N O T I C E

BOARD MEETING OF THE BELLEVUE UNION SCHOOL

DISTRICT BOARD OF TRUSTEES WILL BE HELD ON

Tuesday November 14, 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: November 9, 2023

Michael Kellison
SECRETARY TO THE BOARD
AND DISTRICT SUPERINTENDENT

POSTED: November 9, 2023

BELLEVUE UNION SCHOOL DISTRICT
Regular Board Meeting
Bellevue Union School District Office
3150 Education Dr.
Santa Rosa, CA 95407

Tuesday, November 14, 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. Public Employment § 54957
      2.1.2. 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
      2.1.3. 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. Consider Agenda Adjustment

   3.3. Report on Closed Session

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. Update on Actions Taken to Address Chronic Absenteeism, Tracy Whitaker, Director of Student Services
5.2. Board Policy Manual Revisions per California School Boards Association (CSBA) Update Recommendations 1st Reading, Michael Kellison, Superintendent

6. Action

6.1. Consider Approval of December 12, 2023 for the Annual Organizational Meeting
6.2. Consider Approval of Interlocal Participation Agreement with Buy Board National Purchasing Cooperative
6.3. Consider Approval of Board Policy 5117 - Interdistrict Attendance Permit
6.4. Consider Approval of Resolution No 10: Resolution of the Board of Trustees of the Bellevue Union School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020, Series C, in the Aggregate Principal Amount of Not to Exceed $10,525,000, and Approving Related Documents and Actions Including Forms of Preliminary Official Statement and Bond Purchase Agreement.
6.5. Consider Approval of Resolution No 11: Child Care and Development Services Agreement and Designation of Authorized Signers for FY 2024-25
6.6. Ratification of Bills and Warrants

7. Consent Calendar

7.1. Board Meeting Minutes
  7.1.1. Regular Board Meeting Minutes October 17, 2023
7.2. Contracts
  7.2.1. Aeries Communications - ParentSquare
  7.2.2. Seesaw Renewal
  7.2.3. Verkada Alarm Monitoring
  7.2.4. Incident IQ Asset Management and Helpdesk
7.3. Acknowledge and Accept Grants & Donations
  7.3.1. Trader Joes: 150 Haunted Cookie House Kits ($1,500), Taylor Mountain
7.4. Interdistrict Requests 2023-24
7.5. 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
    8.5. Superintendent Report
        8.5.1. Enrollment/Attendance
        8.5.2. Cool School Updates

9. Planning

December 12, 2023	Regular Board Meeting	5:30pm	**BUSD District Office** 3150 Education Drive Santa Rosa, CA 95407

10. Reconvene to Closed session as needed

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

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

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

Bellevue Union School District

Agenda Item for Board Meeting of November 14, 2023

Agenda Category: Informational Item

Agenda Item Title: Update on Chronic Absenteeism

Prepared By: Tracy Whitaker, M.A., Director of Student Services

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Background: The District has been addressing chronic absenteeism as student attendance is in need of attention. This Board presentation will update the BUSD School Board on the current data related to absenteeism.

Recommended Action:
None

Supporting Documents:
N/A

Bellevue Union School District

Agenda Item for Board Meeting

Agenda Category:	Information Item
Agenda Item Title:	Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations - First Reading
Prepared By:	Michael Kellison, Superintendent

Background:
The California School Boards Association (CBSA) policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education to develop their own policy manual. These policies are in line with current state/federal laws and have been reviewed and compared to our local policies.

This is the first reading. No action will be taken until the second reading/adoption.

Recommended Action:
No action

Supporting Documents:
Board Policy Manual Revisions per California School Boards Association (CBSA) Update Recommendations - First Reading

CSBA POLICY GUIDE SHEET
1st Reading Nov 14, 2023

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0420.4 - Charter School Authorization

Policy updated to reference that, until January 1, 2025, the Governing Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction, and provide that a district under state receivership is not in a position to absorb the fiscal impact of a proposed charter school. Policy also updated to reference pending litigation brought by each of CSBA's Education Legal Alliance and Napa Valley Unified School District against the State Board of Education (SBE) regarding SBE's authority to reverse the denial of a charter school petition by making a determination that a board abused its discretion in denying the petition.

Administrative Regulation 0420.4 - Charter School Authorization

Regulation updated to reflect **NEW LAW (AB 740, 2022)** which extends to a foster youth's attorney and county social worker and an Indian child's tribal social worker, and if applicable, county social worker, required notifications regarding involuntary removal of a student, and provides that these individuals, with the addition of a foster youth's educational rights holder, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Regulation also updated to expand the material regarding (1) procedures for suspension or expulsion, including the requirement for written notice of the intent to remove the student and the right to initiate a hearing, and material related to processes for notification to the district when a student is expelled or leaves the charter school without graduating or completing the school year, and (2) the final audit when a charter school closes.

Board Policy 3555 - Nutrition Program Compliance

Policy updated to clarify that prohibited discrimination includes alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability. Policy also updated to reflect United States Department of Agriculture CRD memorandum 01-2022, "Application of *Bostock v. Clayton County* to Program Discrimination Complaint Processing," which clarifies that prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation. Policy also updated to include that complaints against a program operator that is not an educational agency shall be filed with or referred to the California Department of Education.

Exhibit(1) 3555 - Nutrition Program Compliance

Exhibit updated to reflect current language of the United States Department of Agriculture Nondiscrimination Statement.

Board Policy 4030 - Nondiscrimination in Employment

Policy updated to reflect **NEW LAW (SB 523, 2022)** which adds reproductive health decisionmaking as a form of prohibited discrimination, and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decisionmaking.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to reflect **NEW LAW (AB 2413, 2022)** which prohibits a district from suspending, demoting, or dismissing a permanent classified employee who timely requests a hearing pending the outcome of that hearing.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to clarify that a classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. Regulation also updated to reflect **NEW LAW (AB 2413, 2022)** which prohibits a district from

suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing unless it is found by a preponderance of the evidence at the time discipline was imposed that the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Additionally, regulation updated to provide that a district may cease paying an employee if a decision has not been rendered within 30 days of the date the hearing was requested.

Administrative Regulation 5113 - Absences and Excuses

Regulation updated to reflect **NEW LAW (SB 955, 2022)** which includes, as another type of required excused absence, the absence of a middle school or high school student for the purpose of participating in a civic or political event, as defined, provided that the student notifies the school ahead of the absence, and **NEW LAW (AB 181, 2022)** which no longer requires the State Board of Education to update its illness verification regulations as necessary to account for including, as a personal illness excused absence, a student's absence for the benefit of the student's mental or behavioral health. Regulation also updated to clarify that absences for participation in religious exercise or to receive moral and religious instruction are excused, but that in order for districts to receive average daily attendance funding for such absences, the Governing Board is required to first adopt a resolution permitting an excused absence for such purposes.

Administrative Regulation 5131.41 - Use of Seclusion and Restraint

Regulation updated to clarify the limited exception when seclusion and/or behavioral constraint may be used, and to reflect that it cannot be applied for longer than necessary to contain the dangerous behavior. Regulation also updated to include, as appropriate, concepts from the December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities. Regulation also updated to add a new section "Documentation of Seclusion and Restraint."

Administrative Regulation 5144 - Discipline

Regulation updated to incorporate **NEW GUIDANCE** from the U.S. Department of Education, Office for Civil Rights, issued to help districts support students with disabilities and avoid discriminatory discipline practices.

Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process

Regulation updated to provide that "suspension" does not include removal from class, as specified, so long as removal from a particular class does not occur more than once every five school days, add definitions related to electronic acts as a mode of bullying, include that a teacher may, in addition to suspending a student from class, refer a student for specified acts to the Principal or designee for consideration of a suspension from school, and clarify that immediate suspension is required for any student found at school or a school activity away from school who committed any of the enumerated acts for which a recommendation of expulsion is required. Regulation also updated to reflect **NEW LAW (AB 740, 2022)** which provides for additional due process procedures for suspension of foster youth and Indian children.

Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)

Regulation updated to reflect **NEW GUIDANCE** from the U.S. Department of Education's Office of Special Education and Rehabilitative Services, which recommends that districts identify ways to significantly reduce the use of exclusionary discipline and its disproportionate effect on student with disabilities, and the U.S. Department of Education's Office for Civil Rights, which provides that, for a student with a disability under Section 504, schools are required to conduct a manifestation determination before implementing a disciplinary removal that will significantly change the placement of the student due to discipline for (1) removal from class or school for more than 10 consecutive school days, or (2) a series of removals from class or school that together total more than 10 school days in a school year and constitute a pattern of removal. Regulation also updated to emphasize that suspension or expulsion of a student with disabilities be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process, and that when a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team consider positive behavioral interventions and supports, and other strategies, to address the behavior. Additionally, regulation updated, for conceptual alignment, to move material regarding the monitoring of the number of days of a suspension of student with an IEP, and reflect

NEW LAW (AB 740, 2022) which provides that a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice and invitation to the manifestation determination meeting, involuntary transfer notice, and other documents and related information.

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect **NEW LAW (AB 1655, 2022)** which adds June 19, "Juneteenth National Independence Day," to the list of holidays on which public schools must be closed and **NEW LAW (AB 1801, 2022)** that adds Genocide Remembrance Day to the list of days districts are authorized to close. Regulation also updated to clarify language regarding days on which schools are required to be closed based on appointment by the Governor or President, and to encourage districts to observe a moment of silence on September 11th Remembrance Day, as authorized by law.

Board Policy 6173 - Education for Homeless Children

Policy updated to reflect **NEW LAW (AB 408, 2022)** which (1) **mandates** that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Policy also updated to reflect **NEW LAW (AB 2375, 2022)** which requires districts, regardless of whether they received American Rescue Plan Act of 2021 funds, to annually administer a housing questionnaire for the purpose of identifying students experiencing homelessness, including unaccompanied minors, and annually report that number of students to the California Department of Education (CDE). Additionally, policy updated to reflect **NEW LAW (SB 532, 2022)** which requires districts to annually report to CDE the number of students experiencing homelessness who graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements. Policy updated throughout to change language from "homeless student" to "student experiencing homelessness."

Administrative Regulation 6173 - Education for Homeless Children

Regulation updated to reflect **NEW LAW (AB 408, 2022)** which (1) **mandates** that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Regulation also updated to clarify what factors to consider when determining the "best interest" of the student in enrollment decisions. Additionally, regulation updated to reflect **NEW LAW (AB 181, 2022)** which exempts a student classified as unduplicated from paying a fee for transportation and **NEW LAW (SB 532, 2022)** which provides, when a student experiencing homelessness transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements. Regulation updated throughout to change language from "homeless student" to "student experiencing homelessness."

Board Policy 6173.1 - Education for Foster Youth

Policy updated to move material regarding a safe learning environment toward the beginning of the policy as it is philosophical in nature and has general implications, and reflect **NEW LAW (SB 532, 2022)** which requires districts to annually report to the California Department of Education regarding the number of foster youth who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Administrative Regulation 6173.1 - Education for Foster Youth

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which (1) amends the definition of foster youth, and (2) requires districts that provide home-to-school transportation and other transportation expressly provided by in law to waive transportation fees for foster youth. Regulation also updated to align the definition of "school of origin" with code language, reflect **NEW LAW (AB 740, 2022)** which provides that a foster youth's educational rights holder, attorney, and county social worker have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information and **NEW LAW (SB 532, 2022)** which provides, when a foster youth transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements.

Board Policy 6177 - Summer Learning Programs

Policy updated to clarify that summer learning programs are part of the Expanded Learning Opportunities (ELO) Program and to reflect the requirements of the ELO programs to offer access to specified students, as provided in **NEW LAW (AB 181 and 185, 2022)**. Policy also updated to reference **NEW GUIDANCE** from the California Department of Education which clarifies that districts are prohibited from charging fees for summer school.

Board Bylaw 9270 - Conflict of Interest

Bylaw updated to reflect **NEW LAW (SB 1439, 2022)** which makes applicable to elected district officers the prohibition against accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, and from participating in making, or in any way attempting to use the official position to influence the Board's decision when a district officer received a contribution of more than $250 from a party or participant in the preceding 12 months, as specified. Bylaw also updated to clarify, for a Board member who manages public investments, that when an item on the consent calendar is one in which the Board member has a financial interest, the Board member is required to either make a motion to remove the item from the consent calendar or abstain from voting on the consent calendar.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to reflect **NEW LAW (AB 2449, 2022)** which (1) requires Boards to maintain and implement a procedure for receiving and resolving requests for reasonable accommodation for individuals with disabilities, to resolve any doubt in favor of accessibility, and to give notice of the procedure for receiving and resolving requests for accommodation in each instance in which notice of the time of a meeting is otherwise given or the agenda is otherwise posted, and (2) adds procedures for "Teleconferencing During a Personal Emergency" and "Teleconferencing for 'Just Cause'". Bylaw also updated to reflect **NEW LAW (AB 2647, 2022)** which provides a procedure for complying with the Brown Act when distributing materials to the Board less than 72 hours before a regular meeting and outside of regular business hours. Additionally, bylaw updated to reference the expiration of the California COVID-19 State of Emergency on February 28, 2023 and to clarify that a Board may utilize "Teleconferencing During a Proclaimed State of Emergency," if all terms are met pursuant to Government Code 54953, until January 1, 2024.

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 07/01/2010 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic

Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use an official position to influence a governmental decision in which the district official knows or has reason to know that there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the district official, the district official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official makes a governmental decision when, within the authority of the office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.

2. Any district officer who received a contribution of more than $250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.

3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the

contribution and the proceeding.

4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than $250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding $250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

   However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

   If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract

made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which the Board member's private or personal interest may conflict with official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding,

the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices

Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 52334-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Public Contract Code 6102	Awarding of contracts
Rev. & Tax Code 203	Taxable and exempt property - colleges

Management Resources	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen.69 (2022)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)

Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

Cross References

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases

3311	Bids
3311	Bids
3430	Investing
3430	Investing
3470	Debt Issuance And Management
3600	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation
4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives
4317.2	Resignation
4336	Nonschool Employment
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9140	Board Representatives
9200	Limits Of Board Member Authority
9220	Governing Board Elections
9222	Resignation
9230	Orientation
9320	Meetings And Notices
9321	Closed Session
9321	Closed Session
9321	Closed Session

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 03/01/2008 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Regular Meetings

The Board shall hold 1 regular meeting(s) each month. Regular meetings shall be held at 5:30p.m. on the 3rd Tuesday at the BUSD District Office.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely

2. A contagious illness prevents a Board member from attending in person

3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated

4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual

technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing

2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees

3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

   Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person

2. State or local officials continue to impose or recommend measures to promote social distancing

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Management Resources	**Description**
Court Decision	Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government

Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)

State	**Description**
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 6252-6270	California Public Records Act
Gov. Code 7920.000 - 7930.170	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal	**Description**
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.43	Charter School Revocation
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services

3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4117.14	Postretirement Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
4317.14	Postretirement Employment
6112	School Day
6112	School Day
6117	Year-Round Schedules
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9100	Organization
9121	President
9130	Board Committees
9140	Board Representatives
9220	Governing Board Elections
9230	Orientation
9270	Conflict Of Interest
9270	Conflict Of Interest
9310	Board Policies
9321	Closed Session
9321	Closed Session

9321	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2	Actions By The Board
9323.2	Actions By The Board
9324	Minutes And Recordings
9400	Board Self-Evaluation

Exhibit 3555-E(1): Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

> "In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
>
> Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
>
> To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to the USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:
>
> (1) mail: U.S. Department of Agriculture
> Office of the Assistant Secretary for Civil Rights
> 1400 Independence Avenue, SW
> Washington, D.C. 20250-9410; or
>
> (2) fax: (833) 256-1665 or (202) 690-7442; or
>
> (3) email: Program.Intake@usda.gov
>
> This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

> "This institution is an equal opportunity provider."

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities
7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination

7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources	**Description**
California Department of Education Publication	Civil Rights and Complaint Procedures, U.S. Department of Agriculture Child Nutrition Programs, June 2018
U. S. Department of Agriculture Publication	USDA Nondiscrimination Statement, December 2022
U.S. Department of Agriculture Publication	Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	U. S. Department of Agriculture, And Justice for All Posters
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3312	Contracts
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
9321	Closed Session
9321	Closed Session
9321	Closed Session

Policy 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 05/01/2019 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Timelines for Board Action

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners

shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the petition to the County Superintendent of Schools, CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required.

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:

    a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

    b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which may include supporting documentation, detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.02-42238.52	Funding for charter districts

Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650-47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code 51744-51749.6	Independent study
Ed. Code 51745	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
W&I Code 224.1	Indian child; definition

Federal	**Description**
20 USC 7221-7221j	Charter schools

Management Resources	**Description**
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
California Charter Authorizing Professionals Pub.	Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051
Court Decision	CSBA'S Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School

	District (2005) 130 Cal.App.4th 986
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. February 2016
CSBA Publication	Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
Website	CSBA District and County Office of Education Legal Services
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.41	Charter School Oversight
0420.41	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status

6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Policy 3555: Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 07/01/2010 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

9. Implementing procedures to process and resolve civil rights complaints, including alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs, including program requirements and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, the most current version of the nondiscrimination statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color,

national origin, sex, sexual orientation, gender identity, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at any of the following: (5 CCR 15582)

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish)
Fax: (833) 256-1665 or (202) 690-7442
Email: program.intake@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's duly authorized representative by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Policy Reference Disclaimer:
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State	Description
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities

7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources	**Description**
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U. S. Department of Agriculture Publication	USDA Nondiscrimination Statement, December 2022
U.S. Department of Agriculture Publication	Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	U. S. Department of Agriculture, And Justice for All Posters
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees

1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
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1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
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5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
9321	Closed Session
9321	Closed Session
9321	Closed Session

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/01/2016 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decisionmaking, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

    b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

    e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decisionmaking

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	**Description**
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions; hate crimes
Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination

	based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	"Know Your Rights: Workplace Discrimination is Illegal" poster
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources	**Description**
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, October 2022

U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1313	Civility
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants

4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave

4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease
4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement

4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Policy Reference Disclaimer:
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State	**Description**
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources	**Description**

Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department

3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety

4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security

4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Policy 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 03/01/2008 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs that may be addressed with the provision of a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement.

The Superintendent or designee shall provide foster youth with full access to the district's educational program and implement strategies necessary for the improvement of the academic achievement of foster youth as identified in the district's local control and accountability plan (LCAP). The Superintendent or designee shall also develop strategies to build a foster youth's feeling of connectedness with school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and as specified in the accompanying administrative regulation. To that end, the Superintendent or designee shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

Annually, the Superintendent or designee shall report to the California Department of Education, in

accordance with Education Code 51225.1, the number of foster youth graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Policy Reference Disclaimer:
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State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents/guardians; waiver for foster youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42926	Foster children educational services
Ed. Code 48645-48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control

W&I Code 727	Order of care; ward of court

Federal	**Description**
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources	**Description**
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Foster Youth Education Task Force Pub	California Foster Youth Education Law Fact Sheets, January 2021
Cities, Counties and Schools Partnership Pub.	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	**Description**
0200	Goals For The School District

0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process

5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests

6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/01/2005 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

The Governing Board believes that the identification of students experiencing homelessness is critical to improving the educational outcomes of such students and ensuring that students experiencing homelessness have access to the same free and appropriate public education provided to other students within the district. The district shall provide students experiencing homelessness with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 students experiencing homelessness in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of students experiencing homelessness. (Education Code 52052, 52060, 52064)

The Superintendent or designee shall review district policies at least once every three years and recommend updates to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (Education Code 48851.3, 42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting students experiencing homelessness to succeed in school, and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness.

The Superintendent or designee shall ensure that each district school identifies all students experiencing homelessness and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of students experiencing homelessness, the Superintendent or designee shall annually provide and administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

The Superintendent or designee shall ensure that placement decisions for students experiencing homelessness are based on the student's best interest as defined in law and administrative regulation.

Each student experiencing homelessness shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (Education Code 48850; 42 USC 11432)

Students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate students experiencing homelessness on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet their unique needs. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for students experiencing homelessness are provided in a manner and form understandable to the student's parents/guardians and to unaccompanied youths.

Information about the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that students experiencing homelessness are promptly identified, ensure that students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to students experiencing homelessness, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for students experiencing homelessness and services

for students with disabilities. (42 USC 11432)

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of students experiencing homelessness. Such professional development and technical assistance shall include, but are not limited to, training on the district's homeless education program policies, definitions of terms related to homelessness, recognition of signs that students are experiencing or are at risk of experiencing homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect students experiencing homelessness with appropriate housing and service providers. (Education Code 48851.3, 48852.5; 42 USC 11432)

Annually, the Superintendent or designee shall report to CDE, in accordance with Education Code 51225.1, the number of students experiencing homelessness graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements

Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources	**Description**
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	Federal Program Monitoring Instrument
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation
Website	California Child Welfare Council

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
0415	Equity

0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications
4112.9	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9	Employee Notifications
4331	Staff Development

5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education

6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education

6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Policy 6177: Summary Learning Programs

Status: ADOPTED

Original Adopted Date: 04/01/2013 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills, make academic progress, and develop social, emotional, and physical needs and interests through hands-on engaging learning experiences.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

Summer School

The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Have been retained or are at risk of being retained at their grade level
2. Demonstrate academic deficiencies in core curriculum areas
3. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program
4. Are in grades transitional kindergarten (TK)-6 and are required to be offered or provided access to Expanded Learning Opportunities Programs pursuant to Education Code 46120 and BP/AR 5184.2 - Before/After School Programs

The remaining openings shall be offered to other district students on a first-come first-served basis.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

Additional Summer Learning Opportunities

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations

2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity

3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component

4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals

5. Assigning summer vacation homework in core curricular subject(s) for extra credit

6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject

7. Arranging opportunities for community service

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

5 CCR 11470-11472	Summer school
5 CCR 3043	Extended school year; special education students
Ed. Code 37252-37254.1	Supplemental instruction
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41505-41508	Pupil Retention Block Grant
Ed. Code 41976.5	Summer school programs; substantially disabled persons or graduating high school seniors
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 48070-48070.5	Promotion and retention
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 54444.3	Summer program for migrant students
Ed. Code 56345	Individualized education program contents
Ed. Code 58700-58702	Credit towards summer school apportionments for tutoring and homework assistance
Ed. Code 58806	Summer school apportionments
Ed. Code 8482-8484.6	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers

Federal	**Description**
20 USC 6311-6322	Improving basic programs for disadvantaged students
20 USC 7171-7176	21st Century Community Learning Centers

Management Resources	**Description**
CSBA Publication	School's Out, Now What? How Summer Programs Are Improving Student Learning and Wellness, Policy Brief, April 2013
CSBA Publication	Summer Learning and Wellness Resource Guide
National Summer Learning Association Publication	New Vision for Summer School, 2010
National Summer Learning Association Publication	Healthy Summers for Kids: Turning Risk into Opportunity, May 2012
Rand Corporation Publication	Making Summer Count: How Summer Programs Can Boost Children's Learning, 2011
Website	CSBA District and County Office of Education Legal Services

Website	National Summer Learning Association
Website	RAND Corporation
Website	Summer Matters
Website	Partnership for Children and Youth
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses
5113.2	Work Permits
5113.2	Work Permits
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.6	School Health Services
5141.6	School Health Services
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs

6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6179	Supplemental Instruction

Regulation 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation

2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

Staff Advisory Committee

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

2. The charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

   If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "A-G" admissions criteria may be considered to meet college entrance requirements.

3. The measurable student outcomes identified for use by the charter school.

   Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

4. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

5. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

6. The qualifications to be met by individuals to be employed by the charter school.

7. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:

   a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.

   b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).

   c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

8. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.

9. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.

10. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

11. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605.

