible to all homeschool students and families.
23. Attends meetings as needed or requested.
24. Assists students with check-in and check-out processes.
25. Performs assigned duties as designated by the Director of Curriculum/English Learners or designee.

Attachment B

COMPENSATION

District shall compensate Professional for the services provided pursuant to this Agreement as follows:

The District shall compensate Ken Schwinn in the amount of \$2,500 for each month (August-June) that students are enrolled in Home Study Program for the 2023-2024 school year. If no students are enrolled in the Home Study Program, the monthly stipend will not be paid. If more than 15 students are enrolled in any month, the stipend amount to be renegotiated to account for increased workload. The \$2,500 stipend will be paid in 11 installments, once a month from August through June per invoice.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the BELLEVUE UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

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

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

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

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

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

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

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

8. **TERMINATION.**

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

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

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

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

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

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

11. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

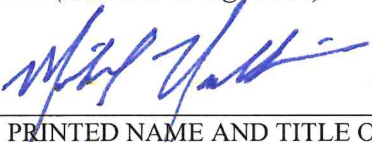
13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall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

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

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

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

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Bellevue Union School District	Lozano Smith, LLP
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <i>Michael Kellison, Superintendent</i>	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED <i>8/10/2023</i>	DATE EXECUTED 06/21/2023



PROFESSIONAL RATE SCHEDULE
FOR BELLEVUE UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 295 - \$ 395 per hour
Associate	\$ 250 - \$ 295 per hour
Paralegal / Law Clerk	\$ 185 - \$ 225 per hour
Consultant	\$ 350 - \$ 395 per hour

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

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour.¹

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

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

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

¹ Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 225 per hour

Bellevue Union School District

June 15, 2023

Subject: Docu-Dock
Contact: Moriah Hart
Address: 3223 Primrose Ave Santa Rosa, CA

Software: DOCU-DOCK is a simple and easy-to-use yet powerful web application. This product contains dynamic attributes providing customized quick search capability to view, download and share documents. Highly secure with convenient access, site stability and complete online and email technical support.

Fees:

Implementation:

Create custom landing page, set up folder structure, code preferred attributes, upload digital assets to assigned folders, test functionality and provide scheduled online training for all essential staff. This one-time implementation fee will be billed and due prior to access being granted to the subscribed software.

One time fee:
\$5,000.00

Software Subscription:

Initial term options are defined below for software subscription, billed monthly, includes 60 authorized user seats, 1 terabyte of digital data storage, tech support Monday thru Friday, 8am – 4pm, excluding holidays. Docu-Dock supports the latest version of Chrome, Firefox, Edge and Safari.

Two Year Contract	Three Year Contract	Five Year Contract
\$39,600.00	\$59,400.00	\$78,000.00

Invoice payment terms will be set as Net 30 days. The pricing above is guaranteed for sixty (60) days from the date of this proposal. Thereafter, the pricing may be updated to reflect current pricing.

Accepted and Agreed:

Bellevue Union School District

Signature: _____

Name: _____

Date: _____

Accepted and Agreed:

Crisp Imaging, Inc.

Signature: _____

Name: _____

Date: _____

Sales Agreement

Bellevue Union School District

June 15, 2023

Subject: Plan Room Scanning

Contact: Moriah Hart

Address: 3223 Primrose Ave Santa Rosa, CA

Crisp estimates from the site visit that there are 25,500 small format single sided sheets and 4,040 large format sheets to be scanned.

Scope of Work:

Crisp will deploy a team to identify each binder, roll, filing cabinet, and label for transportation. A chain of custody list will be generated identifying all documents and their contents. The Crisp team will load the boxes onto a Crisp vehicle and transport them to a secure Crisp location for scanning. The driver will sign off on what is being taken and when it arrives at Crisp, the manager will verify and sign off, emailing the manifest to the Bellevue USD champion. All documents will be prepared by removing bindings, staples, paper clips, and unfolding pages. Documents will be scanned at 300 DPI in Black and White mode. Scans will be saved as a single, multipage PDF file labeled per binder. All files will be placed in agreed upon folder structure. Scanned documents will be sent to the districts staff via a download link. Crisp will deliver back the boxes and the district will review digital documents. Once approved, the district will provide written directions to Crisp Imaging with details of which boxes are approved by the district for shredding.