    Such procedures shall contain a clear statement that no student shall be involuntarily removed by the charter school for any reason unless written notice of the intent to remove the student is given to the student's parent/guardian at least five schooldays before the effective date of the removal. In the case of a homeless student or foster youth, the notice shall be given to the student's educational rights holder. Additionally, a foster youth's attorney and county social worker, and an Indian child's tribal social worker, and if applicable, the county social worker, shall be given such notice.

    The notice shall inform the student, the student's parent/guardian, and any other specified individual, as applicable, of the right to initiate a hearing as described in Education Code 47605, before the effective date of the removal. The notice shall be provided in the student's parent/guardian's, or other applicable person's language, and, if such a hearing is initiated, shall include the student's right to remain enrolled in the charter school until a final decision is made by the charter school.

    In addition, the procedures shall contain a statement pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

    Such procedures shall also include processes by which the charter school will notify the Superintendent of the district of the student's last known address and, upon request, provide the student's cumulative record to the district, when a student is expelled or leaves the charter school without graduating or completing the school year for any reason. In addition, the procedures shall describe the means by which the district can contact the charter school if the student is subsequently expelled or leaves the school district without graduating or completing the school year for any reason.

    Involuntarily removed means disenrolled, dismissed, transferred, or terminated, but does not include suspensions. (Education Code 47605)

12. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

13. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

14. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the

charter school.

15. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

16. A declaration as to whether the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

17. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

    a. Designation of a responsible entity to conduct closure-related activities

    b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

        i. The effective date of the closure

        ii. The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure

        iii. The students' districts of residence

        iv. The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

    c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with Item #17a above

    d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with Item #17a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

    e. Transfer and maintenance of personnel records in accordance with applicable law

    f. Completion of an independent final audit within six months after the closure of the charter school that may function as the annual audit, which includes an assessment of the disposition of any restricted funds received by or due to the school and an accounting of all financial assets and liabilities pursuant to 5 CCR 11962

    g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962h.

    h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

    i. Identification of funding for the activities identified in Item #17a-g above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the school intends to locate
2. The manner in which administrative services of the charter school are to be provided
3. Potential civil liability effects, if any, upon the charter school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation
5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds

Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.02-42238.52	Funding for charter districts
Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650-47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code 51744-51749.6	Independent study
Ed. Code 51745	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
W&I Code 224.1	Indian child; definition

Federal	**Description**
20 USC 7221-7221j	Charter schools

Management Resources	**Description**
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)

Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
California Charter Authorizing Professionals Pub.	Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051
Court Decision	CSBA'S Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. February 2016
CSBA Publication	Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
Website	CSBA District and County Office of Education Legal Services
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.41	Charter School Oversight
0420.41	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation

0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

In addition to the items listed above, disciplinary action will be taken against permanent classified employees in alignment with Article 19, section 5 of the collective bargaining agreement between BUSD and CSEA Bellevue Chapter 501.

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee

may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled

substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391

Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles

4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs

4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security

4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves

4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/01/2011 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)

2. Quarantine under the direction of a county or city health officer. (Education Code 48205)

3. Medical, dental, optometrical, or chiropractic service or appointment. (Education Code 48205)

4. Attendance at funeral services for a member of the student's immediate family. (Education Code 48205)

   Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law. (Education Code 48205)

6. Illness or medical appointment of a child to whom the student is the custodial parent. (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than four hours per semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302. (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment. (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)

11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

13. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination. (Education Code 46014)

    Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

14. Work in the entertainment or allied industry. (Education Code 48225.5)

    Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

15. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

    A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

16. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a

physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

    a. Name of student

    b. Name of parent/guardian or parent representative

    c. Name of verifying employee

    d. Date(s) of absence

    e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification.

    a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

    b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Policy Reference Disclaimer:
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State	Description
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other

	causes
Ed. Code 1740	Employment of personnel to supervise attendance
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18; compulsory full-time attendance
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5	Habitually truant minors

Management Resources	**Description**
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases

5141.22	Infectious Diseases
5141.33	Head Lice
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 5131.41: Use Of Seclusion And Restraint

Status: ADOPTED

Original Adopted Date: 12/01/2018 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus but are prohibited from using seclusion and behavioral restraint to control student behavior except as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room

3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places the staff member's body weight against the student's torso or back

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face

5. Place a student in a facedown position with the student's hands held or restrained behind the student's back

6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about

disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56521.1	Emergency interventions when behavior poses threat to

	student or others
Ed. Code 56521.2	Prohibited interventions
Gov. Code 7920.000-7930.215	California Public Records Act

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504

Management Resources	**Description**
U.S. Department of Education Publication	Restraint and Seclusion: Resource Document, May 2012
U.S. Dept of Education, Office of Civil Rights	Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144	Discipline
5144	Discipline

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 12/01/2014 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level

2. Referral to a certificated employee designated by the principal to advise students

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

    Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

    Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

a. A message, text, sound, video, or image

b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

   Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

   Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

   Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

   False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

    A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of $1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

   Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

   Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as Items #1-19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade

level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

   This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster

youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian, or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

   If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

   a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

   b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process.

   c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district's educational liaison of the need to invite the foster youth's educational rights holder, attorney and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

   d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.

2. The student shall have access to appropriate counseling services.

3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.

4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student if an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, in person, by email, or by

telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense

2. Possession of any knife or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11059, except for:
    a. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis

    b. The student's possession of over-the-counter medication for use by the student for medical purposes

    c. Medication prescribed for the student by a physician

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing

be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student, the student's parent/guardian, or, when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing

2. Have up to two adult support persons present at the hearing at the time the witness testifies

3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing

2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based

3. A copy of district disciplinary rules which relate to the alleged violation

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

   This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

   Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

   Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing

7. The opportunity to confront and question all witnesses who testify at the hearing

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth, Homeless Students, and Indian Children

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the foster youth's' educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

   If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

3. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

4. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

   Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

   If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in Item #6 below. (Education Code 48918(i))

5. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

6. Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

   In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

7. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

   a. Any complaining witness shall be given five days' notice before being called to testify.

   b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.

   c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

   d. The person presiding over the hearing may remove a support person who is disrupting the hearing.

   e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

   f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

   g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

      i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

      ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

      iii. The person conducting the hearing may:

         A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours

C. Permit one of the support persons to accompany the complaining witness to the witness stand

8. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)

3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on

probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission.

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district.

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CCP. 1985-1997	Production of evidence; means of production
Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules for government and discipline of schools
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8489-8489.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Informal hearing procedures
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11059	Controlled substances; standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child

Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 287	Oral Copulation
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling

Federal	**Description**
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K)	Students with disabilities; placement in alternative educational setting
20 USC 7961	Gun-Free Schools Act
42 USC 11431-11435	Education of homeless children and youths

Management Resources	**Description**
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)

Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision	Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
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5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
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5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts

5125	Student Records
5125	Student Records
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5131.1	Bus Conduct
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5131.2	Bullying
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5131.4	Student Disturbances
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5131.7	Weapons And Dangerous Instruments
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5144	Discipline
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5145.2	Freedom Of Speech/Expression

5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
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5145.71	Title IX Sexual Harassment Complaint Procedures
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6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities)

Status: ADOPTED

Original Adopted Date: 11/01/2006 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 cumulative school days in a school year as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from the student's current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days

2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:

    a. The series of removals total more than 10 school days in a school year

    b. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals

    c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another

If a student's removal is determined to be a change of placement as specified in Items #1-2 above, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in

another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to the student or the student's parent/guardian when, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow the student to participate in the general education curriculum and to progress toward meeting the goals set out in the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the

student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

   At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   a. Caused by or had a direct and substantial relationship to the student's disability

   b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

      If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

   The student shall be returned to the placement from which the student was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of the disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable the student to participate in the general education curriculum in another setting and to allow the student to progress toward meeting the goals set out in the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

   As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances), 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), the parent/guardian may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that the student's information or records will not be disclosed to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code

48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services

2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that the student was not an individual with a disability. (20 USC 1415(k)(5); 34 CFR 300.534)

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules of governing board
Ed. Code 48203	Reports of severance of attendance of disabled students
Ed. Code 48853.5	Foster youth and Indian child's representatives' right to receive notices
Ed. Code 48900-48925	Suspension and expulsion

Ed. Code 49076	Access to student records
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56320	Educational needs; requirements
Ed. Code 56321	Development or revision of individualized education program
Ed. Code 56329	Independent educational assessment
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56505	State hearing
Ed. Code 56521.2	Behavioral interventions
Pen. Code 245	Assault with deadly weapon
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal	**Description**
18 USC 1365	Serious bodily injury
18 USC 930	Weapons
20 USC 1412	State eligibility
20 USC 1414	Evaluations, eligibility determinations, individualized education programs, and educational placements
20 USC 1415	Procedural safeguards
21 USC 812	Schedule of controlled substances
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.530-300.537	Discipline procedures

Management Resources	**Description**
Court Decision	Honig v. Doe (1988) 484 U.S. 305
Court Decision	M.P. v. Governing Board of Grossmont Union High School District (1994) 858 F.Supp. 1044
Court Decision	Parents of Student W. v. Puyallup School District (1994 9th Cir.) 31 F.3d 1489
Court Decision	Schaffer v. Weast (2005) 546 U.S. 49
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

Ofc of Special Education & Rehabilitative Svcs Pub	Letter Commenting on Hearing Officer Authority to Determine whether Conduct is a Violation of Student Code of Conduct, July 2012
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on Supporting the Needs of Students with Disabilities, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on Supporting the Needs of Students with Disabilities, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022
Office of Administrative Hearings	Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917
U.S. Dept of Education Office for Civil Rights Pub	Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
U.S. Dept of Education Office for Civil Rights Pub	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3513.4	Drug And Alcohol Free Schools
3541.2	Transportation For Students With Disabilities
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4158	Employee Security

4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.62	Tobacco
5131.62	Tobacco
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6120	Response To Instruction And Intervention
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education

6185	Community Day School
6185	Community Day School
9321	Closed Session
9321	Closed Session
9321	Closed Session

Regulation 5144: Discipline

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the student's parents/guardians

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

13. Community service as provided in the section below entitled "Community Service"

14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

15. Reassignment to an alternative educational environment

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 44807.5	Restriction from recess
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program

Management Resources	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
CSBA Publication	Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. Dept of Education, Office for Civil Rights	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	Public Counsel
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1313	Civility
3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)

3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances

5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.9	Academic Honesty
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment

5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9321	Closed Session
9321	Closed Session
9321	Closed Session

Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 11/01/1999 **| Last Revised Date:** 03/01/2023 **| Last Reviewed Date:** 03/01/2023

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day- June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the

date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the

national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Federal	Description
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag

Management Resources	Description
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA

Cross References

Code	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
6111	School Calendar
6117	Year-Round Schedules
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction
6144	Controversial Issues
6145.8	Assemblies And Special Events

Regulation 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 12/01/2013 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

Definitions

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361

2. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, whether or not the child has been removed from the child's home

3. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d)

4. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01

5. A child who has been removed from the youth's home pursuant to Welfare and Institutions Code 309

6. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law

7. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400(p)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is another school that the foster youth attended with which the foster youth is connected and that the foster youth attended within the preceding 15 months, the district liaison, in consultation with, and with the agreement of, the foster youth and the person holding the right to make educational decisions for the foster youth shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. (Education Code 48853.5)

Best interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Director of Student Services
3150 Education Drive
Santa Rosa, CA 95407
studentservices@busd.org
707-542-5197 xt3

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

   When a student in foster care is enrolling in a district school, the liaison shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

3. Notify a foster youth's educational rights holder, attorney, and county social worker when a foster youth is undergoing any expulsion or other disciplinary proceeding including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and an awareness of the following:

    a. The student has a right to attend a regular public school in the least restrictive environment

    b. The alternate education program is a special education program, if applicable

    c. The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district

    d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student

3. At the initial placement or any subsequent change in placement, the student exercises the right to continue in the school of origin, as defined above. In any such circumstance, the following shall apply:

    a. The student may continue in the school of origin for the duration of the court's jurisdiction

    b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in the school of origin for the remainder of the school year

    c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in the school of origin through graduation

    d. If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the

established feeder patterns of school in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, regardless of whether the foster youth: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, an appeal may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine

how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for foster youth. (Education Code 39807.5)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the grades shall be calculated as of the date the student left school

2. A verified court appearance or related court-ordered activity

Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures

Ed. Code 39807.5	Payment of transportation costs by parents/guardians; waiver for foster youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42926	Foster children educational services
Ed. Code 48645-48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal	**Description**
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources	**Description**

Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Foster Youth Education Task Force Pub	California Foster Youth Education Law Fact Sheets, January 2021
Cities, Counties and Schools Partnership Pub.	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan

0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance

5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior

5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504

6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 12/01/2014 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

Definitions

Homeless students or *students experiencing homelessness* means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859; 42 USC 11434a)

School of origin means the school that the student experiencing homelessness attended when permanently housed or the school in which the student was last enrolled, including a preschool. If the school the student experiencing homelessness attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students, in consultation with and with the agreement of the student experiencing homelessness and the person holding the right to make educational decisions for the student, shall determine which school is, in the best interests of the student experiencing homelessness, deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a student experiencing homelessness, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Director of Student Services
3150 Education Drive
Santa Rosa, CA 95407
studentservices@busd.org
707-542-5197 xt3

The district's liaison for homeless students shall: (Education Code 48851.3, 48851.5, 48852.5; 42 USC 11432)

1. Ensure that students experiencing homelessness are identified by school personnel through outreach and coordination activities with other entities and agencies

2. Ensure that students experiencing homelessness are enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that families and students experiencing homelessness have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

4. Ensure that families and students experiencing homelessness receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

6. Disseminate public notice of the educational rights of students experiencing homelessness in locations frequented by parents/guardians of students experiencing homelessness and by unaccompanied youth, including schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of students experiencing homelessness and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

9. Offer annual training related to the district's homeless education program policies to school personnel who provide services to students experiencing homelessness, including principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel, to ensure that such employees are informed of available training, professional development, and other support, and the services provided by

the district liaison for homeless students

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to students experiencing homelessness, including the collection and provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a student experiencing homelessness who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform students experiencing homelessness, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for students experiencing homelessness based on the student's best interest. (Education Code 48850; 42 USC 11432)

In determining a student's best interest, a student experiencing homelessness shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

When determining the best interest of any student experiencing homelessness, the district shall give priority to the request of the student's parent/guardian, or in the case of an unaccompanied youth, the request of the student. The student's educational stability and opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress and other student-centered factors related to the student's best interest, including the impact of mobility on the student's achievement, education, health, and safety, shall also be considered. (Education Code 48850; 42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a student experiencing homelessness lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a student experiencing homelessness, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the student experiencing homelessness has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance area

2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student shall be allowed to continue to the school designated for matriculation in that district

If the student's housing status changes before the end of the school year so that the student is no longer experiencing homelessness, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8
2. Through graduation if the student is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of those roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform the student's parents/guardians or unaccompanied youth that written and/or oral documentation to support their position may be provided

2. Inform the student's parents/guardians or unaccompanied youth that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide a simple form that they may use and turn in to the school to initiate the dispute resolution process

4. Provide a copy of the dispute form they submit for their records

5. Provide the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter. Any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the liaison for homeless students at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a student experiencing homelessness to and from the student's school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for students experiencing homelessness. (Education Code 39807.5)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they secure permanent housing, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code

48852.7)

Eligibility for Extracurricular Activities

A student experiencing homelessness who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of students experiencing homelessness, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of students experiencing homelessness, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to students experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities

Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources	**Description**
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	Federal Program Monitoring Instrument
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education

Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation
Website	California Child Welfare Council

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program

3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications
4112.9	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9	Employee Notifications
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services

5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams

6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Bellevue Union School District

Agenda Item for Board Meeting

Agenda Category:	Action
Agenda Item Title:	Consider Approval of December 12, 2023 for the Annual Organizational Meeting
Prepared By:	Moriah Hart, Executive Assistant

Background:
Education Code 35143 requires school boards to hold annual organizational meetings during open session at a board meeting within 15 days of the second Friday in December (between December 11 and December 22 this year). The date must be selected by the Board at its regular meeting held immediately prior to December 1.

Organization Meeting Items:

1. Designation of Board President
2. Designation of Vice President/Clerk
3. Designation of District Superintendent as Board Secretary
4. Designation of Monthly Meeting Location
5. Selection of District Representative and Alternate to fill Vacancies on the Sonoma County Committee on School District Organization

The annual board reorganization is governed by the BUSD Governance Handbook (reviewed and approved annually by the BUSD Board of Trustees)

Recommended Action:
It is recommended that the Board of Trustees approve December 12, 2023 for the Annual Organizational Meeting

Supporting Documents:
None

Bellevue Union School District

Agenda Item for Board Meeting of November 14, 2023

Agenda Category: Review & Action

Agenda Item Title: Approval of Interlocal Participation Agreement with Buy Board National Purchasing Cooperative

Prepared By: Michael Kellison, Superintendent

Background:
California School Boards Association recently established a relationship with Buy Board, a National Purchasing Cooperative to allow California school districts to participate in a national procurement program. The benefits of participating in this program are that the District will have access to purchasing vendor goods and materials whose prices have been competitively bid and agreed upon. The selection of vendors is diverse and covers a wide range of potential commodities that the District may utilize. As Buy Board is a public entity, there are no fees associated with participating in this agreement and the process by which prices have been determined has been vetted and is in compliance with state and federal guidelines.

Recommended Action:
It is recommended that the Board of Trustees approve the Interlocal Participation Agreement with Buy Board National Purchasing Cooperative

Supporting Documents:
Interlocal Participation Agreement with Buy Board National Purchasing Cooperative

P.O. Box 400, Austin, Texas 78767
800.695.2919 • buyboard.com

NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between the National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, ("COOPERATIVE AND ASSOCIATES") DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

a) Neither party waives any immunity from liability afforded under law;

b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and

d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Dan Troxell, Ph.D.
Assistant Secretary

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

_____
(Government Entity Name)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

_____
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

_____
Name

_____
Title

_____
Mailing Address

_____
City

_____
State Zip Code

_____
Telephone

_____
Fax

_____
Email

Bellevue Union School District

Agenda Item for Board Meeting of November 14, 2023

Agenda Category: Review and Action

Agenda Item Title: Approval of Board Policy 5117 - Interdistrict Attendance Permit

Prepared By: Michael Kellison, Superintendent

Background:

The Governing Board recognizes that reducing chronic absenteeism rates is a district priority. Studies repeatedly show that children with strong attendance records perform better at school and feel more connected to their school communities. As part of the District's commitment to improving attendance rates to ensure the learning and achievement of children on the margins of the educational system, the District has taken actions to support students with high rates of absenteeism and identify barriers to student truancy.

Distance and transportation are often challenges for students living outside of the district. As part of this year's attendance campaign the BUSD Leadership Team reviewed the agreement parents and students sign as part of their interdistrict request, adding explicit language regarding attendance and behavior as triggers for interdistrict permit review.

Board Policy 5117 - Interdistrict Attendance Permit was also reviewed and updated to reflect the language in the revised parent/student agreement with clarifying language added around denying and revoking of interdistricts.

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 5117 - Interdistrict Attendance Permit

Supporting Documents:

Board Policy 5117 - Interdistrict Attendance Permit

Bellevue Union School District
Board Policy
AR 5117
Students

Interdistrict Attendance Permit

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student of either district to enroll in the other district may be issued upon approval of both districts.

The district shall post on its web site the procedures and timelines for requesting an interdistrict transfer permit, including a link to BP 5117 - Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)

1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year

2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence

3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision

4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request

5. Applicable timelines for processing a request, including the following statements:

    a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received.

    b. For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought.

6. The conditions under which an existing interdistrict transfer permit may be revoked or rescinded:
    a. Student violates Attendance Agreement: Excessive absence (truancy, tardies, or other absence that could be improved if the child attended a school closer to home)

b. Student violates Behavior Agreement: Continual disruption of the educational program and/or not meeting accepted standards of behavior per the Student Conduct Manual
c. Student becomes eligible for a program that is at capacity or impacted

Priority for interdistrict attendance shall be given to a student who has been determined, through an investigation by either the district of residence or district of proposed enrollment, to be a victim of an act of bullying, as defined in Education Code 48900(r), committed by a student of the district of residence. (Education Code 46600)

Until the district is at maximum capacity, the district shall accept any student whose interdistrict transfer application is based on being the victim of an act of bullying or a child of an active duty military parent/guardian. The district shall ensure that such students are admitted through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a student should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Education Code 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status. (Education Code 46600)

Unless approval is otherwise required by applicable law, all requests for Interdistrict Attendance Permits for any student in Transitional Kindergarten/Kindergarten, or grades 1-6, inclusive, residing within the District's attendance boundaries to attend a non-resident district school will be denied except as provided herein.

However, the Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. When a student has a natural relative (sibling, aunt, uncle, cousin, or grandparent) living within the attendance area of the school of desired attendance that provides child-care for the student. Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries.

2. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel

3. When the student has a sibling attending the same school in the receiving district on an approved interdistrict transfer agreement, to avoid splitting the family's attendance.

4. To allow the student to complete a school year when the student's parents/guardians have moved out of the district during that year

5. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school

6. To allow a high school senior to attend the same school attended as a junior, even if the student's family moved out of the district during the junior year

7. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the school year in the district

8. When the student will be living out of the district for one year or less

9. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence

The Superintendent or designee shall retain the authority to recommend to the District Governing Board that certain requests be approved on a case-by-case basis for extenuating circumstances.

Notwithstanding the above, unless required by law, the District will not approve requests for transfers out of the District that meet or exceed 3 percent (3%) of the District's current year estimated average daily attendance.

An interdistrict attendance permit may be granted for a period of one to five years, and shall not exceed a term of five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked, and any standards for reapplication. (Education Code 46600)

As applicable, the Superintendent or designee may deny an incoming transfer application under any of the following circumstances:

1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:

    a. The class or grade level exceeding the district's limits pursuant to the state Class Size Reduction Program

    b. The site, classroom, or program exceeding the maximum student-teacher ratio specified in the district's collective bargaining agreement

    c. The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document

2. Upon a determination that approval of the transfer application would have an adverse financial impact on the district, including:

    a. The hiring of additional certificated or classified staff

Poor attendance, including truancy, chronic tardiness, or other absences from school, may lead to revocation of the interdistrict attendance permit at any time.

Interdistrict Attendance Permits will be reviewed throughout the year based on the following criteria:

1. Behavior - 3 Office Referrals or 1 Suspension
2. Attendance - 3 unexcused absences/10 excused absences
3. Tardies - 10 tardies

Once a student in Transitional Kindergarten/Kindergarten or any of grades 1-6, inclusive, is enrolled in an enrolling district school, he/she shall not be required to reapply for an interdistrict transfer and the governing board of the enrolling district shall allow the student to continue to attend the school in which he/she is enrolled, unless differing reapplication standards agreed to by the district of residence and district of attendance are otherwise specified in the permit. The agreement may stipulate terms and conditions under which the permit may be revoked. (Education Code 46600)

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny continued attendance because of overcrowded facilities at the relevant grade level.

If the transfer request is for a school year that begins within 15 calendar days of the receipt of the request, the Superintendent or designee shall notify the parent/guardian of the final decision within 30 calendar days of receiving the request. If the transfer request is for a school year that begins more than 15 calendar days after the receipt of the request, the parent/guardian shall be notified of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during that school year. (Education Code 46600.2)

If a student's interdistrict transfer request is denied, the Superintendent or designee shall, in writing, notify the parents/guardians of their right to appeal to the County Board of Education within 30 calendar days from the date of the final denial. (Education Code 46600.2)

All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)

Pending a decision by the two districts or by the County Board on appeal, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months, provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally admitted. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Once a student is admitted to a school on the basis of an interdistrict attendance permit, the student shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school of enrollment, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded after June 30 following a student's completion of grade 10 or for any student entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

Reasons for Denial of Interdistrict Attendance Permits
With respect to incoming transfers, the district shall not accept student transfers if they have been suspended or expelled for the following offenses during the current or preceding school year:

1. Causing serious physical injury to another person
2. Possession, use, or sale of a firearm, knife, explosive or other dangerous object
3. Possessed, used, sold, furnished or been under the influence of a controlled substance
4. Unlawfully offered, arranged, or negotiated to sell a controlled substance
5. Committed or attempted to cause damage to school property or private property
6. Stolen or attempted to steal school property or private property
7. Committed an obscene act or engaged in habitual profanity or vulgarity
8. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia
9. Knowingly received stolen school property or private property
10. Committed or attempted to commit a sexual assault
11. Engaged in an act of bullying, including but not limited to bullying committed by means of an electronic act
12. Assault or battery upon any school employee

Bellevue Union School District

Agenda Item for Board Meeting of November 14, 2023

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of Resolution No 10: Resolution of the Board of Trustees of the Bellevue Union School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020, Series C, in the Aggregate Principal Amount of Not to Exceed $10,525,000, and Approving Related Documents and Actions Including Forms of Preliminary Official Statement and Bond Purchase Agreement.