Below you will find the estimated fees. Please note the amount proposed may increase or decrease based on the condition of documents and actual number of documents presented.

Fees:

Qty	Description	Cost	UOM	Estimated
1	Box, chain of custody list, transportation	\$650.00	one way	\$650.00
25,500	Scanning- Up to 11x17 (Document Prep, Multi-page, OCR Included)	\$0.07	per image	\$1,785.00
75	Index (per binder)	\$0.15	per index	\$11.25
4,040	Document Shredding	\$1.75	per image	\$7,070.00
101	Index (per set)	\$0.25	per index	\$25.25
11	Document Shredding Banker Box	\$6.00	per box	\$66.00
15	Document Shredding 40gal bin	\$25.00	per bin	\$375.00
			sub total	\$9,982.50

Based on the estimated amounts the cost for the scope of work detailed above will be **\$9,982.50** pre-tax. Crisp will provide weekly progress billing. Invoice payment terms will be set as Net 30 days.

The pricing above is guaranteed for thirty (30) days from the date of this proposal. Thereafter, the pricing may be updated to reflect current pricing.

Accepted and Agreed:

Bellevue Union School District

Signature: _____

Name: _____

Accepted and Agreed:

Crisp Imaging, Inc.

Signature: _____

Name: _____

Sales Agreement

Date: _____

Date: _____

Sales Agreement

Bellevue Union School District

June 15, 2023

Subject: Warehouse Identifying & Scanning

Contact: Moriah Hart

Address: 3223 Primrose Ave Santa Rosa, CA

Crisp Imaging estimates from the site visit that there are 1,485,500 small format single sided sheets located within the warehouse. Crisp Imaging will prepare and scan 60% of the total scope of the project for a total of 891,300 total single sided sheets.

Scope of Work:

Crisp will deploy a team of two (2) persons to work directly with the Bellevue USD champion to identify the box contents, label the boxes accordingly and separate scan vs. shred documents. The Crisp team will create a chain of custody list identifying all boxes. Crisp will collaborate with the District champion to determine the naming conventions for all scanned documents. The Crisp team will load the boxes onto a Crisp vehicle and transport them to a secure Crisp location for scanning. The driver will sign off on what is being taken and when it arrives at Crisp, the manager will verify and sign off, emailing the manifest to the Bellevue USD champion. All documents will be prepared by removing bindings, staples, paper clips, and unfolding pages. Documents will be scanned at 300 DPI in black and white mode. Scans will be saved as a single, multipage PDF file labeled per binder. All files will be placed in agreed upon folder structure. Scanned documents will be sent to the districts staff via a download link. Crisp will deliver back the boxes and the district will review digital documents. Once approved, the district will provide written directions to Crisp Imaging with details of which boxes are approved by the district for shredding.

Below you will find the estimated fees. Please note the amount proposed may increase or decrease based on the condition of documents and actual number of images scanned.

Fees:

Qty	Description	Cost	UOM	Estimated
4	On-site Collaboration	\$850.00	daily	\$3,400.00
1	Box, chain of custody list, transportation	\$2,600.00	one way	\$2,600.00
891,300	Scanning- Up to 11x17 (Document Prep, Multi-page, OCR Included)	\$0.07	per image	\$62,391.00
35,652	Index (per 25 sheets)	\$0.15	per index	\$5,347.80
595	Document Shredding Banker Box	\$6.00	per box	\$3,570.00
			sub total	\$77,308.80

Based on the estimated amounts the cost for the scope of work detailed above will be **\$77,308.80** pre-tax. Crisp will provide weekly progress billing. Invoice payment terms will be set as Net 30 days. The pricing above is guaranteed for thirty (30) days from the date of this proposal. Thereafter, the pricing may be updated to reflect current pricing.