Prepared By: Chris J. Kim, CBO

Background:

The District has facilities project needs and asked voters to approve Measure C at the March 3, 2020 Election. District voters subsequently approved Measure C with greater than the requisite 55% of votes cast. To date, Series A was issued on May 20, 2020 in the amount of $9,000,000, and Series B was issued on November 18, 2021 in the amount of $8,475,000, leaving $10,525,000 in authorized but unissued bonds. This Resolution authorizes the issuance of the remaining $10,525,000. The Resolution authorizes the bonds to be issued traditional tax-exempt bonds bearing current interest (no capital appreciation bonds) pursuant to the provisions of the California Government Code, with maturities and interest rates within all applicable legal limitations. The bonds are expected to be underwritten in full by the investment banking firm of Raymond James. Appendix A of the Resolution summarizes certain current expectations about the financing, in accordance with SB 450. The Resolution authorizes staff to work with the financing team to complete all related documentation (Preliminary Official Statement which is the investor disclosure document and Bond Purchase Agreement which documents the terms of the underwriting) to accomplish the financing. Attachments: draft Bond Purchase Agreement; draft Preliminary Official Statement.

Cost:

None to the general fund. Voter-approved bonds are repaid by the levy and collection of annual ad-valorem taxes while the bonds are outstanding. Costs of the bond issuance are payable from bond proceeds.

Recommended Action:

Adopt Resolution Authorizing Issuance of Bonds as presented.

Supporting Documents:

Resolution 10, Bond Purchase Agreement, and Preliminary Official Statement.

RESOLUTION NO. 10

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BELLEVUE UNION SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2020, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $10,525,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS INCLUDING FORMS OF PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT

WHEREAS, an election was duly and regularly held in the Bellevue Union School District (the "District") on March 3, 2020, in accordance with Article XIIIA Section 1 paragraph (b) subsection (3) of the California Constitution, for the purpose of submitting Measure C (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of $28,000,000 (the "Bonds"), and the requisite fifty-five percent of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of the Bond Measure is:

> *"To improve the quality of local schools without increasing estimated tax rates; replace deteriorating plumbing systems; improve student access to computers and modern technology; and modernize/renovate classrooms, restrooms and school facilities; shall Bellevue Union School District's measure be adopted authorizing $28,000,000 in bonds at legal interest rates, generating approximately $1,800,000 annually while bonds are outstanding with levies of approximately 3 cents per $100 assessed value, with annual audits, citizens' oversight and no money for salaries?"*

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, on May 20, 2020, the District caused the issuance of a first series of the Bonds designated "General Obligation Bonds, Election of 2020, Series A (Bank Qualified)" in the aggregate principal amount of $9,000,000 (the "Series A Bonds"), leaving $19,000,000 of authorized but unissued Bonds; and

WHEREAS, on November 18, 2021, the District caused the issuance of a second series of the Bonds designated "General Obligation Bonds, Election of 2020, Series B (Bank Qualified)" in the aggregate principal amount of $8,475,000 (the "Series B Bonds"); and

WHEREAS, there is $10,525,000 principal amount of authorized but unissued Bonds; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a third and final series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed $10,525,000 to be designated "Bellevue Union School District (Sonoma County, California) General Obligation Bonds, Election of 2020, Series C" (the

"Series C Bonds") as provided in this Resolution for the purpose of providing financing for projects authorized under the Bond Measure;

WHEREAS, as required by Education Code Section 15268, the Series C Bonds shall be issued only in a principal amount that does not cause the District to exceed applicable bonding capacity limitations (which may take into account a waiver granted by the State Board of Education in November, 2023) and with tax rate projections that meet applicable legal requirements; and

WHEREAS, further, as required by California Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Series C Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has approved a Debt Issuance and Management Policy (BP 3470) which complies with California Government Code Section 8855, and the delivery of the Series C Bonds will be in compliance with said policy;

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

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions*. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series C Bonds.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Measure" means Measure C submitted to and approved by the requisite 55% of the voters pursuant to the provisions of the California Constitution and the

California Education Code on March 3, 2020, under which the issuance of the Series C Bonds has been authorized.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series C Bonds and pay the purchase price therefor.

"Building Fund" means the fund established and held by the County Treasurer under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series C Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series C Bonds.

"County" means County of Sonoma, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Sonoma County Auditor-Controller/Treasurer-Tax Collector, or any authorized deputy or designee thereof.

"Debt Service Fund" means the account established and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Bellevue Union School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Vice President of the Board, the Superintendent, the District's chief business official including an interim official, or such officer's written designee, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series C Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Federal Securities" means (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any nationally recognized rating agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies (which at the time of acquisition thereof shall be rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Dates" means February 1 and August 1 in each year during the term of such Series C Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

"Municipal Advisor" means Isom Advisors, A Division of Urban Futures, Inc.

"Office" means the office or offices of the Paying Agent for the payment of the Series C Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Series C Bonds, means all Series C Bonds except: (a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series C Bonds in lieu of or in substitution for which other Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series C Bond, means the person in whose name the ownership of such Series C Bond is registered on the Registration Books.

"Paying Agent" means any bank, trust company, national banking association or other financial institution, or the County, appointed as paying agent for the Series C Bonds

in the manner provided in Article VI of this Resolution. The County, if appointed by the District, may serve as the District's paying agent, including through a designated agent.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series C Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in writing signed by a District Representative and delivered to the Paying Agent.

"Series C Bonds" means the not-to-exceed $10,525,000 aggregate principal amount of Bellevue Union School District (Sonoma County, California) General Obligation Bonds, Election of 2020, Series C, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Underwriter" means Raymond James & Associates, Inc., the underwriter of the Series C Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings*. This Resolution is adopted by the Board under the authority of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series C Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, which, for purposes of the bonding capacity limitations, may take into account a waiver granted to the District by the State Board of Education.

ARTICLE II

THE SERIES C BONDS

SECTION 2.01. *Authorization*. The Board hereby authorizes the issuance of the Series C Bonds in the aggregate principal amount not to exceed $10,525,000 under and subject to the terms of Article XIIIA, Section 1 paragraph (b) subsection (3) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition and construction of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Series C Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds shall be designated the "Bellevue Union School District (Sonoma County, California) General Obligation Bonds, Election of 2020, Series C", together with any further designations as may be identified in the Bond Purchase Agreement. Furthermore, the Series C Bonds are expected to be issued on a federally tax-exempt basis; provided, however, if legal considerations require that a maturity or other amount of the Series C Bonds be issued on a federally taxable basis the District Representatives are authorized to make such designations as more particularly descried in Section 9.08.

SECTION 2.02. *Terms of Series C Bonds*.

(a) Terms of Series C Bonds. The Series C Bonds will be issued as bonds which bear current interest, as fully registered bonds, without coupons, in the denomination of $5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series C Bonds maturing in the year of maturity of the Series C Bonds for which the denomination is specified. Series C Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series C Bonds will be dated as of the Closing Date.

Interest on the Series C Bonds is payable semiannually on each Interest Payment Date. Each Series C Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated on or before first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series C Bond is in default at the time of authentication thereof, such

Series C Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series C Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 8 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Series C Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series C Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series C Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series C Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series C Bonds, but such numbers do not constitute a part of the contract evidenced by the Series C Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series C Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series C Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series C Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series C Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series C Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series C Bonds*.

(a) Optional Redemption Dates and Prices. The Series C Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond

Purchase Agreement, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date, or as otherwise provided in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series C Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series C Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of $5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series C Bonds for Redemption. Whenever less than all of the Outstanding Series C Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series C Bond will be deemed to consist of individual bonds of $5,000 principal amount. The Series C Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series C Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series C Bond Owners.

Notice of redemption shall specify: (a) that the Series C Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Series C Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Series C Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Series C Bond to be redeemed, the portion of the principal amount of such Series C Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the (e) below.

Upon surrender of Series C Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the

District, a new Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series C Bonds so called for redemption have been duly provided, the Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Series C Bonds*. The Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series C Bonds*. The Series C Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series C Bonds*. Subject to Section 2.10, any Series C Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series C Bond issued upon any transfer.

Whenever any Series C Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series C Bond

or Bonds, for like aggregate principal amount. No transfers of Series C Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series C Bonds*. Series C Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series C Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series C Bond issued upon any exchange (except in the cases of any exchange of temporary Series C Bonds for definitive Series C Bonds). No exchange of Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books*. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series C Bonds as herein before provided.

SECTION 2.09. *Book-Entry System*. Except as provided below, DTC shall be the Owner of all of the Series C Bonds, and the Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and

exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any Depository System Participant having Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series C Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System*. Registered ownership of the Series C Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series C Bonds; Approval of Sale Documents*.

(a) Negotiated Sale of Series C Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series C Bonds to Raymond James & Associates, Inc., as Underwriter. The Series C Bonds shall be sold pursuant to the Bond Purchase Agreement, in substantially the form on file with the Secretary or Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the limitations contained herein are reflected in the Bond Purchase Agreement, including:

(i) the Series C Bonds shall bear a rate of interest of not to exceed the legal limit of 8.0% per annum and the final maturity shall not exceed the limits contained in the Bond Law;

(ii) the Series C Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and

(iii) the Underwriter's discount shall not exceed 0.675% of the principal amount of the Series C Bonds and such fee (and the fee for a bond insurance premium) may be paid from premium on the Series C Bonds and provided for in the Bond Purchase Agreement.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series C Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series C Bonds to be expedited if beneficial to the District and (c) a negotiated sale provides time for the designated Underwriter to educate potential investors about the District and the repayment source of the Series C Bonds.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series C Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Bond Insurance. If the District is advised by its Municipal Advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Series C Bonds, a District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(d) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, applying for a municipal bond insurance policy and executing all items related to obtaining such policy, if in the best economic interests of the District, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series C Bonds*. The proceeds of the Series C Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

(a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series C Bonds will be transferred to the County Office of Education and deposited in the Debt Service Fund established pursuant to Section 4.02.

(b) All remaining proceeds received by the County Treasurer from the sale of the Series C Bonds will be transferred to the County Office of Education for deposit in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series C Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(h) of the Education Code in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Board hereby expressly authorizes that the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such and related custodial agreement.

SECTION 3.03. *Building Fund*. The County Treasurer shall create and maintain a fund designated as the "Bellevue Union School District, Election of 2020, Series C Building Fund," into which the proceeds from the sale of the Series C Bonds shall be deposited, to the extent required under Section 3.02(b). The County shall maintain separate accounting for the proceeds of the Series C Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series C Bonds shall be expended by the District solely for the financing of projects for which the Series C Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of

Issuance). All interest and other gain arising from the investment of proceeds of the Series C Bonds shall be retained in the Building Fund and used for the purposes thereof. At the request of the District in writing signed by a District Representative and filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series C Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series C Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs*. The firm of Jones Hall, A Professional Law Corporation, has been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., has been engaged to act as the District's Municipal Advisor, in connection with the District's financings, and such engagements are confirmed pursuant to contracts previously approved together with any necessary addenda. The estimated costs of issuance associated with the sale of the Series C Bonds is set forth in Appendix B.

SECTION 3.05. *Findings Regarding Useful Life*. In the event that the Series C Bonds are issued with a maturity which extends beyond thirty years, a District Representative which is familiar with the projects to be financed with the proceeds of the Series C Bonds is authorized to make the required findings with respect to the useful life of the projects and the Series C Bonds.

ARTICLE IV

SECURITY FOR THE SERIES C BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series C Bonds*. The Series C Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series C Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, including the principal of any Series C Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series C Bonds. The principal of and interest on Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series C Bonds. In no event are the principal of and interest on Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Series C Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Series C Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund*. The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Bellevue Union School District General Obligation Bonds, Election of 2020, Series C Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County, the Office of Education and the District. All taxes levied by the County, at the request of the District, for the District's payment of the principal of and interest on the Series C Bonds shall be deposited in the Debt Service Fund promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund*. The County Treasurer shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and

interest on the Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series C Bonds. DTC will thereupon make payments of principal and interest on the Series C Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series C Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Series C Bonds under Section 6.01. Any moneys remaining in the Debt Service Fund after the Series C Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the District's payment of the Series C Bonds and amounts on deposit in the Debt Service Fund to the District's payment of the principal or redemption price of and interest on the Series C Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series C Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the District's payment of the Series C Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series C Bonds to provide security for the Series C Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series C Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments*. All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series C Bonds.

The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series C Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract

to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment*. The Board requests and directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in conformity with the terms of the Series C Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements*. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series C Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series C Bond Owners*. The District will preserve and protect the security of the Series C Bonds and the rights of the Series C Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants*. These covenants apply to the maturities of the Series C Bonds issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the

Series C Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series C Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series C Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting*. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series C Bonds.

SECTION 5.07. *Further Assurances*. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance

of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent*. The County Treasurer-Tax Collector, through its agent, The Bank of New York Mellon Trust Company, N.A., or any successor thereto, is hereby appointed to act as the initial Paying Agent for the Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The County Treasurer may also be appointed to serve as Paying Agent.

The Paying Agent may at any time resign by giving written notice to the District and the Series C Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series C Bonds*. The Paying Agent may become the owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents*. The recitals of facts, covenants and agreements herein and in the Series C Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent*. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification*. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES C BOND OWNERS

SECTION 7.01. *Remedies of Series C Bond Owners*. Any Series C Bond Owner has the right, for the equal benefit and protection of all Series C Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series C Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive*. No remedy herein conferred upon the Owners of Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series C Bond Owners.

SECTION 7.03. *Non-Waiver*. Nothing in this Article VII or in any other provision of this Resolution or in the Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series C Bonds to the respective Owners of the Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series C Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series C Bond Owners, the District and the Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners*. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series C Bonds, for any one or more of the following purposes:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series C Bond Owners in the opinion of Bond Counsel filed with the District; or

(d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners*. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series C Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series C Bonds the consent of the

Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series C Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties*. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series C Bonds.

SECTION 9.02. *Defeasance of Series C Bonds*.

(a) Discharge of Resolution. Any or all of the Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series C Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) with the Paying Agent or other escrow agent to pay or redeem such Series C Bonds; or

(iii) by delivering such Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series C Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other agent money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent or other escrow agent in trust for the payment of the principal or redemption price of, or interest on, any

Series C Bonds and remaining unclaimed for two years after the principal of all of the Series C Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series C Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series C Bond Owners*. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series C Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability*. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of

an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series C Bonds*. Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

SECTION 9.07. *Partial Invalidity*. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series C Bond Owners.

SECTION 9.08. *Federally Taxable Maturity or Series*. If legal considerations require that a portion of the Series C Bonds be issued as a separate series on a federally taxable basis, the District Representatives are authorized to make such designations. Such considerations may include addressing conditions, if any, in the bond market that could result in capitalized interest on the Series C Bonds exceeding thirty-six months, in which case a portion of the principal amount authorized hereunder may be issued as a separate series of bonds or bond maturity, on a federally taxable basis, in accordance with the parameters described herein. In addition if there is a change in law permitting bonds to be issued as taxable tax credit bonds such as Build America Bonds or similar instruments, this resolution provides authority for such issuance and the District Representatives are authorized to make appropriate designations.

SECTION 9.09. *Validation*. The Series C Bonds, contracts, agreements, closing certifications and projections and all other actions taken and documents authorized and executed in connection with the Series C Bonds and the bond elections shall benefit from the procedures, protections and limitations set forth in California Government Code 53510 and Code of Civil Procedure 860 and following.

SECTION 9.10. *Effective Date of Resolution*. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * *

PASSED AND ADOPTED on November 14, 2023, by the following vote:

[Identify votes or other disposition by trustee last name]

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
President of the Board of Trustees
Bellevue Union School District,
Sonoma County, California

By: _____
Secretary of the Board of Trustees
Bellevue Union School District,
Sonoma County, California

APPENDIX A

FORM OF BOND

REGISTERED BOND NO. _____ *****$_____*****

BELLEVUE UNION SCHOOL DISTRICT

(Sonoma County, California)

GENERAL OBLIGATION BOND

ELECTION OF 2020, SERIES C

INTEREST RATE PER ANNUM:	MATURITY DATE:	DATED DATE:	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: ***_____DOLLARS***

The Bellevue Union School District (the "District"), located in the County of Sonoma (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing February 1, 2024 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2024, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. Interest hereon (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Bellevue Union School District (Sonoma County, California) General Obligation Bonds, Election of 2020, Series C" (the "Bonds"), in an aggregate principal amount of $10,525,000, all of like tenor and date (except for such variation, if any, as may be required

to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on November 14, 2023 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite fifty-five percent vote of the electors of the District cast at a special bond election held on March 3, 2020, upon the question of issuing bonds in the amount of $28,000,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 principal amount or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__ or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, the Bonds will be deemed to consist of $5,000 portions (principal amount), and any such portion may be separately redeemed.

The Bonds maturing on August 1, 20__ and August 1, 20__ (collectively, the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each years in accordance with the respective schedule set forth below for such Term Bonds. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, together with interest to said sinking fund redemption dates, without premium. If any Term Bonds are redeemed under the foregoing optional redemption provisions, the total amount of all future sinking payments with respect to such Term Bonds will be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of $5,000.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the registration books maintained by the Paying Agent. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories (as defined in the Resolution) at least two days prior to such mailing to the owners of the Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

This Bond shall not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Bellevue Union School District has caused this Bond to be executed by the manual or facsimile signature of the President of the Board of Trustees and attested by the manual or facsimile signature of the Secretary of the Board of Trustees, all as of the date stated above.

BELLEVUE UNION SCHOOL DISTRICT

By: _____
President
Board of Trustees

Attest:

By: _____
Secretary of the Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Paying Agent*

By: _____
Authorized Signatory

STATEMENT OF INSURANCE

[if any]

* * * * * * *

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 5852.1

1. TIC: True Interest Cost of the Bonds (Estimated): 5.59% (All-In)

2. COI: Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance plus estimated underwriter's compensation) (Estimated): $231,044. The total amount including payment of a premium for Bond Insurance (if a policy is obtained for interest cost savings) is $297,088.

3. Building Fund Deposit: Proceeds of the Bonds expected to be received by District for deposit to Building Fund, net of proceeds for Costs of Issuance in (2) above to be paid from the principal amount of the Bonds, and capitalized interest (if any) and reserves (if any) (Estimated): $10,365.000

4. Repayment Amount: Total Payment Amount for the Bonds, being the sum of (a) debt service to be paid on the Bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Bonds (Estimated): $26,417,761 (2.51:1.00)

**Information based on estimates made in good faith by the District's Municipal Advisor. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the bonds.*

$_____
BELLEVUE UNION SCHOOL DISTRICT
(Sonoma County, California)
General Obligation Bonds
Election of 2020, Series C

BOND PURCHASE AGREEMENT

_____, 2023

Board of Trustees
Bellevue Union School District
3150 Education Drive
Santa Rosa, California 95407

Ladies and Gentlemen:

Raymond James & Associates, Inc., as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Bellevue Union School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the above-captioned bonds (the "Bonds"). The Underwriter shall purchase the Bonds at a price of $_____ (representing the aggregate principal amount of the Bonds of $_____, plus net original issue premium of $_____, less Underwriter's discount of $_____, less premium for the Bond Insurance Policy (defined herein) of $_____, which shall be wired directly to the Bond Insurer (defined herein) on the Closing Date (defined herein)).

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors; (ii) the purchase and sale of the Bonds pursuant to this Purchase Agreement is.in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (iii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent or fiduciary of the District or as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), of the District or its advisors in connection with the matters contemplated by this Purchase Agreement, (iv) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (v) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (vi) the District has consulted its own legal,

accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds**. The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on November 14, 2023 (the "Bond Resolution") and applicable provisions of the California Government Code defined more particularly as the "Bond Law" in the Bond Resolution (the "Bond Law"), all for the purpose of financing educational projects as more particularly described in the Bond Resolution and the Preliminary Official Statement dated _____, 2023 with respect to the Bonds (the "Preliminary Official Statement").

The Bonds shall be dated as of the Closing Date (defined below). The applicable interest rates, maturity dates and redemption terms, are all set forth more particularly on Appendix A hereto, which is incorporated herein by this reference. The Bonds will be insured by a municipal bond insurance policy (the "Bond Insurance Policy") issued by _____ (the "Bond Insurer").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

The Bonds are secured by the levy and collection of voter approved *ad valorem* taxes on all taxable property within the District, unlimited as to rate or amount.

3. **Redemption**. The Bonds shall be subject to redemption as provided in the Bond Resolution and as set forth on Appendix A herein.

4. **Use of Documents**. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement and an Official Statement (as defined in Section 10), the Bond Resolution, the Continuing Disclosure Certificate (as defined in Section 8(i)), and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds**. The Underwriter agrees to make a bona fide public offering of the Bonds initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Bonds in accordance with the requirements of Section 11. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. **Review of Official Statement**. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds. The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official

Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form. References herein to the Preliminary Official Statement and the final Official Statement include the cover page, the inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

7. **Closing**. At 9:00 a.m., California Time, on December ___, 2023 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District**. The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is, and will be on the Closing Date, a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate, the Bond Resolution and the Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement and the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes on the Bonds, or the exemption from any applicable State tax of the interest on the Bonds.

(e) No Conflicts; No Default. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property or assets are otherwise subject, in any material respect, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing; and the execution and delivery of the Bonds, this Purchase Agreement and the Continuing Disclosure Certificate and the adoption of the Bond Resolution and compliance with the provisions on the District's part contained herein and therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Resolution.

(f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices

or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement or the Bond Resolution to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of interest paid on the Bonds from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District or any person or entity on behalf of the District, will not have issued or cause to be issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.

(j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as

to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.

(n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Sonoma County (the "County") or otherwise necessary in order to arrange for the levy and collection of *ad valorem* taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Auditor-Controller/Treasurer-Tax Collector for the County, which is the county with jurisdiction over the District, a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with California Education Code Sections 15250 et seq., California Government Code Section 53559 and policies and procedures of the County.

9. **Underwriter Representations, Warranties and Agreements**. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;

(b) All reports required to be submitted to the MSRB pursuant to Rule G-37 with respect to the transaction contemplated hereby have been or will be submitted to the MSRB; and

(c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's municipal advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District**. The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in a final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to said Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of

an amendment of or supplement to said Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement said Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to said Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

(d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Official Statement; and

(e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable SEC Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. **Establishment of Issue Price**.

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) 10% Test. Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at

that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) Hold-The-Offering-Price Rule. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) Selling Group or Third-Party Distribution Agreements. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon

request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The District acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an

underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

12. **Conditions to Closing**. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the

best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering price, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:

(i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received by the owners of the Bonds, or

(ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(2) legislation enacted by the State legislature or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency, or war or (2) any other national or international emergency or calamity or crisis affecting the financial markets of the United States or elsewhere or the escalation of such emergency, calamity or crisis;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any

national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having jurisdiction or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

(8) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency;

(9) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(10) any fact or event shall exist or have existed that, in the Underwriter’s judgment, requires or has required an amendment of or supplement to the Official Statement;

(11) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(12) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(13) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;

(14) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(15) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(16) other disruptive events, occurrences or conditions in the securities or debt markets.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Bond Opinion and Reliance Letters An approving opinion of Bond Counsel, as to the validity of the Bonds and, the tax-exempt status of the Bonds, dated the Closing Date, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and one or more reliance letters from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;

(2) Supplemental Opinions. Supplemental opinion or opinions of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statements on the cover page thereof and under the captions “INTRODUCTION,” “THE BONDS”, “SECURITY FOR THE BONDS”, “TAX MATTERS” and “CONTINUING DISCLOSURE” to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data

or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system or the Bond Insurer and the Bond Insurance Policy included therein;

(ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement, and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and as of the date hereof, and the final Official Statement as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system contained in the Preliminary Official Statement or the final Official Statement or with respect to the Bond Insurer or the Bond Insurance Policy);

(4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Continuing Disclosure Certificate and the approval of the Official Statement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing Date, (iii) the District has complied with all the terms of the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement to be

complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should have been disclosed in order to make statements in the Official Statement in light of the circumstances under which they were made not misleading, (vii) no further consent is required for inclusion of the audit in the Official Statement, and (viii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to their knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Bond Resolution.