Accepted and Agreed:

Bellevue Union School District

Signature: _____

Name: _____

Date: _____

Accepted and Agreed:

Crisp Imaging, Inc.

Signature: _____

Name: _____

Date: _____

Bellevue Union School District

Agenda Item for Board Meeting of August 15, 2023

Agenda Category: Consent

Agenda Item Title: Consider Approval of Corrections to Pay Warrants for Bilingual Instructional Assistants 2021-2022

Prepared By: Stacy Spector

Background:

Business Office, Human Resources and Payroll regularly audit position control. This work includes reviewing budget allocations, employee job classifications, and salary placement to ensure that staff are correctly placed in their job classification, and paid accordingly.

During a recent audit, a discrepancy from 2020-2021 was found that impacts the compensation of several employees. It was determined that five Newcomer, SDC and Kindergarten Instructional Aides were not paid correctly for the classification they are, or should have been placed in.

Corrections have been made and impacted staff contacted to let them know what happened and what it means for their pay and/or classification.

Of ten staff identified in the scope of the audit, five have changes to their compensation. Two will no longer receive the Bilingual Stipend and three were moved to a different, but comparable, Step and Column.

Any change in Rate of Pay for an employee will be the Step and Column closest to their current Salary placement without being less than their current rate of pay.

Emp Id	Salary Schedule Cell	Job Class Description			
2632	06 /06	Instructional Assistant	6/5 regular KIA		
2763	02 /06	Instructional Assistant	2/6 Newcomer Bilingual		
2828	04 /06	SDC Assistant	4/6 should be 4/7		
2190	09 /06	Instructional Assistant	9/6 Newcomer Bilingual		
2629	05 /06	Instructional Assistant	5/5 regular KIA		
2782	15 /06	Instructional Assistant	15/6 Newcomer Bilingual		
1443	08 /06	Instructional Assistant	8/6 Newcomer Bilingual	should not get stipend	
2767	02 /06	Instructional Assistant	2/6 Newcomer Bilingual	shold not get stipend	
2766	02 /06	Instructional Assistant	2/6 Newcomer Bilingual		
2268	08 /06	Instructional Assistant	8/6 Newcomer Bilingual		

Recommended Action:

Review and Approve as presented.

School Year	GR	District of	District	School	Reason	Incoming or	Recommendat	Date of Board	Expires	Notes
School Year	GR	District of Residence	District Requested	School Requested	Reason	Incoming or Outgoing?	Recommendation based upon BP5117	Date of Board Meeting	Expires	Notes
2023-24	4	Bellevue	Roseland	Sheppard	Continuing student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Wright	Wright Charter	Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	5	Bellevue	CRPUSD	Lawrence Jones	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	2	Bellevue	Roseland	Sheppard	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Roseland	Roseland Creek	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	5	Bellevue	Roseland	Roseland Creek	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	CRPUSD	La Fiesta	Employment Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Roseland	Bellevue	Meadow View	Sibling w/ IDT	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	2	SRCS	Bellevue	Kawana Springs	Continuing Student CALPADs verified/DI	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	6	Bellevue	CRPUSD	Lawrence Jones	Employment Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	1	Bellevue	SRCS	Brook Hill	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	RISE Autism Pro
2023-24	4	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2028	Approved on App
2023-24	K	Bellevue	Roseland	Sheppard	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	4	Gravenstein	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	4	Bellevue	Sebastopol	Brook Haven	Other	Outgoing	Denied	08/15/2023	06/30/2028	
2023-24	K	Bellevue	SRCS	Brook Hill	Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	1	Wright	Bellevue	Kawana Springs	DI	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	Roseland	Roseland	Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	3	Piner Olivet	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	TK	Piner Olivet	Bellevue	Bellevue	Sibling w/ IDT	Incoming	Denied	08/15/2023	06/30/2028	Speech
2023-24	TK	Bellevue	Roseland	Sheppard	Childcare by Family Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Wright	Bellevue	Meadow View	Sibling w/ IDT	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	6	Bellevue	CRPUSD	Lawrence Jones	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	Oak Grove	Oak Grove	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	Waugh	Meadow	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Roseland	Roseland	Childcare - verified not family	Outgoing	Denied	08/15/2023	06/30/2028	
2023-24	6	Wright	Bellevue	Meadow View	Continuing Student	Incoming	Denied	08/15/2023	06/30/2028	Poor Attendance
2023-24	K	Bellevue	Roseland	Sheppard	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	3	Roseland	Bellevue	Meadow View	Childcare (lives with family kids attend)	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	3	Roseland	Bellevue	Meadow View	Childcare (lives with family kids attend)	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	4	Bellevue	Roseland	Sheppard	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	SRCS	Luther Burbank	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Roseland	Roseland	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	SRCS	Bellevue	Kawana Springs	Dual Immersion/Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	SRCS	Bellevue	Bellevue	After School Program/Childcare	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	TK	Wright	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	08/15/2023	06/30/2028	

School Year	GR	District of	District	School	Reason	Incoming or	Recommendat	Date of Board	Expires	Notes
2023-24	TK	Roseland	Bellevue	Taylor Mountain	Childcare	Incoming	Denied	08/15/2023	06/30/2028	Space
2023-24	K	Bellevue	Roseland	Sheppard	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	4	SRCS	Bellevue	Kawana Springs	Dual Immersion/Continuing Student CALI	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	TK	Rincon Valley	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	TK	Wright	Bellevue	Meadow View	Attended NBCC Preschool	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	5	Bellevue	SRCS	Proctor Terrace	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	SRCS	Proctor Terrace	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Wright	RL Stevens	Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Wright	RL Stevens	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	CRPUSD	Marguerite Hahr	Childcare by Family verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	3	Bellevue	SRCS	Steele Lane	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	5	Bellevue	Mark West	Mark West	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	2	Bellevue	Mark West	Mark West	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	Roseland	Roseland Creek	Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	5	Bellevue	Roseland	Roseland Creek	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Windsor	Mattie Washburr	Childcare by Family Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	6	Bellevue	CRPUSD	Lawrence Jones	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Mark West	San Miguel	Childcare by Family Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	4	Bellevue	Wright	RL Stevens	Employment - Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	3	Bellevue	SRCS	Brook Hill	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	4	Bellevue	Rincon Valley	Manzanita	Employment - Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	1	Bellevue	Wright	RL Stevens	Childcare by Family Verified/Employment	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	Roseland	Roseland	Sibling w/ IDT	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	SRCS	Bellevue	Taylor Mountain	Employee	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	1	Mark West	Bellevue	Meadow View	Employee	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	5	SRCS	Bellevue	Bellevue	Continuing	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	TK	Wright	Bellevue	Bellevue	Childcare/Employment	Incoming	Approved	08/15/2023	06/30/2028	
2023-24	TK	Bellevue	Wright	JX Wilson	Childcare by Family Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	K	Bellevue	Mark West	Mark West	Childcare by Family Verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	1	Bellevue	SRCS	Helen Lehman	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	
2023-24	3	Bellevue	SRCS	Helen Lehman	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2028	