(5) Arbitrage. A non-arbitrage certificate of the District with respect to the Bonds, as appropriate, in form satisfactory to Bond Counsel;

(6) Bond Resolution. A certificate, together with a fully executed copy of the Bond Resolution to the effect that:

(i) such copy is true and correct; and

(ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date;

(7) Official Statement. A certificate of the appropriate official of the District evidencing such official's determinations respecting the Preliminary Official Statement in accordance with the Rule;

(8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;

(9) Paying Agent Certificate. A written certificate of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the Closing Date, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution, together with a paying agent agreement entered into between the District and the Paying Agent;

(10) Tax Rate and Bonding Capacity Certifications. A certificate or certificates signed by a District official setting forth a projection evidencing that tax rates for bonds issued pursuant to the bond measure, taking into account the issuance of the Bonds described herein, are projected not to exceed the legal maximum of $30 per $100,000 of assessed value during the term of the Bonds, and confirming that the District is in compliance with applicable bonding capacity limitations which may include the limit identified in a waiver granted to the District by the State Board of Education;

(11) Underwriter's Counsel Opinion. An opinion of counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(12) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the Official Statement (insured and underlying), and that such ratings have not been withdrawn or downgraded;

(13) Municipal Bond Insurance Policy. The Bond Insurance Policy issued by the Bond Insurer with respect to the Bonds, together with:

(i) a certificate of the Bond Insurer dated the date of Closing, in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Bond Insurance Policy, and

(ii) an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter; and

(14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone, email or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations

of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District**. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinions and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses**. The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from bond proceeds in the amount of $_____, which shall be deposited by the Underwriter directly with a costs of issuance custodian identified by the District, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Bonds and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, financial advisors, rating agencies, paying agents, or other experts or consultants retained by the District, including Bond Counsel and Disclosure Counsel and counsel to the Underwriter, and (c) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter. In the event that the District's expenses incident to the issuance of the Bonds exceed proceeds available for such purpose, the District shall pay such amounts from any other lawfully available source.

The Underwriter shall pay, and the District shall be under no obligation to pay, all expenses incurred by it in connection with the public offering and distribution of the Bonds (other than the reimbursements provided for in the preceding paragraph), including but not limited to California Debt Advisory and Investment Commission fees.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

15. **Notices**. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Raymond James & Associates, Inc.
209 Avenida Del Mar, Suite 207, San Clemente, CA 92672
Attention: Randy Merritt, Managing Director

16. **Parties in Interest; Survival of Representations and Warranties**. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period**. For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in

Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Nonassignment**. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

19. **Severability and Entire Agreement**. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

20. **Applicable Law**. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Signatures on the page that follows.

21. **Electronic Signatures; Execution in Counterparts**. The parties hereto agree that the use of their digital or electronic signatures on this Purchase Agreement shall have the same legal force and effect as an original signature. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., *as Underwriter*

By:_____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

BELLEVUE UNION SCHOOL DISTRICT

By: _____
Superintendent

Date of Execution: _____, 2023

Time of Execution: _____ p.m. California time

SIGNATURE PAGE OF BOND PURCHASE AGREEMENT

APPENDIX A

Maturity Schedule

Redemption Provisions

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

$_____
BELLEVUE UNION SCHOOL DISTRICT
(Sonoma County, California)
General Obligation Bonds
Election of 2020, Series C

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. ("RJ"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) ***Issuer*** means Bellevue Union School District.

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RJ's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, RJ is not engaged in the practice of law. Accordingly, RJ makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [Closing Date]

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

By: _____
Managing Director

SCHEDULE A

SALE PRICES OF THE BONDS

[to be completed at Closing]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 29, 2023

NEW ISSUE - FULL BOOK-ENTRY

RATING: S&P: "___"
See "RATING" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds (as defined herein) is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS."

$10,525,000*
BELLEVUE UNION SCHOOL DISTRICT
(Sonoma County, California)
General Obligation Bonds
Election of 2020, Series C

Dated: Date of Delivery **Due: August 1, as shown on inside front cover**

Authority and Purpose. The captioned General Obligation Bonds, Election of 2020, Series C (the "Bonds") are being issued by the Bellevue Union School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on November 14, 2023. The Bonds were authorized at an election of the registered voters of the District held on March 3, 2020, which authorized the issuance of $28,000,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities (the "2020 Authorization"). The Bonds are the third and final series of bonds to be issued under the 2020 Authorization. See "THE BONDS – Authority for Issuance" and "THE FINANCING PLAN" herein.

Security. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Sonoma County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding that are similarly secured by *ad valorem* tax levies. See "SECURITY FOR THE BONDS."

Payments. The Bonds are dated the date of delivery. The Bonds accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity or earlier redemption, commencing February 1, 2024. Payments of principal of and interest on the Bonds will be paid by the County of Sonoma, though its agent, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Paying Agent, to The Depository Trust Company ("DTC") for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption*. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "-Mandatory Sinking Fund Redemption."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of DTC. Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds, and will decide prior to the sale of the Bonds whether to purchase such insurance.

MATURITY SCHEDULE
(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Norton Rose Fulbright US LLP, Los Angeles, California is serving as counsel to the Underwriter. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about December 20, 2023.*

RAYMOND JAMES®

The date of this Official Statement is _____, 2023.

**Preliminary, subject to change.*

MATURITY SCHEDULE*

BELLEVUE UNION SCHOOL DISTRICT
(Sonoma County, California)
General Obligation Bonds
Election of 2020, Series C

Base CUSIP†: 079113

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP(†)

**Preliminary; subject to change.*

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services ("CGS"), managed on behalf of the American Bankers Association by FactSet Research Systems Inc. © 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience only. Neither of the District nor the Underwriter takes any responsibility for the accuracy of such numbers.

BELLEVUE UNION SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA

BOARD OF TRUSTEES

Lisa Reyes, *President*
Adele Walker, Vice *President*
Jamie Padilla, *Trustee*
Nikigiovonie Rogers, *Trustee*
Irene Rosario, *Trustee*

DISTRICT ADMINISTRATION

Michael Kellison, *Superintendent*
Chris Kim, Ed.D., *Chief Business Officer*

PROFESSIONAL SERVICES

MUNICIPAL ADVISOR

Isom Advisors, A Division of Urban Futures, Inc.
Walnut Creek, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

County of Sonoma, though its agent,
The Bank of New York Mellon Trust Company, N.A.,
Dallas, Texas

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

***Estimates and Forecasts*.** When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallot or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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OFFICIAL STATEMENT

$10,525,000*
BELLEVUE UNION SCHOOL DISTRICT
(Sonoma County, California)
General Obligation Bonds
Election of 2020, Series C

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the captioned General Obligation Bonds, Election of 2020, Series C (the **"Bonds"**) by the Bellevue Union School District (the "**District**") of Sonoma County (the **"County"**), State of California (the **"State"**).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District was established in 1919 and provides education services to the southwest portion of the City of Santa Rosa and certain unincorporated areas in the County. The District covers an area of approximately 22 square miles, and operates 4 elementary schools (grades TK-6), and one early learning center (Pre-School ages 3-5). Enrollment is budgeted for approximately for 1,586 students in fiscal year 2023-24 and draws from a diverse range of socioeconomic backgrounds. The District's total assessed value in fiscal year 2023-24 is $4,080,687,495. See also Appendix C hereto for demographic and other statistical information regarding the City of Santa Rosa and the County.

Purpose. The net proceeds of the Bonds will be used to finance school construction and improvements authorized pursuant to a bond measure approved by the voters of the District (the **"2020 Authorization"**) at an election held in the District on March 3, 2020. The Bonds are the third and final series of bonds issued pursuant to the 2020 Authorization. See "THE FINANCING PLAN" herein.

Authority for Issuance of the Bonds. The Bonds will be issued pursuant to the 2020 Authorization, certain provisions of the Government Code of the State, commencing with Section 53506 thereof (the **"Bond Law"**), and a resolution adopted by the Board of Trustees of the District on November 14, 2023 (the "**Bond Resolution**"). See "THE BONDS - Authority for Issuance" herein.

Payment and Registration of the Bonds. The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be dated their date of original issuance and delivery (the "**Dated Date**") and will be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple of $5,000, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described below. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See "THE BONDS" and "APPENDIX F – Book-Entry Only System."

Redemption*. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "– Mandatory Sinking Fund Redemption."

Security and Sources of Payment for the Bonds. The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See "SECURITY FOR THE BONDS."

The District has other series of general obligation bonds outstanding that are payable from *ad valorem* taxes levied on taxable property in the District. See "DEBT SERVICE SCHEDULES" and "DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations- General Obligation Bonds" in Appendix A.

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds and, if a commitment is issued to insure the Bonds, will determine prior to the sale of the Bonds whether to obtain such insurance. See "BOND INSURANCE."

Legal Matters. Issuance of the Bonds is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as bond counsel (**"Bond Counsel"**), to be delivered in substantially the form attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, will also serve as Disclosure Counsel to the District (**"Disclosure Counsel"**). Norton Rose Fulbright US LLP, Los Angeles, California, is serving as counsel to the Underwriter (**"Underwriter's Counsel"**). Payment of the fees of Bond Counsel, Disclosure Counsel and Underwriter's Counsel is contingent upon issuance of the Series C Bonds. See "APPENDIX D – Form of Opinion of Bond Counsel."

Tax Matters. In the opinion of Bond Counsel, interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" and Appendix D hereto for the form of Bond Counsel's opinion to be delivered concurrently with the Bonds.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed in connection with the Series C Bonds. The form of the Continuing Disclosure Certificate is included in Appendix E hereto. See "CONTINUING DISCLOSURE" herein.

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change.

Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Superintendent's Office at Bellevue Union School District, 3150 Education Drive, Santa Rosa, California 95407. The District may impose a charge for copying, mailing and handling.

**Preliminary; subject to change.*

The District also maintains a website where public information is regularly made available. www.busd.org. The information contained in the District web site and on any other social media websites relating to the District is not incorporated herein by reference.

END OF INTRODUCTION

THE FINANCING PLAN

The proceeds of the Bonds will be used to finance projects approved by the voters pursuant to the 2020 Authorization, including related costs of issuance. The abbreviated form of the ballot measure (limited to 75 words or less) is as follows:

> *"To improve the quality of local schools without increasing estimated tax rates; replace deteriorating plumbing systems; improve student access to computers and modern technology; and modernize/renovate classrooms, restrooms and school facilities; shall Bellevue Union School District's measure be adopted authorizing $28,000,000 in bonds at legal interest rates, generating approximately $1,800,000 annually while bonds are outstanding with levies of approximately 3 cents per $100 assessed value, with annual audits, citizens' oversight and no money for salaries?"*

In addition to the abbreviated statement of the ballot measure, as part of the sample ballot materials, in accordance with the requirements of California law, District voters were presented with the full text of ballot measure, which, among other items, included a project list, identifying to District voters the specific projects eligible for funding from proceeds of bonds approved at the Bond Election.

The Bonds will be the third and final series of bonds issued pursuant to the 2020 Authorization. See "DEBT SERVICE SCHEDULES" herein for the debt service due with respect to the Bonds and other general obligation bonds of the District.

Issuance of the Series C Bonds will be in compliance with a waiver of bonding capacity granted to the District on September 8, 2023 by the State Board of Education.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds	
Principal Amount of Bonds	
Net Original Issue Premium	
Total Sources	
Uses of Funds	
Deposit to Building Fund	
Deposit to Debt Service Fund	
Costs of Issuance[(1)]	
Total Uses	

(1) Estimated costs of issuance include, but are not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Municipal Advisor, Paying Agent, bond insurance premium (if any) and the rating agency.

THE BONDS

Authority for Issuance

The Bonds will be issued under the Bond Law and the Bond Resolution.

Description of the Bonds

The Bonds are being issued as bonds which bear current interest. The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See "Book-Entry Only System" below and "APPENDIX F – Book-Entry Only System."

The Bonds shall be issued in denominations of $5,000 principal amount each or any integral multiple thereof. Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2024 (each, an **"Interest Payment Date"**). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month preceding the Interest Payment Date (each, a **"Record Date"**), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated on or before January 15, 2024, in which event it will bear interest from the Closing Date identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds.

Paying Agent

The County of Sonoma, through its designated agent, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, will act as the registrar, transfer agent, and paying agent for the Bonds (the **"Paying Agent"**). As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Bonds called for redemption or of any other action covered by such notice.

The Paying Agent, the District, the County and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Optional Redemption*

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, the Bonds will be deemed to consist of $5,000 portions (principal amount), and any such portion may be separately redeemed.

Mandatory Sinking Fund Redemption*

The Bonds maturing on August 1, 20__ and August 1, 20__ (the **"Term Bonds"**), are subject to mandatory sinking fund redemption on August 1 of each years in accordance with the respective schedule set forth below for such Term Bonds. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium. If any Term Bonds are redeemed under the foregoing optional redemption provisions, the total amount of all future sinking payments with respect to such Term Bonds will be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of $5,000.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption

**Preliminary; subject to change.*

Notice of Redemption

The Paying Agent is required to give notice of the redemption of the Bonds, at the expense of the District, to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books. Notice of redemption shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Neither failure to receive or failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Redemption

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

Book-Entry Only System

The Bonds will be registered initially in the name of "Cede & Co.," as nominee of The Depository Trust Company (**"DTC"**), which has been appointed as securities depository for the Bonds, and registered ownership may not be transferred thereafter except as provided in the Bond Resolution. Purchasers will not receive certificates representing their interests in the Bonds. Principal of the Bonds will be paid by the Paying Agent to DTC, which in turn is obligated to remit such principal to its participants for subsequent disbursement to beneficial owners of the Bonds as described herein. See "APPENDIX F – DTC and the Book-Entry System."

Registration, Transfer and Exchange of Bonds

If the book entry system is discontinued, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book entry system is discontinued, the person in whose name a Bond is registered on the bond register maintained by the Paying Agent shall be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Dallas, Texas for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchange of Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after it has been selected for redemption.

Defeasance

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

(a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;

(b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or

(c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity

and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As used in the foregoing defeasance provision, the term **"Federal Securities"** means (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any nationally recognized rating agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies (which at the time of acquisition thereof shall be rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

APPLICATION OF PROCEEDS OF BONDS

Building Fund

The proceeds from the sale of the Bonds, to the extent of the principal amount thereof, will be paid to the County for credit of the fund created and established by the County Office of Education in the Bond Resolution and known as the "Bellevue Union School District, Election of 2020, Series C Building Fund" (the "**Building Fund**"), which will be accounted for as separate and distinct from all other District and County funds. The proceeds will be used solely for the purposes for which the Bonds are being issued and for payment of permissible costs of issuance. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Building Fund will be retained in the Building Fund.

Debt Service Fund

As described herein under the heading "SECURITY FOR THE BONDS - Debt Service Fund," the County Treasurer will establish a debt service fund for the Bonds to be designated the "Bellevue Union School District, General Obligation Bonds, Election of 2020, Series C Debt Service Fund" (the **"Debt Service Fund"**). Accrued interest and premium, if any, received by the County from the sale of the Bonds will be deposited in the Debt Service Fund which, together with the collections of *ad valorem* taxes, will be used only for payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund and used to pay the principal of and interest on the Bonds when due. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, will be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, will be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

Investment of Proceeds of Bonds

Under California law, the District is generally required to pay all monies received from any source into the County Treasury to be held on behalf of the District. All amounts deposited into the Debt Service Fund, as well as proceeds of taxes held therein for payment of the Bonds, shall be invested at the sole discretion of the County Treasurer pursuant to law and the investment policy of the County. All amounts deposited in the Building Fund of the District shall be invested at the sole discretion of the County Treasurer. See Appendix G for the County's current Investment Policy and recent quarterly report. The County neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The District shall maintain or cause to be maintained detailed records with respect to the applicable proceeds.

DEBT SERVICE SCHEDULES

The Bonds. The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions).

BELLEVUE UNION SCHOOL DISTRICT
Series C Bonds Debt Service Schedule

Bond Year Ending	Principal	Interest	Total
08/01/24			
08/01/25			
08/01/26			
08/01/27			
08/01/28			
08/01/29			
08/01/30			
08/01/31			
08/01/32			
08/01/33			
08/01/34			
08/01/35			
08/01/36			
08/01/37			
08/01/38			
08/01/39			
08/01/40			
08/01/41			
08/01/42			
08/01/43			
08/01/44			
08/01/45			
08/01/46			
08/01/47			
08/01/48			
08/01/49			
08/01/50			
08/01/51			
Total			

Combined General Obligation Bond Debt Service Schedule. The following table shows the debt service schedule with respect to all outstanding general obligation bonds of the District, together with debt service due on the Bonds (assuming no optional redemptions).

BELLEVUE UNION SCHOOL DISTRICT
Combined General Obligation Bonds Debt Service Schedule

Bond Year Ending	Election of 1996 Bonds	Election of 2008 Bonds*	Election of 2014 Bonds	Election of 2020 Bonds	Election of 2020, Series C Bonds	Total Debt Service
08/01/24						
08/01/25						
08/01/26						
08/01/27						
08/01/28						
08/01/29						
08/01/30						
08/01/31						
08/01/32						
08/01/33						
08/01/34						
08/01/35						
08/01/36						
08/01/37						
08/01/38						
08/01/39						
08/01/40						
08/01/41						
08/01/42						
08/01/43						
08/01/44						
08/01/45						
08/01/46						
08/01/47						
08/01/48						
08/01/49						
08/01/50						
08/01/51						
Total						

*Includes debt service on 2017 Refunding Bonds. Also, does not net out federal subsidy payments for a portion of interest coming due.

SECURITY FOR THE BONDS

Ad Valorem Taxes

***Bonds Payable from* Ad Valorem *Property Taxes*.** The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). In no event is the District obligated to pay principal of and interest on the Bonds out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing in the Bond Resolution prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Other Debt Payable from* Ad Valorem *Property Taxes. In addition to the Bonds and the District's other outstanding general obligation bonds, there is other debt issued by entities within the jurisdiction of the District, which is payable from *ad valorem* taxes levied on parcels in the District. See "PROPERTY TAXATION – Tax Rates" and "- Direct and Overlapping Debt" below.

Levy, Collection and Pledge of Taxes. The County will levy and collect such *ad valorem* property taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service on the Bonds. Such taxes, when collected, will be deposited into the Debt Service Fund for the Bonds, which is maintained by the County and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property.

Lien on* Ad Valorem *Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter-approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. In addition, the District has granted a consensual lien on said revenues pursuant to the Bond Resolution. Said liens attach automatically and are valid and binding from the time the bonds are executed and delivered. The liens are enforceable against the school district or community college district, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the liens and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, outbreaks of disease, a relocation out of the District or financial

difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, drought or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See "PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value." See also below under the heading "--Disclosure Relating to COVID-19 Pandemic."

Debt Service Fund

The County will establish the Debt Service Fund for the Bonds, which will be established as a separate fund to be maintained distinct from all other funds of the County and interest and premium (if any) on the Bonds will be deposited in the Debt Service Fund promptly upon its receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Bonds as the same becomes due and payable.

Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

Not a County Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal of and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

Disclosure Relating to COVID-19

Coronavirus disease (**"COVID-19"**) is an infectious disease caused by a virus generally causing respiratory illness and other symptoms which can range from mild to fatal. Commencing in approximately March 2020, COVID-19 became a well-known and world-wide pandemic (the **"COVID-19 Pandemic"**), which continued through approximately May 2023 at which time the federal government declared end of the public health emergency. During said period at times restrictions on activities were imposed by governing authorities, world, national and local economies were disrupted, and several vaccines and related boosters were developed and made generally widely available in the United States. In the United States there were several federal relief packages adopted during said period, as well as at the State level, each implemented in an effort to minimize disruptions to operations and address long-term impacts of the COVID-19 Pandemic

The impacts of the COVID-19 Pandemic on all levels of economies may be reflected in some of the data presented herein, and operations of the District may have been impacted during said period. There may be several direct and indirect results of the COVID-19 Pandemic on the District's enrollment, attendance, and finances, and on property values in certain years, and otherwise which the District is unable to predict. However, Bonds described herein are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, levied in the District. The Bonds are not

payable from the general fund of the District. See "SECURITY FOR THE BONDS – *Ad Valorem* Taxes" and Appendix A under "DISTRICT GENERAL INFORMATION - District's Response to COVID-19 Pandemic."

PROPERTY TAXATION

Property Tax Collection Procedures

Generally. In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing state assessed public utilities' property and real property, the taxes on which create a lien on such property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Disclaimer Regarding Property Tax Collection Procedures. The property tax collection procedures described above are subject to amendment based on legislation or executive order which may be enacted by the State legislature or declared by the Governor from time to time. The District cannot predict whether future amendments or orders will occur and what impact, if any, said future amendments or orders could have on the procedures relating to the levy and collection of property taxes, and related interest and penalties.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property," a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The table below shows a recent history of the District's assessed valuation.

BELLEVUE UNION SCHOOL DISTRICT
Assessed Valuation
Fiscal Year 2008-09 through Fiscal Year 2023-24

Fiscal Year	Local Secured	Utility	Unsecured	Total	% Change
2008-09	$2,618,750,942	--	$122,923,503	$2,741,676,453	--%
2009-10	2,451,801,450	--	123,480,701	2,575,282,151	(6.1)
2010-11	2,288,314,393	--	124,163,314	2,412,477,707	(6.3)
2011-12	2,155,825,436	--	123,173,134	2,278,998,570	(5.5)
2012-13	2,141,096,216	--	119,335,735	2,260,431,951	(0.8)
2013-14	2,201,906,660	--	115,245,676	2,317,152,336	2.5
2014-15	2,395,013,984	--	117,931,895	2,512,945,879	8.4
2015-16	2,549,791,242	--	119,387,741	2,669,178,983	6.2
2016-17	2,654,752,675	--	128,169,122	2,782,921,797	4.3
2017-18	2,807,825,553	--	130,064,903	2,937,890,456	5.6
2018-19	3,035,826,119	--	138,531,401	3,174,357,520	8.0
2019-20	3,188,736,640	--	143,584,392	3,332,321,032	5.0
2020-21	3,358,758,096	--	163,753,543	3,522,511,639	5.7
2021-22	3,481,253,757	--	161,412,791	3,642,666,548	3.4
2022-23	3,622,831,411	$5,080,165	168,639,739	3,796,551,315	4.2
2023-24	3,885,429,970	4,855,494	190,402,031	4,080,687,495	7.5

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. Economic Conditions; Disasters. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters which include but are

not limited to earthquakes, fires/wildfires, floods, drought, mudslides and the consequences of climate change such as heat waves and excessive heat, droughts, sea level rise and floods, which could have an impact on assessed values. The State including the region the District is located has in recent years experienced significant natural disasters such as earthquakes, droughts, mudslides and floods. Public health disasters such as the COVID-19 pandemic could also have direct and indirect impacts on economic conditions and property values.