School Year	GR	District of Residence	District Requested	School Requested	Reason	Incoming or Outgoing?	Recommendation based upon BP5117	Date of Board Meeting	Expires	Notes
2022-23	4	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	6	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	6	Wright	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	1	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	3	Bellevue	Petaluma	McKinley	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	3	Bellevue	Petaluma	McKinley	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	3	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified/En	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	K	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified/En	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	5	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	K	Wright	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	3	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	5	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	3	Bellevue	Petaluma	McDowell	Employment Verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	1	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	4	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	4	Bellevue	CRPUSD	Univeristy Eleme	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	3	Bellevue	SRCS	Biella	Employment Verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	K	Wright	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/02/2023	Speech
2022-23	K	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	4	Windsor	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	Windsor	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	3	Roseland	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	Roseland	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	5	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	2	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	2	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	1	Bellevue	Wright	RL Stevens	Employment Verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	TK	Bellevue	Wright	RL Stevens	Employment Verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	1	Forrestville	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/02/2023	Speech
2022-23	1	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	3	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	K	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	5	Roseland	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	

2022-23	2	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	08/15/2023	06/30/2027	
2022-23	2	Bellevue	Wright	RL Stevens	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	6	Bellevue	Wright	RL Stevens	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23	3	Bellevue	Wright	RL Stevens	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	
2022-23		Wright	Bellevue	Bellevue	Continuing Student CALPADs verified	Outgoing	Approved	08/15/2023	06/30/2027	

Bellevue Union Elementary School District
BOARD PERSONNEL TRANSACTIONS
July 1, 2023 - June 30, 2024

Personal Information					Current Status						New Status						
Action	Effective Date	Last Name	First Name	Emp ID	Location	POS #:	Assignment	FTE	Hrs	Position Status	Location	POS#:	Assignment (if applicable)	FTE	Hrs	Position Status	Years of Service (Res/Ret/Ter
CLASSIFIED																	
Additional Assignment	8/15/2023	Guererro	Erika	2811	TMNT	263	Student Supervision	0.5	4	Perm	TMNT	528	Student Supervision	0.13	1	Prob	
New Hire	8/15/2023	Aguilar	Maria	2853							BELL	411	Dishwasher	0.5	4	Prob	
New Hire	8/15/2023	Cazarez Angulo	Noemi	2856							ELC	491	SDC IA	0.625	5	Prob	
New Hire	8/15/2023	Guerrero Zarate	Jasmine	2855							BELL	538	SDC IA	0.75	6	Prob	
New Hire	8/15/2023	Loyola	Shana								TMNT	534	Bilingual Instructional Assistant	0.75	6	Prob	
New Hire	8/15/2023	Maldonado	Andrea	2854							TMNT	505	Literacy Paraprofessional	0.5	4	Prob	
New Hire	8/15/2023	Maldonado	Andrea	2854							TMNT	331	Newcomer Instructional Assistant	0.25	2	Prob	
New Hire	8/15/2023	Perez-Delgado	Lilia								KAWA	502	Literacy Paraprofessional	0.5	4	Prob	
Reclassifcation	8/15/2023	Burt	Kathy	2625	KAWA	330	Literacy Paraprofessional	0.5	4	Perm	KAWA	330	Bilingual Literacy Paraprofesional	0.5	4	Perm	
Resignation	8/31/2023	Arenas	Perla	2793	BELL	245	RSP IA	0.625	5	Perm							
Resignation	8/15/2023	Messimore	Dominic	2675	TMNT	232	Student Supervision	0.13	1	Perm							
Resignation	8/15/2023	Messimore	Dominic	2675	TMNT	337	Literacy Paraprofessional	0.5	4	Perm							
Resignation	8/31/2023	Quinonez	Silvia	2526	BELL	202	Student Supervision	0.5	4	Perm							
Resignation	8/15/2023	Rivas	Alejandra	2775	BELL	527	Newcomer Instructional	0.375	3	Perm							
Transfer	10/1/2023	Becerra	Agueda	2444	MEAD	156	Kitchen Operator	0.75	6	Perm	KAWA	560	Cook	0.81	6.5	Prob	
Transfer	10/1/2023	DeMello	Gabrielle		MEAD	432	Dishwasher	0.5	4	Perm	MEAD	156	Kitchen Operator	0.75	6	Prob	