Future Conditions and Disasters Cannot be Predicted. The District cannot predict or make any representations regarding the effects that any natural or manmade disasters, including health disasters such as the COVID-19 pandemic, and the effects of climate change, and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

2017 Tubbs Fire. On October 8, 2017, the Tubbs Fire ignited in the County, and burned significant acreage including more than 1,000 structures in the region. The Tubbs Fire burned over 36,000 acres including territory in the City of Santa Rosa. Although the Tubbs Fire was, as well as other fires occurring in the region thereafter have been, in the vicinity of the District, no District facilities have been destroyed by the fires. Assessed valuations in the District have continued to increase notwithstanding the fires. The District cannot predict the impact that future fires, if any, could have on its assessed valuations, or other economic activities in and around the District.

Parcels by Land Use. The following table shows a recent breakdown of local secured property assessed value and parcels within the District by land use.

BELLEVUE UNION SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2023-24

Non-Residential:	**2023-24 Assessed Valuation [1]**	**% of Total**	**No. of Parcels**	**% of Total**
Agricultural/Rural	$ 91,329,775	2.35%	143	1.95%
Commercial	574,622,890	14.79	179	2.44
Vacant Commercial	67,749,877	1.74	68	0.93
Industrial	469,207,960	12.08	269	3.66
Vacant Industrial	27,458,047	0.71	27	0.37
Government/Social/Institutional	9,387,921	0.24	39	0.53
Miscellaneous	5,544,296	0.14	35	0.48
Subtotal Non-Residential	$1,245,300,766	32.05%	760	10.34%
Residential:				
Single Family Residence	$1,948,493,191	50.15%	4,356	59.26%
Condominium/Townhouse	78,634,074	2.02	316	4.30
Hotel/Motel	80,422,374	2.07	12	0.16
Mobile Home	33,212,342	0.85	693	9.43
Mobile Home Park	32,565,373	0.84	15	0.20
2-4 Residential Units	113,643,223	2.92	230	3.13
5+ Residential Units/Apartments	215,152,087	5.54	60	0.82
Vacant Residential	138,006,540	3.55	909	12.37
Subtotal Residential	$2,640,129,204	67.95%	6,591	89.66%
Total	$3,885,429,970	100.00%	7,351	100.00%

(1) Local secured assessed valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Per Parcel Assessed Valuation of Single-Family Homes. The table below shows recent per parcel assessed valuation of single-family homes in the District.

BELLEVUE UNION SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single Family Homes
Fiscal Year 2023-24

	No. of Parcels	2023-24 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	4,356	$1,948,493,191	$447,312	$431,338

2023-24 Assessed Valuation	No. of Parcels [1]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $49,999	115	2.640%	2.640%	$3,200,853	0.164%	0.164%
$50,000 - $99,999	148	3.398	6.038	10,886,329	0.559	0.723
$100,000 - $149,999	119	2.732	8.770	14,951,335	0.767	1.490
$150,000 - $199,999	190	4.362	13.131	33,704,168	1.730	3.220
$200,000 - $249,999	232	5.326	18.457	52,424,473	2.691	5.911
$250,000 - $299,999	333	7.645	26.102	91,828,613	4.713	10.623
$300,000 - $349,999	405	9.298	35.399	132,056,733	6.777	17.401
$350,000 - $399,999	395	9.068	44.467	148,358,665	7.614	25.015
$400,000 - $449,999	416	9.550	54.017	177,371,428	9.103	34.118
$450,000 - $499,999	423	9.711	63.728	199,933,681	10.261	44.379
$500,000 - $549,999	396	9.091	72.819	207,032,320	10.625	55.004
$550,000 - $599,999	311	7.140	79.959	178,375,294	9.155	64.158
$600,000 - $649,999	263	6.038	85.996	164,233,351	8.429	72.587
$650,000 - $699,999	186	4.270	90.266	124,888,501	6.409	78.997
$700,000 - $749,999	110	2.525	92.792	79,678,268	4.089	83.086
$750,000 - $799,999	83	1.905	94.697	64,429,811	3.307	86.393
$800,000 - $849,999	54	1.240	95.937	44,517,629	2.285	88.677
$850,000 - $899,999	34	0.781	96.717	29,783,986	1.529	90.206
$900,000 - $949,999	29	0.666	97.383	26,741,040	1.372	91.578
$950,000 - $999,999	19	0.436	97.819	18,493,111	0.949	92.527
$1,000,000 and greater	95	2.181	100.000	145,603,602	7.473	100.000
	4,356	100.000%		$1,948,493,191	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIIIA of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIIIA of the California Constitution" in Appendix A.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the SBE, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed

because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Typical Tax Rates

Below are historical typical tax rates in a typical tax rate area within the District for recent years.

BELLEVUE UNION SCHOOL DISTRICT
Typical Tax Rates as Percent of Assessed Valuation
(Tax Rate Area 58-000; 2023-24 Assessed Valuation: $851,283,595)
Fiscal Years 2019-20 through 2023-24

	2019-20	2020-21	2021-22	2022-23	2023-24
General Tax Rate	1.0000%	1.0000%	1.0000%	1.0000%	1.0000%
Warm Springs Dam	.00700	.00700	.00700	.0070	.0070
Sonoma Community College District	.03700	.03700	.03700	.0350	.0335
Santa Rosa Union High School District	.04850	.03600	.02850	.0295	.0560
Bellevue Union School District	.09100	.12450	.12450	.1145	.1095
Total Tax Rate	1.18350%	1.20450%	1.19700%	1.1860%	1.2060%

Source: California Municipal Statistics, Inc.

Secured Tax Levies and Delinquencies - Teeter Plan

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the **"Teeter Plan"**), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The County's Teeter Plan currently covers the one percent general fund apportionment levy, and also

other *ad valorem* taxes, such as those levied to repay the Bonds. The plan also includes special assessments/direct charges, as long as the taxing entity is a Teeter participant.

So long as the Teeter Plan remains in effect, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors can under certain circumstances terminate the Teeter Plan in part or in its entirety with respect to the entire County and, in addition, the Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The current practice of the County under the Teeter Plan is to pay the District 100% of the *ad valorem* taxes payable annually to the District in connection with general obligation bond indebtedness and to retain any penalties or delinquencies collected to offset such gross payment. In addition, the District cannot predict the impact, if any, that changes or modifications to property tax collection procedures might have on the County's Teeter Plan.

Finally, the ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District's or the County's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of outbreak of disease or natural or manmade disaster.

There can be no assurances that the County will continue the Teeter Plan in the future, or that the County will not discontinue the Teeter Plan or remove the District from the Teeter Plan in the future.

Notwithstanding operation of the Teeter Plan, fiscal year 2022-23 secured tax levy collections and delinquencies in the District are summarized in the following table.

BELLEVUE UNION SCHOOL DISTRICT
Fiscal Year 2022-23 Secured Tax Charge and Delinquency

Secured Tax Charge [1]	Amt. Del. 30-Jun	% Del. 30-Jun
$5,627,494.97	$57,911.45	1.03%
Secured Tax Charge [2]	**Amt. Del. 30-Jun**	**% Del. 30-Jun**
$4,221,064.89	$42,810.89	1.01%

(1) 1% General Fund Apportionment.
(2) Debt service levy for District's bonds.
Source: California Municipal Statistics, Inc.

Major Taxpayers

The following table shows recent 20 largest taxpayers in the District as determined by local secured assessed valuation. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

BELLEVUE UNION SCHOOL DISTRICT
Largest 2023-24 Local Secured Taxpayers

	Property Owner	Primary Land Use	2023-24 Assessed Valuation	% of Total [(1)]
1.	Donahue Schriber Realty Group	Shopping Center	$51,761,618	1.33%
2.	Dav-N Renaissance LLC	Apartments	47,575,397	1.22
3.	Santa Rosa Town Center LLC	Shopping Center	39,188,769	1.01
4.	Kawana Springs by Vintage LP	Apartments	36,763,457	0.95
5.	DCMF I 16 Harvest Park LLC	Residential Development	34,742,449	0.89
6.	ROIC California LLC	Shopping Center	32,886,152	0.85
7.	Recology Sonoma Marin Corp	Industrial	32,727,210	0.84
8.	Federated Indians of Graton Rancheria	Undeveloped	30,142,964	0.78
9.	Ghilotti Construction Co.	Warehouse	29,621,166	0.76
10.	COBT LLC	Hotel	27,772,538	0.71
11.	Chilula Properties LLC	Residential Land	24,901,974	0.64
12.	AGAP Santa Rosa LP	Public Storage	24,590,000	0.63
13.	Costco Wholesale Corp.	Commercial	22,871,251	0.59
14.	Betty E. Freeman Trust	Auto Sales	20,341,441	0.52
15.	WLBK Investments LLC	Auto Sales	18,809,968	0.48
16.	Industry West Commerce Center LLC	Warehouse	17,733,779	0.46
17.	3000 Dutton Ave. LLC	Warehouse	16,989,551	0.44
18.	Deangelis Family Partnership	Apartments	15,051,038	0.39
19.	Bedford Santa Rosa Associates LLC	Apartments	14,966,699	0.39
20.	Brad W. and Lisa M. Pennington Trust	Apartments	14,724,086	0.38
			$554,161,507	14.26%

(1) 2023-24 Local Secured Assessed Valuation: $3,885,429,970
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the **"Debt Report"**) prepared by California Municipal Statistics, Inc. with respect to debt dated as of November 1, 2023. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

BELLEVUE UNION SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
Dated as of November 1, 2023

2023-24 Assessed Valuation: $4,080,687,495

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	**% Applicable**	**Debt 11/1/23**	
Sonoma County Joint Community College District	3.524%	$12,937,133	
Santa Rosa High School District	9.98	24,687,626	
Bellevue Union School District	**100.000**	**42,716,009**	(1)
California Statewide Communities Development Authority 1915 Act Bonds	57.797 - 100.000	4,699,795	
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$85,040,563	
OVERLAPPING GENERAL FUND DEBT:			
Sonoma County General Fund Obligations	3.548%	$ 213,448	
Sonoma County Pension Obligation Bonds	3.548	7,271,449	
Sonoma County Office of Education Certificates of Participation	3.548	93,592	
Santa Rosa High School District Certificates of Participation	9.980	1,171,542	
West County Transportation Agency	100.000	957,209	(2)
City of Rohnert Park General Fund Obligations	3.252	10,732	
City of Santa Rosa General Fund Obligations	7.558	852,920	
City of Santa Rosa Pension Obligation Bonds	7.558	274,355	
TOTAL OVERLAPPING GENERAL FUND DEBT		$10,845,247	
OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):	2.260 - 11.871%	$3,367,857	
COMBINED TOTAL DEBT		$99,253,667	(3)

Ratios to 2023-24 Assessed Valuation:

Direct Debt ($42,716,009)	**1.05%**
Total Direct and Overlapping Tax and Assessment Debt	2.08%
Combined Total Debt	2.43%

Ratio to Redevelopment Successor Agency Incremental Valuation ($382,141,287):

Total Overlapping Tax Increment Debt	0.88%

(1) Excludes issue to be sold.
(2) West County Transportation Agency 2017 Bonds (Transportation Facility Project). District has agreed to make certain payments to the Transportation Agency, which the Transportation Agency has pledged to use to pay the bonds.
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

BOND INSURANCE

The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds and, if a commitment is issued to insure the Bonds, will determine prior to the sale of the Bonds whether to obtain such insurance.

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The

amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Form of Opinion

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Absence of Material Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and issue and sell the Bonds.

[UPDATE WITH CURRENT INFORMATION]

The District is subject to lawsuits and claims that might or arise or have arisen in the regular course of administering the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under lawsuits and claims currently known to the District will not materially affect the financial position or operations of the District.

Cyber Risks

[UPDATE WITH CURRENT INFORMATION]

The District, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other electronic sensitive information, the District may be the subject of cyber threats and cyber fraud including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to the District's systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information. False and fraudulent documents that appear genuine might be submitted to the District electronically by fraudsters.

The District has never had a major cyber breach that resulted in a material financial loss. The District has implemented rigorous cyber security measures to safeguard its systems. Network security protocols include robust firewalls, intrusion detection systems, and regular security audits from our State and federal government partners. Additionally, the District prioritizes device and systems updating to address any vulnerabilities promptly. Moreover, District staff undergoes regular cyber security training to foster a culture of awareness and proactive defense against potential threats. The District is committed to maintaining a secure environment that prioritizes the confidentiality and integrity of its data. District insurance policies include standard coverage for cyber incidents.

No assurance can be given that the District's current efforts to manage cyber threats and security will, in all cases, be successful. The District's insurance policies include standard coverage for cyber incidents. The District cannot predict what future cyber security events may occur and what impact said events could have on its operations or finances.

The District relies on other entities and service providers in the course of operating the District, including the County with respect to the levy and collection of *ad valorem* property taxes, as well as other trustees, fiscal agents and dissemination agents. No assurance can be given that future cyber threats and attacks against other third party entities or service providers will not impact the District and the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the Continuing Disclosure Certificate.

Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel to the District, Norton Rose Fulbright US LLP, as Underwriter's Counsel, and Isom Advisors, A Division of Urban Futures, Inc., as municipal advisor to the District, is contingent upon issuance of the Bonds.

CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an **"Annual Report"**) not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing March 31, 2024 with the report for the 2022-23 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board (the **"MSRB**"). The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the **"Rule"**).

The District has prior undertakings pursuant to the Rule. In the previous five years, non-compliance with prior undertakings are _____. Remedial filings have been made.

The District has engaged Isom Advisors, a Division of Urban Futures, Inc. to serve as its dissemination agent with respect to its undertakings in connection with each of its undertakings including the Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability with respect to the performance of the District's duties regarding continuing disclosure. The County has not reviewed, nor is it responsible for, the content of this Official Statement.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), has assigned a rating of "___" to the Bonds. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement to the extent deemed not material for investment purposes). Such rating reflects only the view of S&P and an explanation of the significance of such rating and outlook may be obtained only from S&P.

There is no assurance that any credit rating given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased by Raymond James & Associates, Inc. (the "**Underwriter**"). The Underwriter has agreed to purchase the Bonds at a price of $_____ which is equal to the aggregate principal amount of the Bonds of $_____, plus original issue premium of $_____ less an Underwriter's discount of $_____.

The bond purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the District and following delivery of the Bonds will be on file at the offices of the Paying Agent in Dallas, Texas.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

BELLEVUE UNION SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

*The information in this and other sections concerning Bellevue Union School District (the **"District"**) operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the General Obligation Bonds, Election of 2020, Series C (the "**Bonds**") is payable from the general fund of the District. The Bonds are payable from the proceeds of an* ad valorem *tax required to be levied by the County in an amount sufficient for the payment thereof by the District. See "SECURITY FOR THE BONDS" in the front half of the Official Statement.*

DISTRICT GENERAL INFORMATION

General Information

The District was established in 1919 and provides education services to the southwest portion of the City of Santa Rosa (the "**City**") and certain unincorporated areas in Sonoma County (the "**County**"), California (the "**State**"). The District covers an area of approximately 22 square miles, and operates 4 elementary schools (grades TK-6) and one early learning center (Pre-School ages 3-5). Enrollment is approximately 1,586 students in fiscal year 2023-24 and draws from a diverse range of socioeconomic backgrounds. The following are the District's school sites:

SCHOOL SITES
Bellevue Union School District

- Bellevue Elementary School (TK-6)
- Kawana Springs Elementary School (TK-6)
- Meadow View Elementary (TK-6)
- Taylor Mountain Elementary (TK-6)

See also Appendix C hereto for demographic and other statistical information regarding the City and the County.

Administration

Board of Trustees. The District is governed by a five-member Board of Trustees, with each member elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between two and three available positions. The Board of Trustees is charged with the responsibility for the general policy and direction of education in the District based on State of California and Federal Constitutions and laws, and State Board of Education rules and regulations. The Board of Trustees acts as a committee of the whole for all matters concerning the District. All actions taken by the Board of Trustees are done in an appropriately noticed public meeting.

Current members of the Board of Trustees, together with their office and the date their term expires, are listed below.

BOARD OF TRUSTEES
Bellevue Union School District

Name	Office	Term Expires
Lisa Reyes	President	November 2026
Adele Walker	Vice President	November 2024
Jamie Padilla	Trustee	November 2026
Irene Rosario	Trustee	November 2024
Nikigiovonie Rogers	Trustee	November 2024

Superintendent; Chief Business Official. The Superintendent of the District, appointed by the Board of Trustees, is responsible for management of the day-to-day operations and supervises the work of other District administrators. Michael Kellison, currently serves as the District's Superintendent. Chris Kim, Ed.D., currently serves as the District's Chief Business Officer.

Recent Enrollment and ADA Trends

The following table shows recent enrollment and ADA (as defined herein) history for the District.

ANNUAL ENROLLMENT AND ADA
Fiscal Years 2015-16 through 2023-24 (Budgeted)
Bellevue Union School District

School Year	Enrollment	Percent Change	ADA	Percent Change
2015-16	1,910	--%	1,803	--%
2016-17	1,895	(0.8)	1,794	(0.5)
2017-18	1,845	(2.6)	1,737	(3.2)
2018-19†	1,621	(12.1)	1,533	(11.7)
2019-20	1,599	(1.4)	1,521*	(0.8)
2020-21	1,544	(3.4)	1,521*	0.0
2021-22	1,485	(3.8)	1,305	(14.2)
2022-23(1)	[to come]		[to come]	
2023-24(1)	[to come]		[to come]	

† Attributed to closure of the District's charter school in fiscal year 2017-18.
*COVID-19 pandemic commenced in fiscal year 2019-20. ADA might represent ADA for financial entitlement purposes and not actual ADA.
(1) Unaudited actuals and budgeted.
Source: California Department of Education; Bellevue Union School District.

There are currently no charter schools operating in the District and no charter school applications are known to be pending.

Employee Relations

[DETAILS TO BE UPDATED]

In fiscal year 2023-24 the District has ___ full time equivalent (**"FTE"**) certificated employees, ___ FTE classified employees and ___ management/Supervisor/Confidential FTE employees. District employees are represented by employee bargaining units as follows:

BARGAINING UNIT CONTRACTS
Bellevue Union School District

Employee Group	Representation	Contract Expiration Date
Certificated	Bellevue Education Assoc.	June 30, 2023*
Classified	California Schools Employees Association	October 31, 2025

**Parties perform pursuant to expired terms pending settlement.*
Source: Bellevue Union School District

[Identify status of any compensation reopeners or scheduled re-negotiations for expired contracts.]

District's Response to COVID-19 Pandemic

The COVID-19 pandemic commenced in approximately March 2020 and caused a health emergency which resulted in shelter in place orders and remote learning, among other consequences, throughout the State. The District took all required actions based on State-wide and local orders, as well as pursuant to recommendations of the County Office of Education. The District has resumed all in-person learning with independent study options.

Federal and State legislation was enacted providing additional funding for educational agencies in order to respond the additional costs and services required as a result of the COVID-19 pandemic. The District has received a total amount of $____ million in COVID-relief funding and been allocated a total of $____ million under such programs. These funds will be spent in accordance with applicable guidelines, generally by no later than September 30, 2024.

Joint Powers Agreement and Joint Ventures; Risk Management

The District participates in a joint ventures under the Redwood Empire Schools Insurance Group (**"RESIG"**). RESIG provides risk management programs and services to public school districts in the County, including self-funded programs for workers' compensation, property, liability and dental benefits. The relationship between the District and RESIG is such that RESIG is not a component unit of the District for financial reporting purposes. RESIG has budgeting and financial reporting requirements independent of member units, and its financial statements are not presented in the District's financial statements. The District's insurance coverage includes standard coverage against cyber risks.

The Joint Powers Agreements (the "**JPAs**") arrange for and/or provide coverage or services for its members. The JPAs are governed by a board consisting of a representative from each member district. Each board controls the operations of their JPAs, including selection of management and approval of operating budgets independent of any influence by the member districts beyond their representation on the Board. Each member district pays a premium commensurate with the level of coverage or service requested and shares surpluses and deficits

proportionately to their participation in the JPAs. The JPAs are audited on an annual basis. Audited financial statements can be obtained by contacting each JPA's management.

DISTRICT FINANCIAL INFORMATION

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Education Funding Generally

School districts in California receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being the district's share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance ("**ADA**") for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and its local property tax revenues. Districts which had local property tax revenues which exceeded its revenue limit entitlement were deemed "Basic Aid Districts" and received full funding from local property tax revenues and were entitled to keep those tax revenues which exceeded its revenue limit funding entitlement.

The fiscal year 2013-14 State budget replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the **"LCFF"**). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is $2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.

- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.

- An additional concentration grant of up to 65% (which was increased from 50% as part of the State's trailer bill to the 2021-22 State Budget - Assembly Bill 130) of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget (based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**")), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap. The legislation implementing LCFF also included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

Funding levels used in the LCFF entitlement calculations for fiscal year 2023-24 are set forth in the following table.

Fiscal Year 2023-24 Base Grant Funding* Under LCFF
by Grade Span

Entitlement Factor	TK/K-3	4-6	7-8	9-12
A. 2022-23 Base Grant per ADA	$9,166	$9,304	$9,580	$11,102
B. 2023-24 COLA for LCFF (A x 8.22%)	$753	$765	$787	$913
C. 2023-24 Base Grant per ADA before Grade Span Adjustments (A+B)	$9,919	$10,069	$10,367	$12,015
D. Grade Span Adjustments (TK-3: C x 10.4%; 9-12: C x 2.6%)	$1,032	n/a	n/a	$312
E. 2023-24 Base Grant/Adjusted Base Grant per ADA (C + D)	$10,951	$10,069	$10,367	$12,327

*Add-ons to the Base Grant, as may be applicable, are: (1) Supplemental Grant: For the supplemental grant funding entitlement, for each grade span, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times Unduplicated Pupil Percentage, times 20%, (2) Concentration Grant: For the concentration grant funding entitlement, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times portion of Unduplicated Pupil Percentage that exceeds 55%, times 65%, and (3) Transitional Kindergarten Add-On: For the TK add-on funding, the amount in fiscal year 2023-24 is the rate of $3,044 times the school district's current year TK ADA.
Source: California Department of Education.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

Basic Aid or Community Supported districts are school districts which have local property tax revenues which exceed such district's funding entitlement under LCFF. As such, in lieu of State funding under LCFF, Basic Aid districts are entitled to keep the full share of local property tax revenues, even the amount which exceeds its funding entitlement under LCFF. The District's funding formula is currently determined pursuant to LCFF, and not as a Basic Aid district.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of funds, with each group consisting of a separate accounting entity. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30. For more information on the District's basis of accounting and fund accounting, see "APPENDIX B – Audited Financial Statements of the District for Fiscal Year Ended June 30, 2022 – Note 1 - Significant Accounting Policies" herein.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States.

Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2022 Audited Financial Statements were prepared by Christy White Inc., San Diego, California and are attached hereto as Appendix B. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Superintendent's Office at 3150 Education Drive, Santa Rosa, California 95407, telephone (707) 542-5197. The District has not requested, and the auditor has not provided, any review or update of such financial statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. The District may impose a charge for copying, mailing and handling.