Transfer	8/15/2023	Orantes	Karen	2841	ELC	189	SDC IA	0.625	5	Perm	MEAD	566	SDC IA	0.75	6	Perm	
CERTIFICATED																	
New Hire	8/14/2023	Hines	Diana								BELL		6th Grade Job Share	0.4	4	TEMP	0.4
New Hire	8/14/2023	Zoia-Buescher	Mia								MEAD	83	Grade 6	1	7	Prob	
Resignation	6/30/2023	Arbritton	Susan								MEAD	83	6th grade	1	7	Perm	
Resignation	8/14/2023	Lay	Sara		KAWA		SDC	1	7	TEMP							
Resignation	7/1/2023	Hausner-Furch	Sara		KAWA		RSP Teacher	1	7	Perm							
Transfer	8/14/2023	Campbell	Colleen	2693	TMNT	56	Grade 6	1	7	Perm	MEAD		Grade 3	1	7	Perm	1.00000
Transfer	8/14/2023	Calderon	Megan	2765	BELL	488/36	Grade 6 Job Share	0.4	4	TEMP	TMNT	56	Grade 6	1	7	Prob 1	1.00000



BELLEVUE UNION SCHOOL DISTRICT

Current (TOTAL) Enrollment Including ALL TK Enrollment

School	8/10/23	September	October	November	December	January	February	March	April	May	June
Bellevue	410										
Kawana	327										
Meadow View	409										
Taylor Mountain	449										
Total Enrollment	1595	0	0	0	0	0	0	0	0	0	0

Census Day (CalPADS/LCFF) Enrollment (1st Wednesday of October). Excludes TK Students Non-ADA & County Office Enrollment.

School	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
District	1786	1769	1802	1753	1691	1616	1596	1539	1486	1536	TBD
Charter	37	71	94	145	144	0	0	0	0	0	
Total Enrollment	1823	1840	1896	1898	1835	1616	1596	1539	1486	1536	0

Attendance (P2, Average Attendance over 8 Months) Reported in the Month of April

School	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25
Bellevue	403	406	391	366	387	397	376	336	357		
Kawana	388	381	365	337	337	322	321	253	267		
Meadow View	397	409	425	437	406	382	353	340	375		
Taylor Mountain	502	503	483	456	413	415	381	352	392		
Independent Study	0	0	0	0	0	0	0	19	0		
District Attendance	1690	1699	1664	1597	1543	1517	1430	1300	1392	TBD	TBD
<i>% Attendance to CalPADS Enrollment</i>	<i>94.61%</i>	<i>96.01%</i>	<i>92.34%</i>	<i>91.07%</i>	<i>91.23%</i>	<i>93.85%</i>	<i>89.62%</i>	<i>84.47%</i>	<i>93.67%</i>		
Charter	76	105	131	141	0	0	0	0	0	0	0
With Charter	1765	1803	1794	1737	1543	1517	0	0	0	0	0

Updated: 8/10/23

2022-23 BUSD Interdistrict Data

2022-23 Outgoing Interdistricts by District Requested		2022-23 Incoming Interdistricts by School Requested	
Bennett Valley Count	11	Bellevue Count	51
CRPUSD Count	26	Kawana Springs Count	85
Forestville Count	1	Meadow View Count	22
Harmony Count	1	Taylor Mountain Count	4
Liberty Count	1	Total in	162
Mark West Count	5	Incoming Denied	3
Nicasio Count	2		
Petaluma Count	7		
Piner Olivet Count	2		
Rincon Valley Count	9		
Roseland Count	74		
Sebastopol Count	5		
Sonoma Valley Count	2		
SRCS Count	34		
Twin Hills Union Count	1		
Waugh Count	7		
Westside Union Count	1		
Windsor Count	3		
Wright Count	28		
Total Out	220		
Outgoing Denied	8		