[Remainder of page intentionally left blank]

General Fund Revenues, Expenditures and Changes in Fund Balance. The District's general fund is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund. The following tables show the audited income and expense statements for the District for fiscal years 2017-18 through 2021-22.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2017-18 through 2021-22 (Audited)[(1)]
Bellevue Union School District

Revenues	Audited 2017-18	Audited 2018-19	Audited 2019-20	Audited 2020-21	Audited 2021-22
LCFF Sources	$18,200,104	$19,219,677	$18,978,632	$18,503,223	$19,397,529
Federal Revenues	885,376	1,179,241	1,408,007	3,180,187	1,559,555
Other State Revenues	1,854,039	2,815,494	2,620,318	2,571,362	5,316,154
Other Local Revenues	1,485,545	445,737	386,442	745,843	1,698,207
Total Revenues	22,425,064	23,660,149	23,393,399	25,000,615	27,971,445
Expenditures					
Instruction	13,198,466	13,310,967	13,290,387	12,639,965	14,895,141
Instruction-Related Activities:					
Supervision of Instruction	52,022	105,695	149,077	319,788	293,955
Instructional Library, Media, Tech	155,412	18,012	10,687	5,922	--
School Site Administration	1,467,341	1,530,048	1,451,812	1,773,689	1,896,166
Pupil Services:					
Home-to-School Transport	1,582,772	1,662,097	1,719,692	1,570,882	1,569,994
Food Services	--	--	--	--	--
All Other Pupil Services	1,725,165	1,763,678	1,781,394	1,787,927	2,263,601
General Administration:					
Data Proc.	8,779	53,165	78,664	85,506	95,766
All Other General Administration	1,284,298	1,328,145	1,494,951	3,733,519	2,499,612
Plant Services	1,512,340	1,594,359	1,582,119	1,660,733	1,843,715
Facility Acquisition and Construction	47,533	--	--	--	--
Ancillary Services	16,694	--	--	12,735	8,571
Community Services	496,955	495,526	544,905	544,288	565,407
Transfers to other agencies	9,000	16,000	5,700	9,761	--
Other Outgo	--	--	--	--	--
Debt Service: Principal	98,442	--	--	--	--
Debt Service: Interest	250,725	--	--	--	--
Total Expenditures	21,905,944	21,877,692	22,109,388	24,144,715	25,931,928
Excess of Revenues Over/(Under) Expenditures	519,120	1,782	1,284,011	855,900	2,039,517
Other Financing Sources (Uses)					
Operating Transfers in	247,865	--	--	226,226	869
Other Sources	2,222,168	--	--	--	--
Operating Transfers out	--	(708)	--	(250,000)	--
Other Uses	(2,072,168)	--	--	--	--
Total Other Financing Sources (Uses)	397,865	(708)	--	(23,774)	869
Net Change in Fund Balance	916,985	1,781,749	1,284,011	832,126	2,040,386
Fund Balance, July 1	978,133	1,895,118	3,676,867	5,026,093	5,858,219
Fund Balance, June 30	$1,895,118	$3,676,867	$4,960,878	$5,858,219	$7,898,605

(1) Columns may not add to totals due to rounding.
Source: Bellevue Union School District - Audited Financial Statements.

District Budget and Interim Financial Reporting

District Budget Process. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district board of trustees must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Sonoma County Superintendent of Schools (the "**County Superintendent**"), which is a separate office independent of the County.

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for board of trustees approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's board of trustees of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 (**"A.B. 1200"**) imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A

qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

District's Budget Approval/Disapproval and Certification History. [TO BE CONFIRMED] In the past five years, each of the District's interim reports has been certified as positive, and each of its budgets has been approved by the County Superintendent.

Copies of the District's budget, interim reports and certifications may be obtained upon request from the Superintendent's Office at 3150 Education Drive, Santa Rosa, California 95407, telephone (707) 542-5197. Financial reports are also available online at the District's web site: https://www.busd.org/. The contents of the District's web site are not incorporated herein by reference.

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District's General Fund Fiscal Years 2022-23 and 2023-24. The following table shows the income and expense statements for the District's general fund for fiscal years 2022-23 and 2023-24 (unaudited actuals and adopted budget).

BELLEVUE UNION SCHOOL DISTRICT
General Fund - Revenues, Expenses and Changes in Fund Balance[(1)]
Fiscal Years 2022-23 and 2023-24 (Unaudited Actuals and Adopted Budget)

	Unaudited Actuals 2022-23	Adopted Budget 2023-24
Revenues		
LCFF Sources	$21,468,283	$22,518,123
Federal Revenues	3,780,870	3,537,606
Other State Revenues	9,524,850	5,520,516
Other Local Revenues	1,934,747	1,454,667
Total Revenues	36,708,750	33,030,912
Expenditures		
Certificated Salaries	9,451,081	10,530,227
Classified Salaries	5,236,483	4,532,729
Employee Benefits	6,248,573	6,518,484
Books and Supplies	2,117,424	1,700,470
Services and Other Operating Expenditures	9,886,911	11,493,395
Capital Outlay	149,417	--
Other Outgo (excluding transfers of indirect costs)	--	--
Other Outgo (transfers of indirect costs)	--	--
Total Expenditures	33,089,889	34,775,305
Excess of Revenues Over/(Under) Expenditures	3,618,861	(1,751,893)
Other Financing Sources (Uses)		
Operating Transfers In	2	--
Operating Transfers Out	--	--
Other Sources	--	--
Total Other Financing Sources (Uses)	2	--
Net Change In Fund Balance		
Fund Balance, July 1	7,898,601	11,517,464
Fund Balance, June 30	$11,517,464	$9,765,571

(1) Columns may not add to totals due to rounding. Budgeting documents and interim reports account for reserve funds outside of the general fund and as such, fund balances do not correspond with the audited financial statements in the preceding table.
Source: Bellevue Union School District.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District has a policy to keep its reserve funded at a minimum of 3%. The District maintains an unrestricted reserve which exceeds the State's minimum requirements.

Under State law (Education Code Section 42127.01), there are certain restrictions on the amount of reserves that can be maintained by school districts under certain circumstances. This reserve cap requirement does not apply to small school districts (ADA of fewer than 2,501 students) or school districts funded as Basic Aid school districts. When applicable, the reserve

cap requires that a school district's adopted or revised budget shall not contain a combined assigned or unassigned ending general fund balance of more than 10% of those funds. The applicability of the reserve cap is based on the balance in the State's Public School System Stabilization Account and is triggered in a fiscal year when the balance is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts. A county superintendent of schools may grant a school district under its jurisdiction an exemption from the requirements for up to two consecutive fiscal years within a three-year period if the school district provides documentation indicating that extraordinary fiscal circumstances, including, but not limited to, multiyear infrastructure or technology projects, substantiate the need for a combined assigned or unassigned ending general fund balance that is in excess of the reserve cap. The reserve cap has been triggered for fiscal year 2022-23 and as such, for school districts to which it applies, the cap must be taken into account in its budgeting documents or an exemption must be sought. The District has taken the reserve cap into account in its budgeting documents.

Attendance - LCFF Funding

Funding Trends. As previously described, prior to fiscal year 2013-14, school districts in the State derived most State funding based on a formula which considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth education funding trends in the District for fiscal years 2016-17 through 2023-24 (budgeted), not including other sources such as federal and local sources.

ADA AND LCFF AID FUNDING TRENDS
Fiscal Years 2016-17 through 2023-24 (Budgeted)
Bellevue Union School District

Fiscal Year	ADA	Total LCFF Funding
2016-17	1,794	$17,546,410
2017-18	1,737	18,200,104
2018-19	1,533	19,219,678
2019-20	1,521	18,978,631
2020-21	1,521	18,503,223
2021-22	1,305	19,397,529
2022-23[(1)]		21,468,283
2023-24[(1)]		22,518,123

(1) Unaudited actuals and budgeted.
Source: California Department of Education; Bellevue Union School District.

Unduplicated Count. The District has a Targeted Student unduplicated count of approximately [89%] in fiscal year 2023-24. As such, the District is entitled to supplemental and concentration grant funding under LCFF.

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238.03(c) itemizes the local revenues that are subtracted from the base entitlement to determine the amount of the State apportionment of funding.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives substantial other State revenues.

The District receives State aid from the California State Lottery (the **"Lottery"**), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Lottery revenues generally comprise approximately 2% of general fund revenues. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS".

Other Local Revenues. ***Other Local Revenues; Developer Fees.*** In addition to local property taxes, the District receives additional local revenues from items such as interest earnings and other local sources.

In addition, the District receives developer fees to mitigate the impacts of local development housing and other development within District boundaries. For fiscal years 2018-18 through 2021-22 (Projected), the District received $570,998, $731,797, $1,323,738 and $1,523,738, respectively.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a

Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. The plan is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. The benefit provisions and contribution amounts are established by State laws, as amended from time to time.

Prior to fiscal year 2014-15, contribution rates were constant and not subject to annual variations. K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, and participants contributed 8% of their respective salaries. In September 2013, however, STRS projected that the plan would be depleted in 31 years if existing contribution rates continued and other actuarial assumptions were realized, largely due to significant investment losses.

Assembly Bill 1469 was adopted as part of the State's fiscal year 2014-15 budget (**"AB 1469"**), aimed at fully funding the unfunded actuarial obligation of STRS with respect to service credited to member of STRS prior to July 1, 2014 (the **"2014 Liability"**), within 32 years, by increasing contribution rates of members, K-14 school district employers, and the State. Under AB 1469, employer contributions were steadily increased over seven years. However, several modifications to the schedule were undertaken in connection with State budgets. Contribution rates for the past several years are summarized pursuant to the following schedule:

STRS EMPLOYER CONTRIBUTION RATES
Effective Dates of July 1, 2014 through July 1, 2023

Effective Date	Employer Contribution Rate
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.45
July 1, 2018	16.28
July 1, 2019	17.10*
July 1, 2020*	16.15*
July 1, 2021	16.92*
July 1, 2022	19.10
July 1, 2023	19.10

*The contribution rates identified in AB 1469 were subsequently reduced by the State legislature in certain years. Noted rates represent the reduced contribution rate.
Source: AB 1469; STRS

The State also continues to contribute to STRS, and its contribution rate in fiscal year 2023-24 is 8.328%.

The District's recent contributions to STRS including the current budgeted fiscal year are set forth in the following table. These contributions represent 100% of the required contribution for each year.

STRS EMPLOYER CONTRIBUTIONS
Bellevue Union School District
Fiscal Years 2016-17 through 2023-24 (Budgeted)

Fiscal Year	Amount*
2016-17	$1,124,578
2017-18	1,129,777
2018-19	1,170,608
2019-20	1,233,869
2020-21	1,288,486
2021-22	1,403,641
2022-23(1)	2,695,833
2023-24(1)	2,787,798

*Increases attributed to increase in contribution rates and modified accounting reporting requirements, which include reporting the District's proportionate share of the plan's net pension liability and recognizing on-behalf STRS contributions in governmental funds.
(1) Unaudited actuals and budgeted. Figure includes restricted and unrestricted funding and as such, includes State on behalf payments.
Source: Bellevue Union School District.

The STRS defined benefit program continues to have unfunded actuarial liabilities estimated at approximately $85.8 (on a market value of assets basis) and $88.6 billion (on an actuarial value of assets basis) as of June 30, 2022, which is the date of the last actuarial valuation.

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the "Schools Pool." Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, employers are required to contribute an amount based on an actuarially determined employer rate, and employees make contributions which vary based on their date of hire.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. To address this issue, the PERS board has taken a number of actions, including changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates and adopting changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy incrementally lowering its discount rate (its assumed rate of investment return) in years of good investment returns, to help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. SB 90, and Assembly Bill 84/Senate Bill 111 (**"AB 84"**) of June 2020, directed contributions of $430 million and $330 million in satisfaction of portions of employer contribution rates in fiscal years 2020-21 and 2021-22, respectively. Recent employer contribution rates are set forth in the following table.

EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2022-23[(1)]

Fiscal Year	Employer Contribution Rate[(1)]
2019-20	19.721%
2020-21	20.700
2021-22	22.910
2022-23	25.370

(1) Expressed as a percentage of covered payroll.
Source: PERS

The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

PERS EMPLOYER CONTRIBUTIONS
Bellevue Union School District

Fiscal Year	Amount
2016-17	$442,771
2017-18	499,999
2018-19	521,971
2019-20	576,644
2020-21	633,758
2021-22	779,786
2022-23[(1)]	1,112,744
2023-24[(1)]	1,189,627

(1) Unaudited actuals and budgeted.
Source: Bellevue Union School District.

PERS continues to have an unfunded liability which, on a market value of assets basis, was approximately $37.6 billion (on a market value of assets basis) as of June 30, 2022, which is the date of the last actuarial valuation.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("**PEPRA**"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations,

including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information - STRS and PERS. Additional information regarding the District's retirement programs is available in Notes 10 to the District's audited financial statements attached hereto as APPENDIX B. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811.

More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriters for accuracy or completeness.*

No Post-Retirement Healthcare Benefits

The District does <u>not</u> provide other post-employment benefits to its retirees.

Existing Debt Obligations

In addition to the District's ongoing obligations with respect to retirement plans described above, the District has outstanding general obligation bond indebtedness from the general fund, as summarized below. The District does not currently have other long term debt in the form of capital leases or other financing leases outstanding.

Summary of Outstanding General Obligation Bond Debt
Bellevue Union School District

Name of General Obligation Bond Issue	Issue Date	Maturity Date	Original Principal Amount	Principal Outstanding[(1)] October 1, 2023
GO Bonds, Election of 1996, Series 2000	02/09/2000	8/1/2024	$3,726,209.50	
GO Bonds, Election of 2008, Series 2011A	09/13/2011	8/1/2035	378,528.45	
GO Bonds, Election of 2008, Series 2011B	09/13/2011	8/1/2028	4,350,000.00	
GO Bonds, Election of 2008, Series 2011C	09/13/2011	8/1/2041	774,039.75	
GO Bonds, Election of 2014, Series A	11/11/2014	8/1/2044	4,200,000.00	
GO Bonds, Election of 2014, Series B	06/23/2016	8/1/2036	7,800,000.00	
2017 Refunding General Obligation Bonds	12/19/2017	8/1/2041	5,946,810.95	
GO Bonds, Election of 2008, Series D	06/21/2018	8/1/2042	6,996,915.25	
GO Bonds, Election of 2020, Series A	05/20/2020	8/1/2049	9,000,000.00	
GO Bonds, Election of 2020, Series B	11/18/2021	8/1/2051	10,000,000.00	
2022 Refunding GO Bonds (Cinderella)*	05/18/2022	8/1/2044	3,770,000.00	
			Total Outstanding:	

(1) Does not include accrued interest on capital appreciation bonds.
*Private Placement. Partial refinancing of Election of 2014, Series A Bonds. August 1, 2024 Tax-Exempt Conversion Date.
Source: Bellevue Union School District.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq*., the Sonoma County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq*. In addition, counties are required to establish their own investment policies, which may impose limitations beyond those required by the Government Code. See APPENDIX G hereto for a copy of the County's Investment Policy and recent investment report.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see "– Education Funding Generally" above). State funds typically make up the majority of a district's LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

*The information in this section concerning the State's budget or budgets has been compiled from publicly-available information provided by the State or the Legislative Analyst's Office (the **"LAO"**). Neither the District, the Underwriter nor the County is responsible for the information provided in this section.*

State Budgeting for Education Generally

The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see "DISTRICT FINANCIAL INFORMATION - Education Funding Generally" above). State funds typically make up the majority of a district's LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State's general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The Budget Process

The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Available Public Resources

Certain information about the State budgeting process and the State budget is available through several State sources. Convenient sources of information include:

- www.treasurer.ca.gov: The California State Treasurer internet home page, under the link to "Bond Finance" and sub-heading "-Public Finance Division", includes links to recent State official statements and various State financial documents which includes information regarding State budgets and finances.

- www.dof.ca.gov: The California Department of Finance's (the **"DOF"**) internet home page, under the link to "California Budget", includes the text of proposed and adopted State Budgets.

- www.lao.ca.gov: The LAO's internet home page includes a link to "-The Budget" which includes analyses and commentary on fiscal outlooks.

The above references to internet websites shown are shown for reference and convenience only. The information contained within the websites may include outdated information and has not been reviewed for accuracy by the District or the Underwriter. Such information is not incorporated herein by reference.

The 2023-24 State Budget

Governor Gavin Newsom (the **"Governor"**) signed the State budget bill for fiscal year 2023-24 on June 27, 2023 (the **"2023-24 State Budget"**), prior to the July 1, 2023 deadline. Although a summary of the enacted budget is not as of this date available from the State Department of Finance, the overall State spending plan totals $310 billion ($226 billion General Fund/$84 billion Special Fund) and solves a $31.5 billion deficit problem. The deficit is largely the result of falling State revenues in recent months due to a downturn in the stock market and resulting decreased capital gains, which is a volatile yet significant source of the State's revenues. The 2023-24 State Budget maintains the largest-ever reserves aimed at weathering projected deficits in the out-years as well as a potential economic recession in the coming year or two.

The 2023-24 State Budget marked a turnabout from several previous years of record surpluses, big ongoing program commitments, and major one-time augmentations for projects. Adding to uncertainties in budgeting was the delayed income tax return filing date due to the federal and State winter storm disaster declarations. As a result, actual revenues in the new

budget can be only an educated guess until October 15, 2023 and further adjustments may be necessary early next year if revenues continue to underperform projections.

The deficit gap was addressed with a combination of spending reductions totaling $8 billion, including a planned $750 million payment to the federal government to reduce the State's $20 billion unemployment insurance debt and about $4 billion in funding previously earmarked for climate change and zero-emission programs, delayed spending of nearly $8 billion previously approved for coming years, including funding for building facilities for transitional and full-day kindergarten, postponement in spending $500 million in broadband expansion funding, and more than $15 billion in revised revenue estimates, internal fund shifts and internal borrowing.

Highlights of the 2023-24 State Budget include:

Public Education: Continuing full funding for public K–14 education, which will see an 8.4% increase in state funding, and keep commitments to previously authorized spending increases for the University of California and California State University.

Health Care: Provides continued funding for other previous multiyear health care commitments, including (a) increases to fund California's universal access to affordable health care, such as the state's Medi-Cal eligibility expansion for undocumented adults and significant reforms under the Governor's California Advancing and Innovating Medi-Cal, and (b) agreement to place a bond measure on the March ballot asking voters to increase bond funding for more behavioral health beds and transitional housing aimed at reducing the incidence of homelessness.

Managed Care Organization Tax: Implements allocations of available funds from the renewal of the Managed Care Organization (**"MCO"**) tax to provide $2.7 billion in State funds (and billions of matching federal dollars) for reimbursement rate increases and other investments annually, beginning in 2025 and going through 2029.

Climate Change: Fiscal year 2022-23's multiyear commitment of more than $6 billion toward battling climate change was reduced by $2.9 billion. The Governor indicated that he is seeking federal funding from the Inflation Reduction Act and the Infrastructure and Investment and Jobs Act to make up for the cuts, and asked the Legislature to seek voters' approval of a climate bond ranging from $6 billion to $16 billion.

Housing and Homelessness**:** $1 billion for local homeless programs, and directs $100 million to the Housing and Community Development Department's flagship Multi-Family Housing Program for developing additional affordable housing and leveraging additional public and private investment dollars.

Public Transit**:** $5.1 billion for transit across four years, with 100% flexibility for capital and operations expenses and accountability provisions.

With respect more particularly to education funding, the 2023-24 State Budget will provide slightly less funding for schools and community colleges than in the 2022-23 fiscal year, yet assures school districts will have a sizable increase in general operational funding. The 2023-24 State Budget marks a retrenchment from three years of record education funding supplemented by tens of billions in one-time federal and state COVID-19 relief, which together set in motion ambitious new programs. These include $4.4 billion for community schools and $4 billion for after-

school and summer programs for low-income children through the Expanded Learning Opportunities Program. Funding for all of those priorities remains intact in the 2023-24 State Budget, as does an 8.2% cost of living increase for the LCFF, special education and other ongoing programs.

Funding for Proposition 98, the formula that sets the portion of the state general fund going to TK-12, community schools and some child care funding, will be $108.3 billion. That is $2.1 billion less than the Legislature adopted a year ago for the current year.

The 8.2% cost-of-living adjustment will raise the funding formula, which is the primary funding source for general expenses and additional money for high-needs students, by 4.5% to $79 billion. The additional funding takes into account a projected 3.16% decline statewide in ADA, including fewer students than projected enrolling in traditional kindergarten.

Other additional spending in the education portion of the 2023-24 State Budget includes:

- $300 million to the funding formula to create what Newsom is calling the "equity multiplier" program. It will enable at least several hundred high-needs schools to close opportunity and achievement gaps by addressing learning needs for the lowest-performing racial and ethnic student groups, students with disabilities and English learners in those schools. The criteria to qualify for the funding includes schools with 90% or more students qualifying for free school meals, and factors in school instability, reflecting high rates of expelled and truant students, dropouts, homeless and foster-care students plus a minimum of 70% low-income students.

- $250 million in one-time funding to double grants over five years to high-poverty schools to train and hire literacy coaches for one-on-one and small-group interventions for struggling readers.

- $80 million in ongoing funding for juvenile court and alternative schools operated by county offices of education.

- $20 million in professional development grants for bilingual teachers.

- $6 million more to the Golden State Teacher Grant program, which offers up to $20,000 to a teacher candidate who commits to working in a priority school for four years, for teacher candidates preparing to become special education teachers.

- $3.5 million ongoing to county offices of education to stock opioid overdose reversal medication, with at least two units at all middle and high schools within each county office's jurisdiction.

- $1 million to develop a state "literacy roadmap" to provide guidance on teaching, training and using evidence-based practices on effective reading instruction.

- $1 million for a panel to identify a choice of screening instruments from which all schools must choose, starting in 2025-26, to identify students at risk for dyslexia and other reading difficulties.

- $1 million for professional development and leadership training through the Museum of Tolerance.

Trailer bills implementing the provisions of the 2023-24 State Budget were considered and voted upon in the weeks following the final budget agreement.

Disclaimer Regarding State Budgets

The execution of State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2023-24 State Budget or subsequent State budgets, or future changes (if any) in the budget due to shifts in the economy or other factors, will have on its own finances and operations. However, the Bonds described herein are secured by *ad valorem* property taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the Owners of the Bonds to provide State Budget information to the District or the owners of the Bonds. Although the sources of information provided herein are known to be reliable, neither the District nor the Underwriters assume any responsibility for the accuracy of the budget information set forth or referred to in this Official Statement or incorporated herein.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory provisions relating to education funding in the State has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto, and how such events could impact the District and its finances.

Uncertainty Regarding Future State Budgets

The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures or possible future budget deficits. Future State Budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State Budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* property tax levied by the County for the payment thereof. Articles XIIIA, XIIIB, XIIIC, and XIIID of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIIIA and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIIIA of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIIIA to the State Constitution ("**Article XIIIA**"). Article XIIIA limits the amount of any *ad valorem* property tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* property taxes may be levied to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978, (b) (as a result of an amendment to Article XIIIA approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (c) (as a result of an amendment to Article XIIIA approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIIIA. Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula

among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIIIA, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004, a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIIIB of the California Constitution

Article XIIIB (**"Article XIIIB"**) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIIIB, as amended.

The appropriations of an entity of local government subject to Article XIIIB limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIIIB includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIIIB also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (**"unitary property"**). Under the State Constitution, such property is assessed by the State Board of Equalization (**"SBE"**) as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIIIC and XIIID of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIIIC and XIIID (respectively, **"Article XIIIC"** and **"Article XIIID"**), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds vote under Article XIIIA, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIIC to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or

granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections , and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (e) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (f) a charge imposed as a condition of property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIIC or XIIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIIB

surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" (**"Proposition 111"**) which further modified Article XIIIB and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIIIB spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIIIB are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIIIB spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over $15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIIIB appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (a) 40.9% of State general fund revenues (the **"first test"**) or (b) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIIIB by reference to *per capita*

personal income) and enrollment (the **"second test"**). Under Proposition 111, schools will receive the greater of (a) the first test, (b) the second test, or (c) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the **"third test"**). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as **"Proposition 39"**) to the California Constitution. This amendment (a) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (b) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (a) any local government debts approved by the voters prior to July 1, 1978 or (b) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (a) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (b) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (c) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than $60 (for a unified school district), $30 (for an elementary school district or high school district), or $25 (for a community college district), per $100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (a) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (b) shift property taxes from local governments to schools or community colleges, (c) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (d) decrease Vehicle License Fee revenues without providing local governments with equal

replacement funding. Under Proposition 1A, beginning, in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provision of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

Proposition 30 and Proposition 55

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment, also known as **"Proposition 30"**, temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases for such period the marginal personal income tax rate by: (a) 1% for taxable income over $250,000 but less than $300,000 for single filers (over $340,000 but less than $408,000 for head of household filers and over $500,000 but less than $600,000 for joint filers), (b) 2% for taxable income over $300,000 but less than $500,000 for single filers (over $408,000 but less than $680,000 for head of household filers and over $600,000 but less than $1,000,000 for joint filers), and (c) 3% for taxable income over

$500,000 for single filers (over $680,000 for head of household filers and over $1,000,000 for joint filers). Proposition 55 (described below) extended said increases to personal income rates through the end of 2030.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "Proposition 98" and "Proposition 111" above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the **"EPA"**). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than $200 per unit of ADA and no community college district will receive less than $100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through the end of 2030, instead of the scheduled expiration date of December 31, 2018. The extensions did not apply to the sales tax and excise taxes imposed by Proposition 30. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges.

California Senate Bill 222

Senate Bill 222 (**"SB 222"**) was signed by the California Governor on July 13, 2015, and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* property tax collections are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds, such as the Bonds, as secured debt in bankruptcy due to the existence of a statutory lien.

Proposition 19

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (**"Proposition 19"**), which amends Article XIIIA to (i) expand as of April 1, 2021 special rules that govern the transfer of a residential property's tax base value to a replacement residence for homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home anywhere within the State, (ii) narrows as of February 16, 2021 existing special rules for the

valuation of inherited real property due to a transfer between family members, and (iii) allocates most resulting State revenues and savings (if any) to fire protection services and reimbursing local governments for taxation-related changes. The District cannot predict whether the implementation of Proposition 19 will increase, decrease or have no overall impact on the District's assessed values.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID of the California Constitution and Propositions 98, 22, 26, 30 and 39 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2022

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF SANTA ROSA AND SONOMA COUNTY

*The following information concerning the City of Santa Rosa (the "**City**") and Sonoma County (the "**County**") is included only for the purpose of supplying general information regarding the area of the District. The Bonds are payable solely from the sources described herein (see "SECURITY FOR THE BONDS"). The Bonds are not a debt of the City, the County, the State of California (the "**State**") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.*

The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors.

General Information

The City. The City is located in the central portion of the County, covers an area of about 35 square miles. The City is centered at the crossroads of U.S. Highway 101 and State Route 12. Incorporated in 1868, the City became a charter city in 1872. The City operates under the council-manager form of government, with a City Council comprised of seven members elected to serve overlapping four-year terms. On November 6, 2018, the City transitioned from at-large to district-based elections. The City Council, which acts as the City's legislative and policy-making body, also selects the City Manager. As the City's chief administrator, the City Manager is responsible for implementing the policies established by the City Council.

The County. One of California's original 27 counties (incorporated in 1850), the County is the northernmost of the nine greater San Francisco Bay Area counties. Bordered on the north and east by Mendocino, Lake, and Napa counties and to the west and south by the Pacific Ocean, Marin County, and San Pablo Bay, its area encompasses 1,598 square miles.

Geographically, the County is divided almost equally into mountainous regions, rolling hills and valley land. Three narrow valleys, separated by mountains, run northwest to southeast. Elevations range from sea level to 4,262 feet at Mt. Saint Helena, where Sonoma, Napa, and Lake counties converge.

Population

The following table lists population estimates for the City, the County and the State for the last five calendar years, as of January 1.

CITY OF SANTA ROSA, SONOMA COUNTY AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2019 through 2023 as of January 1

Area	2019	2020	2021	2022	2023
Cloverdale	9,244	9,172	9,014	8,869	8,787
Cotati	7,619	7,505	7,543	7,410	7,360
Healdsburg	12,011	11,901	11,181	10,993	10,914
Petaluma	62,112	61,738	59,503	58,552	58,321
Rohnert Park	42,650	42,531	44,104	43,701	43,693
Santa Rosa	**174,885**	**173,153**	**177,398**	**175,351**	**174,523**
Sebastopol	7,830	7,741	7,482	7,433	7,348
Sonoma	11,150	11,013	10,793	10,804	10,677
Windsor	28,512	28,140	26,091	25,836	25,560
Unincorporated	139,906	138,460	130,946	131,674	130,991
County Total	**495,919**	**491,354**	**484,055**	**480,623**	**478,174**
California Total	**39,605,361**	**39,648,938**	**39,286,510**	**39,078,674**	**38,940,231**

Source: State Department of Finance estimates (as of January 1).

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Employment and Industry

The County is included in the Santa Rosa Metropolitan Statistical Area ("**MSA**"). The unemployment rate in the County was 3.8 percent in August 2023, up from a revised 3.7 percent in July 2023, and above the year-ago estimate of 3.1 percent. This compares with an unadjusted unemployment rate of 5.1 percent for California and 3.9 percent for the nation during the same period.

The table below provides information about employment rates and employment by industry type for the County for calendar years 2018 through 2022.

SANTA ROSA MSA
(SONOMA COUNTY)
Civilian Labor Force, Employment and Unemployment
(March 2022 Benchmark)

	2018	2019	2020	2021	2022
Civilian Labor Force [1]	260,600	257,700	246,200	243,700	248,300
Employment	253,400	250,700	226,400	230,200	240,500
Unemployment	7,200	7,000	19,800	13,500	7,800
Unemployment Rate	2.8%	2.7%	8.0%	5.5%	3.1%
Wage and Salary Employment: [2]					
Agriculture	6,700	6,600	6,200	5,900	6,200
Mining and Logging	200	200	200	200	200
Construction	15,200	16,500	16,000	16,100	16,300
Manufacturing	23,400	23,400	22,300	22,900	23,800
Wholesale Trade	7,500	7,600	7,400	7,500	7,400
Retail Trade	24,900	24,200	22,600	23,100	23,100
Transportation, Warehousing, Utilities	4,100	4,200	4,100	4,400	4,600
Information	2,700	2,600	2,300	2,500	2,600
Finance and Insurance	4,900	4,700	4,500	4,400	4,400
Professional and Business Services	23,200	23,400	22,700	23,700	24,700
Educational and Health Services	34,800	35,800	34,300	34,000	35,100
Leisure and Hospitality	25,700	25,800	18,700	21,100	25,100
Other Services	7,100	7,100	6,000	6,400	7,200
Federal Government	1,300	1,300	1,500	1,300	1,200
State Government	4,400	3,800	3,300	2,900	3,000
Local Government	25,400	24,400	21,400	21,100	21,900
Total, All Industries [3]	215,400	215,600	196,300	200,500	210,400

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

The table below lists the major employers in the County as of October 2023, in alphabetical order.

SONOMA COUNTY
Major Employers

Employer Name	Location	Industry
Aabalat Fine & Rare Wines	Petaluma	Wineries (mfrs)
Amy's Kitchen Inc	Santa Rosa	Frozen Food Processors (mfrs)
Army National Guard Recruiter	Santa Rosa	Government Offices-State
Clover Sonoma	Petaluma	Dry Condensed/Evprtd Dairy Prod (mfrs)
County of Sonoma	Santa Rosa	Government Offices-County
County-Sonoma Trnsprtn-Pubc	Santa Rosa	Fire Departments
Fairmont Sonoma Msn Inn & Spa	Sonoma	Hotels & Motels
First Security Svc	Rohnert Park	Security Guard & Patrol Service
Freeman Toyota	Santa Rosa	Automobile Dealers-New Cars
Ghilotti Construction Co	Santa Rosa	Road Building Contractors
Kaiser Permanente Santa Rosa	Santa Rosa	Hospitals
Keysight Technologies Inc	Santa Rosa	Instruments-Measuring (mfrs)
Macy's	Santa Rosa	Department Stores
Medtronic	Santa Rosa	Physicians & Surgeons Equip & Supls-Mfrs
Mendocino Forest Products Co	Santa Rosa	Lumber-Wholesale
Petaluma Valley Hospital	Petaluma	Hospitals
Protransport-1	Cotati	Transportation Services
Santa Rosa Memorial Hospital	Santa Rosa	Hospitals
Santa Rosa Police Dept	Santa Rosa	Police Departments
Solairus Aviation	Petaluma	Aircraft Charter Rental & Leasing Svc
Sonoma County Office of Edu	Santa Rosa	County Government-Education Programs
Sonoma County Sheriff	Santa Rosa	Government Offices-County
Sutter Santa Rosa Regl Hosp	Santa Rosa	Hospitals
Walmart	Windsor	Department Stores
Walmart	Rohnert Park	Department Stores

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2024 1st Edition.

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Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income and the median household effective buying income for the City, the County, the State and the United States for the period 2020 through 2024.

CITY OF SANTA ROSA, SONOMA COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
Effective Buying Income
As of January 1, 2020 through 2024

Year	Area	Total Effective Buying Income (000s Omitted)	Median Household Effective Buying Income
2020	City of Santa Rosa	$5,715,357	$67,255
	Sonoma County	18,287,988	71,696
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Santa Rosa	$5,812,107	$68,855
	Sonoma County	18,458,339	73,196
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Santa Rosa	$6,684,891	$79,132
	Sonoma County	21,216,228	83,997
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Santa Rosa	$6,856,337	$80,795
	Sonoma County	20,942,065	84,761
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Santa Rosa	$7,023,193	$83,276
	Sonoma County	21,955,860	88,920
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876

Source: Claritas, LLC.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables.

Total taxable sales during the first quarter of calendar year 2023 in the City were reported to be $1,882,583,269, an 1.99% decrease over the total taxable sales of $1,920,823,732 reported during the first quarter of calendar year 2022.

CITY OF SANTA ROSA
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
Calendar Years	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	3,591	$2,932,744	6,412	$3,574,341
2019	3,607	2,861,880	6,502	3,545,346
2020	3,788	2,473,960	6,905	3,066,959
2021	3,340	3,089,986	6,126	3,759,439
2022	3,317	3,253,992	6,102	3,985,631

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first quarter of calendar year 2023 in the County were reported to be $5,730,783,344, a 3.01% decrease over the total taxable sales of $5,908,804,477 reported during the first quarter of calendar year 2022.

SONOMA COUNTY
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
Calendar Years	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	11,366	$6,778,629	21,096	$9,985,463
2019	11,392	7,096,111	21,498	10,059,482
2020	11,772	6,857,596	22,668	9,851,112
2021	10,288	8,029,093	20,305	11,381,459
2022	10,094	8,402,112	20,216	12,153,787

Source: State Department of Tax and Fee Administration.

Construction Activity

Provided below are the building permits and valuations for the City and the County for calendar years 2018 through 2022.

CITY OF SANTA ROSA
Total Building Permit Valuations
(Valuations in Thousands)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$722,634.2	$263,952.9	$58,674.6	$88,588.5	$76,443.2
New Multi-family	30,300.5	18,567.3	38,029.5	162,029.8	194,919.3
Res. Alterations/Additions	32,726.7	24,384.0	49,119.7	28,907.7	29,082.2
Total Residential	785,661.4	306,904.2	145,823.8	279,526.0	300,444.7
New Commercial	28,841.5	24,051.0	9,856.1	12,867.4	34,052.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	25,645.2	5,029.0	39,202.3	10,933.0	35,824.9
Com. Alterations/Additions	37,078.6	38,694.0	42,373.4	25,294.3	25,319.7
Total Nonresidential	91,565.3	67,774.0	91,431.8	49,094.7	95,196.6
New Dwelling Units					
Single Family	1,585	570	240	337	234
Multiple Family	120	163	213	924	969
TOTAL	1,705	733	453	1,261	1,203

Source: Construction Industry Research Board, Building Permit Summary.

SONOMA COUNTY
Total Building Permit Valuations
(Valuations in Thousands)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$1,071,852.3	$527,761.2	$259,578.5	$375,940.9	$9,518.5
New Multi-family	127,743.3	117,333.8	100,949.9	234,588.8	308,327.8
Res. Alterations/Additions	96,590.5	93,045.0	111,109.8	111,529.3	128,334.3
Total Residential	1,296,186.1	738,140.0	471,638.2	722,059	446,180.6
New Commercial	115,146.2	60,246.4	60,122.5	80,466.2	264,484.0
New Industrial	1,277.3	199.0	4,360.0	0.0	1,724.4
New Other	124,238.1	28,466.1	74,321.3	208,103.5	81,855.3
Com. Alterations/Additions	92,847.3	97,259.2	108,262.5	74,937.8	72,654.9
Total Nonresidential	333,518.9	186,170.7	247,066.3	363,507.5	420,718.6
New Dwelling Units					
Single Family	3,247	1,722	1,038	1,245	902
Multiple Family	1,057	1,056	778	1,262	1,461
TOTAL	4,304	2,778	1,816	2,507	2,363

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2023

Board of Trustees
Bellevue Union School District
3150 Education Drive,
Santa Rosa, California 95407

OPINION: $_____ Bellevue Union School District
(Sonoma County, California)
General Obligation Bonds, Election of 2020, Series C

Members of the Board of Trustees:

We have acted as bond counsel to the Bellevue Union School District (the "District") in connection with the issuance by the District of $_____ principal amount of Bellevue Union School District (Sonoma County, California) General Obligation Bonds, Election of 2020, Series C, dated the date hereof (the "Bonds"), under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), and a resolution adopted by the Board of Trustees of the District (the "Board") on November 14, 2023 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is a duly created and validly existing school district with the power to issue the Bonds, and to perform its obligations under the Bond Resolution and the Bonds.

2. The Bond Resolution has been duly adopted by the Board, and constitutes a valid and binding obligation of the District enforceable upon the District in accordance with its terms.

3. The Bonds have been duly authorized, executed and delivered by the District, and are valid and binding general obligations of the District.

4. The Board of Supervisors of Sonoma County is required to levy an *ad valorem* property tax upon the property in the District subject to taxation by the District, unlimited as to rate or amount, for the payment of principal of and interest on the Bonds.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted however that interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
BELLEVUE UNION SCHOOL DISTRICT
(Sonoma County, California)
General Obligation Bonds
Election of 2020, Series C

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "**Disclosure Certificate**") is executed and delivered by the Bellevue Union School District (the "**District**") in connection with the issuance and delivery of the captioned bonds (the "**Bonds**"). The captioned Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on November 14, 2023 (the "**Resolution**"). The Bank of New York Mellon Trust Company, N.A., as agent for Sonoma County, is initially acting as paying agent for the Bonds (the "**Paying Agent**").

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

"*Annual Report Date*" means the date not later than nine months after the end of each fiscal year of the District (currently March 31).

"*Dissemination Agent*" means, initially, Isom Advisors, a Division of Urban Futures, Inc., or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Official Statement*" means the final official statement executed by the District in connection with the issuance of the Bonds.

"*Paying Agent*" means the County of Sonoma, through its agent, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto.

"*Participating Underwriter*" means Raymond James & Associates, Inc., the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2024 with the report for the 2022-23 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District in a timely manner shall provide (or cause the Dissemination Agent to provide) notice to the MSRB, in an electronic format as prescribed by the MSRB, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, as follows:

(i) total assessed valuation of taxable properties in the District;

(ii) total assessed valuation of taxable properties of the top twenty taxpayers in the District;

(iii) property tax collection delinquencies for the District, but only if *ad valorem* taxes for general obligation bonds are not collected on the County's Teeter Plan and such information is available from the County at the time of filing the Annual Report; and

(iv) the District's most recently adopted budget available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the District.

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

(15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Bond Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2023

BELLEVUE UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (in this Appendix, the "Bonds"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

SONOMA COUNTY INVESTMENT POLICY AND REPORT

Bellevue Union School District

Agenda Item for Board Meeting of November 14, 2023

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of Resolution No 11: Child Care and Development Services Agreement and Designation of Authorized Signers for FY 2024-25

Prepared By: Chris J. Kim, Chief Business Official

Background:

Presented for consideration is an annual Resolution that certifies the approval of the Governing Board to enter into an agreement with the California Department of Social Services for the purpose of providing child care and development services in the upcoming fiscal year (FY 2024-25).

The Resolution likewise authorizes the Superintendent and the Chief Business Official as authorized contract signers for FY 2024-25.

Recommended Action:

It is recommended that the Board approve Resolution No 11 as presented.

Supporting Documents:

Resolution No 11: Child Care and Development Services Agreement and Designation of Authorized Signers for FY 2024-25

Continued Funding Application Documents for Fiscal Year 2024-25

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2024–2025. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2024–2025 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
Bellevue Union School District
authorizes that the person/s listed below, is/are authorized to sign the FY 2024–2025 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S
Michael Kellison	Superintendent
Chris J. Kim	Chief Business Official

PASSED AND ADOPTED THIS _____ day of _____ (month year), by the Governing Board of the Bellevue Union School DIstrict of Sonoma County, in the State of California.

I, _____, Clerk of the Governing Board of Bellevue Union School District, of Sonoma County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ _____
(Clerk's Signature) (Date)

Child Development Division
Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Bellevue Union Elem Sch Dist (7061)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Bellevue Union Elem Sch Dist (7061)** as of the date this certification was signed.

Kristina Sisseck 10/26/23

Program Director/Authorized Representative Signature Date Signed

Kristina Sisseck

Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Kristina Sisseck

Date Generated: 10/26/2023

Assigned CDD Consultant: Nancy DeArmond

Bellevue Union

County	Sonoma
District	Bellevue Union List of active district's schools
CDS Code	49 70615 0000000
District Address	3150 Education Dr. Santa Rosa, CA 95407-2764 Google Map
Mailing Address	3150 Education Dr. Santa Rosa, CA 95407-2764
Phone Number	(707) 542-5197
Fax Number	(707) 542-6127
Email	Information Not Available
Web Address	www.busd.org/
Superintendent	Michael Kellison Superintendent (707) 542-5197 Ext. 2 mkellison@busd.org
Chief Business Official	Chris Kim CBO (707) 542-5197 Ext. 8 ckim@busd.org
Status	Active
District Type	Elementary School District
Low Grade	K
High Grade	6
NCES/Federal District ID	0604380
CDS Coordinator (Contact for Data Updates)	Michael Kellison (707) 542-5197 Ext. 2 Request Data Update(s)
Last Updated	August 3, 2022

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the “Directory”), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education’s Accreditation and Quality Assurance web page.

FEDERAL CERTIFICATIONS

CO.8 (REV.06/20)

California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, “New restrictions on Lobbying,” and 45 CFR Part 76, “Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants).” The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

---

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d),(e), and (f).

B. The grantee shall insert in the space provided below the
site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

2014 Moraga Dr. Santa Rosa 95404
3223 Primrose Ave Santa Rosa 95407
1210 Bellevue Ave Santa Rosa 95407

☑ Check if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

FISCAL YEAR 2024-25

CONTRACTOR NAME

Bellevue Union Elementary School District

VENDOR ID NUMBER

7061

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Chris Kim, Chief Business Officer

SIGNATURE

DATE

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   Bellevue Union Elementary School District
2. Federal ID Number:
   58-2129727
3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
   Chris Kim, Chief Business Officer
5. Date Executed:

6. Executed in the County and State of:
   Sonoma

California Department of Education
Early Education Division
EED-3704B (Rev. 10/2022)

Form EED-3704B: Subcontract Certification

Contractor Name: Bellevue Union Elementary School District

Vendor Number: 7061

County: 49 Sonoma

Contract Type: California State Preschool Program (CSPP) Full-Day/Full-Year

Contract Maximum Reimbursable Amount (MRA): 1,911,891

Total Percentage of MRA Subcontracted: 100

Subcontractor #1

Subcontractor Legal Name:

Does this subcontractor also contract with EED? ◯ Yes ◯ No

Has your agency subcontracted with this agency before? ◯ Yes ◯ No

If yes, please list the name of the site in which subcontracted services will occur, including site address, service county, and the percentage of the contract MRA that will be subcontracted.

If no, please submit a Program Narrative Change to indicate this change. Refer to 5 *CCR* Section 17800 for subcontractor approval requirements.

Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1	Early Learning Center	2014 Moraga Drive Santa Rosa CA 95404	49 Sonoma	36%
2	Taylor Mountain	1210 Bellevue Ave Santa Rosa, CA 95407	49 Sonoma	30%
3	Bellevue	3223 Primrose Ave Santa Rosa, CA 95407	49 Sonoma	34%
4			Select County	

Subcontractor #2

Subcontractor Legal Name:

Does this subcontractor also contract with EED? ◯ Yes ◯ No

Has your agency subcontracted with this agency before? ◯ Yes ◯ No

If yes, please list the name of the site in which subcontracted services will occur, including site address, service county, and the percentage of the contract MRA that will be subcontracted.

If no, please submit a Program Narrative Change to indicate this change. Refer to 5 *CCR* Section 17800 for subcontractor approval requirements.

Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1			Select County	
2			Select County	
3			Select County	
4			Select County	

CERTIFICATION: By signing this certification, I, the authorized contractor representative, hereby certify, that all applicable state and federal rules and regulations with respect to the subcontracting of contract funds will be observed, that the information contained in this form is correct and complete to the best of my knowledge, and that all records related to subcontracting will be retained as required by applicable law.

Signature

Date

California State Preschool Program Fiscal Year 2024–25 Program Calendar

Contractor Name: Bellevue Union Elementary School District County: 49 Sonoma

Vendor Number: 7061 Contract Type: CSPP Program Type: Full-Day

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

July 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 ☑	2 ☑	3 ☑	4 ☐	5 ☑	6 ☐
7 ☐	8 ☑	9 ☑	10 ☑	11 ☑	12 ☑	13 ☐
14 ☐	15 ☑	16 ☑	17 ☑	18 ☑	19 ☑	20 ☐
21 ☐	22 ☑	23 ☑	24 ☑	25 ☑	26 ☑	27 ☐
28 ☐	29 ☑	30 ☑	31 ☑	N/A	N/A	N/A

August 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 ☑	2 ☑	3 ☐
4 ☐	5 ☑	6 ☑	7 ☑	8 ☑	9 ☑	10 ☐
11 ☐	12 ☑	13 ☑	14 ☑	15 ☐	16 ☐	17 ☐
18 ☐	19 ☑	20 ☑	21 ☑	22 ☑	23 ☑	24 ☐
25 ☐	26 ☑	27 ☑	28 ☑	29 ☑	30 ☑	31 ☐

September 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐
22 ☐	23 ☑	24 ☑	25 ☑	26 ☑	27 ☑	28 ☐
29 ☐	30 ☑	N/A	N/A	N/A	N/A	N/A

October 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 ☑	2 ☑	3 ☑	4 ☑	5 ☐
6 ☐	7 ☑	8 ☑	9 ☑	10 ☑	11 ☑	12 ☐
13 ☐	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐	19 ☐
20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☑	26 ☐
27 ☐	28 ☑	29 ☑	30 ☑	31 ☑	N/A	N/A

November 2024 Days of Operation 18

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 ☑	2 ☐
3 ☐	4 ☑	5 ☑	6 ☑	7 ☑	8 ☑	9 ☐
10 ☐	11 ☐	12 ☑	13 ☑	14 ☑	15 ☑	16 ☐
17 ☐	18 ☑	19 ☑	20 ☑	21 ☑	22 ☑	23 ☐
24 ☐	25 ☑	26 ☑	27 ☑	28 ☐	29 ☐	30 ☐

December 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐
22 ☐	23 ☑	24 ☐	25 ☐	26 ☑	27 ☑	28 ☐
29 ☐	30 ☑	31 ☑	N/A	N/A	N/A	N/A

January 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 ☐	2 ☑	3 ☑	4 ☐
5 ☐	6 ☑	7 ☑	8 ☑	9 ☑	10 ☑	11 ☐
12 ☐	13 ☑	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐
19 ☐	20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☐
26 ☐	27 ☑	28 ☑	29 ☑	30 ☑	31 ☑	N/A

February 2025 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 ☐
2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☑	8 ☐
9 ☐	10 ☑	11 ☑	12 ☑	13 ☑	14 ☑	15 ☐
16 ☐	17 ☐	18 ☑	19 ☑	20 ☑	21 ☑	22 ☐
23 ☐	24 ☑	25 ☑	26 ☑	27 ☑	28 ☑	N/A

March 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 ☐
2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☑	8 ☐
9 ☐	10 ☑	11 ☑	12 ☑	13 ☑	14 ☑	15 ☐
16 ☐	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐	22 ☐
23 ☐	24 ☑	25 ☑	26 ☑	27 ☑	28 ☑	29 ☐
30 ☐	31 ☑	N/A	N/A	N/A	N/A	N/A

April 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 ☑	2 ☑	3 ☑	4 ☑	5 ☐
6 ☐	7 ☑	8 ☑	9 ☑	10 ☑	11 ☑	12 ☐
13 ☐	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐	19 ☐
20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☑	26 ☐
27 ☐	28 ☑	29 ☑	30 ☑	N/A	N/A	N/A

May 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 ☑	2 ☑	3 ☐
4 ☐	5 ☑	6 ☑	7 ☑	8 ☑	9 ☑	10 ☐
11 ☐	12 ☑	13 ☑	14 ☑	15 ☑	16 ☑	17 ☐
18 ☐	19 ☑	20 ☑	21 ☑	22 ☑	23 ☑	24 ☐
25 ☐	26 ☐	27 ☑	28 ☑	29 ☑	30 ☑	31 ☐

June 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☐	20 ☑	21 ☐
22 ☐	23 ☑	24 ☑	25 ☑	26 ☑	27 ☑	28 ☐
29 ☐	30 ☑	N/A	N/A	N/A	N/A	N/A

Total Days of Operation: 244

EED Consultant Initials (For EED Use Only)
Date Approved by EED (For EED Use Only)

California State Preschool Program Fiscal Year 2024–25 Program Calendar

Contractor Name: Bellevue Union Elementary School District County: 49 Sonoma

Vendor Number: 7061 Contract Type: CSPP Program Type: Full-Day

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

July 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 ☑	2 ☑	3 ☑	4 ☐	5 ☑	6 ☐
7 ☐	8 ☑	9 ☑	10 ☑	11 ☑	12 ☑	13 ☐
14 ☐	15 ☑	16 ☑	17 ☑	18 ☑	19 ☑	20 ☐
21 ☐	22 ☑	23 ☑	24 ☑	25 ☑	26 ☑	27 ☐
28 ☐	29 ☑	30 ☑	31 ☑	N/A	N/A	N/A

August 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 ☑	2 ☑	3 ☐
4 ☐	5 ☑	6 ☑	7 ☑	8 ☑	9 ☑	10 ☐
11 ☐	12 ☑	13 ☑	14 ☑	15 ☐	16 ☐	17 ☐
18 ☐	19 ☑	20 ☑	21 ☑	22 ☑	23 ☑	24 ☐
25 ☐	26 ☑	27 ☑	28 ☑	29 ☑	30 ☑	31 ☐

September 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐
22 ☐	23 ☑	24 ☑	25 ☑	26 ☑	27 ☑	28 ☐
29 ☐	30 ☑	N/A	N/A	N/A	N/A	N/A

October 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 ☑	2 ☑	3 ☑	4 ☑	5 ☐
6 ☐	7 ☑	8 ☑	9 ☑	10 ☑	11 ☑	12 ☐
13 ☐	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐	19 ☐
20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☑	26 ☐
27 ☐	28 ☑	29 ☑	30 ☑	31 ☑	N/A	N/A

November 2024 Days of Operation 18

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 ☑	2 ☐
3 ☐	4 ☑	5 ☑	6 ☑	7 ☑	8 ☑	9 ☐
10 ☐	11 ☐	12 ☑	13 ☑	14 ☑	15 ☑	16 ☐
17 ☐	18 ☑	19 ☑	20 ☑	21 ☑	22 ☑	23 ☐
24 ☐	25 ☑	26 ☑	27 ☑	28 ☐	29 ☐	30 ☐

December 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐
22 ☐	23 ☑	24 ☐	25 ☐	26 ☑	27 ☑	28 ☐
29 ☐	30 ☑	31 ☑	N/A	N/A	N/A	N/A

January 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 ☐	2 ☑	3 ☑	4 ☐
5 ☐	6 ☑	7 ☑	8 ☑	9 ☑	10 ☑	11 ☐
12 ☐	13 ☑	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐
19 ☐	20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☐
26 ☐	27 ☑	28 ☑	29 ☑	30 ☑	31 ☑	N/A

February 2025 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 ☐
2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☑	8 ☐
9 ☐	10 ☑	11 ☑	12 ☑	13 ☑	14 ☑	15 ☐
16 ☐	17 ☐	18 ☑	19 ☑	20 ☑	21 ☑	22 ☐
23 ☐	24 ☑	25 ☑	26 ☑	27 ☑	28 ☑	N/A

March 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 ☐
2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☑	8 ☐
9 ☐	10 ☑	11 ☑	12 ☑	13 ☑	14 ☑	15 ☐
16 ☐	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐	22 ☐
23 ☐	24 ☑	25 ☑	26 ☑	27 ☑	28 ☑	29 ☐
30 ☐	31 ☑	N/A	N/A	N/A	N/A	N/A

April 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 ☑	2 ☑	3 ☑	4 ☑	5 ☐
6 ☐	7 ☑	8 ☑	9 ☑	10 ☑	11 ☑	12 ☐
13 ☐	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐	19 ☐
20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☑	26 ☐
27 ☐	28 ☑	29 ☑	30 ☑	N/A	N/A	N/A

May 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 ☑	2 ☑	3 ☐
4 ☐	5 ☑	6 ☑	7 ☑	8 ☑	9 ☑	10 ☐
11 ☐	12 ☑	13 ☑	14 ☑	15 ☑	16 ☑	17 ☐
18 ☐	19 ☑	20 ☑	21 ☑	22 ☑	23 ☑	24 ☐
25 ☐	26 ☐	27 ☑	28 ☑	29 ☑	30 ☑	31 ☐

June 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☐	20 ☑	21 ☐
22 ☐	23 ☑	24 ☑	25 ☑	26 ☑	27 ☑	28 ☐
29 ☐	30 ☑	N/A	N/A	N/A	N/A	N/A

Total Days of Operation: 244

EED Consultant Initials (For EED Use Only)
Date Approved by EED (For EED Use Only)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Bellevue Union Elementary School District	58-2129727

By (Authorized Signature)

Printed Name and Title of Person Signing

Chris Kim, Chief Business Officer

Date Executed	Executed in the County of
	Sonoma

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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
October Payroll Totals

Manual Payroll 10/17/2023	
Certificated	-
Classified	-
Total	-
Regular Payroll 10/31/2023	
Certificated	915,766.23
Classified	480,236.50
Total	1,396,002.73
Supplemental Payroll 11/9/2023	
Certificated	47,829.98
Classified	20,605.73
Total	68,435.71
Total:	1,464,438.44

Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1989243	10/11/2023	Corwin, Karen L	01-5200	Travel & Conference		423.92
1989244	10/11/2023	Anderson, Suzanne M	01-5200	Travel & Conference		155.29
1989245	10/11/2023	McMurtrie, Julie M	01-4310	Annual Classroom Reimbursement		300.00
1989246	10/11/2023	Kampmann, Tiffany M	01-5200	Travel & Conference		428.23
1989247	10/11/2023	Slayback, Kristine A	01-5833	LBC Show & Bus		472.90
1989248	10/11/2023	Whitaker, Tracy J	Cancelled	Avel Flight to ACSA Conference	296.00	*
				Math Conference	502.66	798.66 *
		Cancelled on 10/24/2023				
1989249	10/11/2023	Jacobson, Margaret	01-4310	Special Ed Supplies	70.02	
				Storage Bins & EL Intervention	85.22	
			01-4350	Office Supplies	95.21	
				Room Dividers	145.22	
			01-4390	ELOP Family Events	832.49	
			01-4397	Luncheon Staff	353.77	1,581.93
1989250	10/11/2023	Hackelman, Erica	01-4390	Volleyball Gear	767.99	
			01-5200	Travel & Conference	28.77	796.76
1989251	10/11/2023	Griffith, Sarah H	01-4310	Teacher Supplies		300.00
1989252	10/11/2023	Rivera, Griselda	01-5200	PD Conference		456.20
1989253	10/11/2023	Kellison, Michael J	01-4310	PrincipalAppreciation Week		139.37
1989254	10/11/2023	Spector, Stacy L	01-5860	PIP Credential For Teacher S.S		106.25
1989255	10/11/2023	Gonzalez, Stephanie M	01-4390	Shirts for Field Trip		224.31
1989256	10/11/2023	Advanced Security Systems-SR	01-5805	Service Call Repair & Replacement		920.59
1989257	10/11/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services	390.45	
			13-5800	OPEN PO: Linen Services CAFE	369.96	760.41
1989258	10/11/2023	Brady Industries	13-4390	OPEN PO: NON FOOD Supplies		242.69
1989259	10/11/2023	Buchanan Food Service	13-4710	OPEN PO :-BV Food SVC	791.93	
				OPEN PO: TM Food for Food Svc	161.44	
				OPEN PO: MV Food for Food Svc	639.89	1,593.26
1989260	10/11/2023	Clover Stornetta Farms Inc	13-4715	BV- Student Milk	756.00	
				KW- Student Milk	1,012.50	
				MV- Student Milk	2,135.60	3,904.10
1989261	10/11/2023	Coastline Distributors, Inc	13-4710	OPEN PO- BV - Fruit & Vegetable	302.50	
				OPEN PO- MV - Fruit & Vegetable	101.50	404.00
1989262	10/11/2023	Rick Dabney	13-5800	OPEN PO : HVAC Repairs		776.11
1989263	10/11/2023	Daylight Foods	13-4710	Fresh Food		1,007.35
1989264	10/11/2023	Discovery Office Systems	01-4344	Open PO: Service & Supplies		106.77
1989265	10/11/2023	DK Embroidery Inc	01-4390	VolleyBall Team Shirts		813.75

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Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1989266	10/11/2023	East Bay Restaurant Supply	01-5800	Freezer Storage		7,616.40
1989267	10/11/2023	ESGI, LLC	01-5845	ESGI Kinder Assessment Renewal		3,552.00
1989268	10/11/2023	Fishman Supply Co	01-4370	M&O; Custodial Supplies @ MV		2,165.10
1989269	10/11/2023	Food Equipment Repair Service	13-5800	Open PO-Food Equipment Repair		597.75
1989270	10/11/2023	Foundation for Educational Adm	01-5200	Superintendents Symposium		899.00
1989271	10/11/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		334.69
1989272	10/11/2023	Frontline Technologies	01-5840	Absence Management	600.00	
				Custom Virtual Session	600.00	1,200.00
1989273	10/11/2023	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply	1,061.94	
				OPEN PO MV Food Supply	5,431.87	
				OPEN PO TM Food Supply	2,718.37	
				OPEN PO: KS Food Supply	2,498.90	11,711.08
1989274	10/11/2023	GSM Landscape Architects Inc	21-9510	Schematic Design		9,040.00
1989275	10/11/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		1,703.50
1989276	10/11/2023	Interstate Battery System of Northbay	01-4380	Open PO-Intestate Battery		104.08
1989277	10/11/2023	Kelli Richardson	01-5200	Project Glad Training		5,750.00
1989278	10/11/2023	Laminator.com	01-4350	Laminating		460.07
1989279	10/11/2023	Language People	01-5803	OPEN PO Interpreting services		243.23
1989280	10/11/2023	Maria Gabriela Porter	01-5100	Speech Services: Preschool		17,241.91
1989281	10/11/2023	Mark Bradski	01-4390	School Science		250.00
1989282	10/11/2023	Myers FoodService Equip	01-5800	Kitchen Equipment /Smallware	110.08	
				Kitchen Equipment/Smallwares	886.15	996.23
1989283	10/11/2023	Office Depot Inc	01-4310	Office Supplies	68.08	
			01-4350	OPEN PO- District Office Supplies	197.37	265.45
1989284	10/11/2023	Pace Supply Corp Cust #02188-00	01-4380	Open PO-Pace Supply		70.43
1989285	10/11/2023	Primero Edge	01-5800	Scanner POS System		1,305.54
1989286	10/11/2023	Recology Sonoma Marin	01-5560	BUS BARN: -Garage		699.27
1989287	10/11/2023	Renaissance Learning	01-4310	DNA Workshop		2,500.00
1989288	10/11/2023	Revolution Foods PBC	13-5100	Meals 2023/2024		28,117.65
1989289	10/11/2023	Ridgeview Builders Inc	21-6200	MPR & Office Improvements		382,026.52
1989290	10/11/2023	Safari West	01-5833	Field Trip		1,028.00
1989291	10/11/2023	SHI International Corp	01-4440	OPEN PO: Varies Supplies/ Equipment		947.21
1989292	10/11/2023	Westminster Woods Camp and Conference Center	01-5833	Additional 6th grade attended camp		330.50
1990066	10/13/2023	Whitaker, Tracy J	01-5200	Avelo Flight to ACSA Conference		296.00
1990067	10/13/2023	Jacobson, Margaret	01-5200	Math Conference & Food Travel		502.66
1990068	10/13/2023	ALan S Cox Ameriprints	01-5862	OPEN PO: FingerPrint Service		520.00
1990069	10/13/2023	Buchanan Food Service	13-4710	OPEN PO: MV Food for Food Svc		30.50

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Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1990070	10/13/2023	City Of Santa Rosa Alarm Progr am	01-5805	M&O Burglary Alarm Fee		340.00
1990071	10/13/2023	Department of Industria Relations (Accounting)	01-5800	OPEN PO: MPR Lift Inspection		1,350.00
1990072	10/13/2023	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply	49.06-	
				OPEN PO MV Food Supply	2,919.60	
				OPEN PO TM Food Supply	2,810.43	5,680.97
1990073	10/13/2023	Hardware Tech Inc.	01-4380	Open PO- Maint Service all sites		440.00
1990074	10/13/2023	Lakeshore Learning	01-4310	K-1 SDC		514.38
1990075	10/13/2023	Presence Learning Inc	01-5100	Psychological & Speech		8,129.00
1990076	10/13/2023	Redwood Pediatric Therapy Asso	01-5100	Occupational & Physical 2023/2024		17,272.73
1990077	10/13/2023	School Specialty LLC	01-4310	3rd Classroom Supplies	38.55	
				Classroom Supplies	143.12	
				Classroom Supplies (Nora P)	173.57	
				Classroom Supplies: SPED	172.27	527.51
1990078	10/13/2023	TTF Solutions, LLC	01-5100	Behavior Services 2023/2024	4,640.00	
				Speech & School Psych Services	7,465.00	12,105.00
1990079	10/13/2023	Tim Gunderson Electric	01-5800	Electrical Infrastructure Upgrades		9,000.00
1990080	10/13/2023	US Bank	01-5800	District Credit Card		1,893.73
1990081	10/13/2023	Verizon	01-4344	OPEN PO: Support Internet Service		266.07
1990784	10/18/2023	AT&T Mobility	01-5911	Open PO for Emergency Phone # 8341		255.33
1990785	10/18/2023	California Dept Of Education	01-5821	Title III Funds		74,779.00
1990786	10/18/2023	Fishman Supply Co	01-4370	M&0: Custodial Supplies@BV	1,240.27	
				M&O: Custodial Supplies @ ELC	563.60	
				M&O; Custodial Supplies @ MV	227.95	2,031.82
1990787	10/18/2023	Great America Financial Svcs	01-5950	OPEN PO-Postbase 45 mail machine		136.56
1990788	10/18/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		132.84
1990789	10/18/2023	Pace Supply Corp Cust #02188-00	01-4380	Open PO-Pace Supply		201.95
1990790	10/18/2023	School Specialty LLC	01-4310	Classroom Supplies	172.11	
				Classroom Supplies 3-2nd Grade	166.10	
				School Wide Supplies	1,552.10	1,890.31
1990791	10/18/2023	SHI International Corp	01-4440	OPEN PO: Varies Supplies/ Equipment		1,578.68
1990792	10/18/2023	TTF Solutions, LLC	01-5100	Behavior Services 2023/2024	4,640.00	
				Speech & School Psych Services	7,835.00	12,475.00
1990793	10/18/2023	US Bank Equipment Finance	01-4344	Contract Number : 500-0683047-000		2,546.67
1990794	10/18/2023	Wyatt Irrigation Supply	01-4390	OPEN PO: M&O: Irrigation Supplies		316.26
1991585	10/20/2023	Mulligan-Hirsch, Susan E	01-4310	Ball for seating & Family Connection Food	47.94	
				Wagon	86.79	134.73
1991586	10/20/2023	Maram-Mccullough, Denise	01-4350	Various Events	89.90	

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Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1991586	10/20/2023	Maram-Mccullough, Denise	01-5200	Ed Partners Conference- Hotel	404.59	494.49
1991587	10/20/2023	Jacobson, Margaret	01-4390	Dia De Los Muertos Festival & ELOP		264.26
1991588	10/20/2023	Kellison, Michael J	01-4397	Leadership Team Breakfast		103.34
1991589	10/20/2023	Spector, Stacy L	01-5800	Cards, Flowers & Candies		74.31
1991590	10/20/2023	Baeza Calderon, Ramon	01-4350	Post It Pads		129.27
1991591	10/20/2023	RosevilleTermite & Pest Contro l	01-5800	OPEN PO :Pest Management Services		1,365.00
1991592	10/20/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services		480.67
1991593	10/20/2023	Advanced Reproduction Center	01-5832	Open PO-ARC- Copies 2023/2024		392.40
1991594	10/20/2023	AT & T	01-5911	Open PO CALNET3		24.67
1991595	10/20/2023	Development Group Inc	01-4342	Network Support Hours		2,500.00
1991596	10/20/2023	Discovery Office Systems	01-4344	Open PO: Service & Supplies		183.58
1991597	10/20/2023	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		120.05
1991598	10/20/2023	Gopher	01-4310	PE		2,043.57
1991599	10/20/2023	Greenacre Homes	01-5100	NPS : J.B		6,159.44
1991600	10/20/2023	Lozano Smith, LLP	01-5823	Open PO-Legal Fees 2023/2024		2,978.27
1991601	10/20/2023	North Bay Children's Center	12-5100	CSPP CDE Pre School		69,402.99
1991602	10/20/2023	Plumfield Academy	01-5100	NPS : G.V		4,841.80
1991603	10/20/2023	Redwood Pediatric Therapy Asso	01-5100	Occupational & Physical 2023/2024		1,211.35
1991604	10/20/2023	RGM Kramer Inc	21-6200	Exterior Freezer Project		370.00
1991605	10/20/2023	RGM Kramer Inc	21-6200	Extension Of Agreement/ Construction Mgmt Services		185.00
1991606	10/20/2023	Santa Rosa GroundWater	01-5800	Well Water Fees		312.00
1991607	10/20/2023	School Specialty LLC	01-4310	Classroom Supplies		54.24
1991608	10/20/2023	TTF Solutions, LLC	01-5100	Behavior Services 2023/2024	7,772.00	
				Speech & School Psych Services	13,990.00	21,762.00
1991609	10/20/2023	Twig Education Inc	01-4310	Science Curriculum		12,599.86
1992222	10/25/2023	Simpson, Natascha	01-5200	Conference Workshop Elk Grove		391.66
1992223	10/25/2023	King, Celeste E	01-4310	Classroom Reimbursement		300.00
1992224	10/25/2023	Ballard, Shelby L	01-4310	Classrrom Reimbursement		300.00
1992225	10/25/2023	Silva, Ellana Y	01-4310	Student Supplies		296.03
1992226	10/25/2023	Jacobson, Margaret	01-4397	Back to School Night	306.77	
				Safe School Ambassador PD	297.16	603.93
1992227	10/25/2023	Rivera, Griselda	01-4310	Classroom Reibursement 2023/2024		300.00
1992228	10/25/2023	Duncan, Mindy	01-5833	Safari West Field Trip		442.00
1992229	10/25/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services	284.99	
			13-5800	OPEN PO: Linen Services CAFE	279.74	564.73
1992230	10/25/2023	Brady Industries	13-4390	OPEN PO: NON FOOD Supplies		305.10
1992231	10/25/2023	Buchanan Food Service	13-4710	OPEN PO :-BV Food SVC	181.05	

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Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1992231	10/25/2023	Buchanan Food Service		OPEN PO: TM Food for Food Svc	608.56	
				OPEN PO: MV Food for Food Svc	181.05	970.66
1992232	10/25/2023	AT & T	01-5911	Open PO CALNET3		332.09
1992233	10/25/2023	Clover Stornetta Farms Inc	13-4715	BV- Student Milk	910.50	
				KW- Student Milk	1,046.50	
				MV- Student Milk	929.00	
				TM- Student Milk	1,273.00	4,159.00
1992234	10/25/2023	Daylight Foods	13-4710	Fresh Food		905.05
1992235	10/25/2023	DK Embroidery Inc	01-4390	Basketball Uniforms		2,690.80
1992236	10/25/2023	Environmental Pump Services, Inc.	01-5800	Open PO-Grease Trap Service		175.00
1992237	10/25/2023	TIAA Bank	01-4344	DO:Agreement For SF-5130 Account # 20415329-1		303.58
1992238	10/25/2023	Food Equipment Repair Service	13-5800	Open PO-Food Equipment Repair		515.81
1992239	10/25/2023	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply	16,238.64	
				OPEN PO MV Food Supply	3,278.90	
				OPEN PO TM Food Supply	8,617.02	28,134.56
1992240	10/25/2023	Jams Inc	01-5823	Mediation		5,000.00
1992241	10/25/2023	Myers FoodService Equip	13-4390	OPEN PO: Kitchen Supplies		379.54
1992242	10/25/2023	Office Depot Inc	01-4310	Student Supplies	187.88	
			01-4350	OPEN PO- District Office Supplies	68.25	
				SDC Supplies	255.27	511.40
1992243	10/25/2023	PG&E	01-5520	Open PO -PG & E 2023/2024		255.23
1992244	10/25/2023	Santa Rosa, City Of	01-5530	Open PO for Water bill KW	2,660.74	
				Open PO for Water bill TM	1,215.00	3,875.74
1992245	10/25/2023	School Specialty LLC	01-4310	Classroom Supplies		68.15
1992246	10/25/2023	SHI International Corp	01-4440	OPEN PO: Varies Supplies/ Equipment		105.97
1992247	10/25/2023	Westminster Woods Camp and Conference Center	01-5833	Outdoor Education		5,400.00
1992894	10/27/2023	Romo-Flores, Aracely	01-5200	Mileage Reimbursement Elk Grove CA		143.71
1992895	10/27/2023	Advanced Security Systems-SR	01-5805	Service Call Repair & Replacement		823.98
1992896	10/27/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services		195.68
1992897	10/27/2023	Advanced Reproduction Center	01-5832	Open PO-ARC- Copies 2023/2024		109.00
1992898	10/27/2023	Crisis Prevention Institute	01-5860	Membership		600.00
1992899	10/27/2023	Culligan of Sonoma County	01-4390	OPEN PO :Drinking Water 5 Gallon		118.45
1992900	10/27/2023	Employment Development Dept	01-9555	Confirmation NO 1-153-143-824	1,786.15	
				Letter ID : L1094506576 Acct ID 942-0503-6	288.90	
				Letter ID L1359586896 Acct ID 942-0503-6	2,729.58	4,804.63

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Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1992901	10/27/2023	Environmental Pump Services, Inc.	01-5800	Open PO-Grease Trap Service		325.00
1992902	10/27/2023	Fishman Supply Co	01-4370	M&O: Custodial Supplies @ TM		1,779.73
1992903	10/27/2023	Hardware Tech Inc.	01-4380	Open PO- Maint Service all sites		30.00
1992904	10/27/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		83.89
1992905	10/27/2023	Imagine Learning	01-4310	License		7,500.00
1992906	10/27/2023	Krista McAtee	01-4310	Math Development		700.00
1992907	10/27/2023	Oriental Trading Company Inc.	01-4350	Award		128.95
1992908	10/27/2023	Rags to Stitches	13-5800	Embroidery: Chef coat		25.00
1992909	10/27/2023	University of Oregon Educational and Community Supp	01-4310	Behavior Data Program		1,400.00
1992910	10/27/2023	S.L.I. C Co-op	13-5800	Annual Membership		250.00
1992911	10/27/2023	Santa Rosa, City Of	01-5530	Open PO for Water bill BV	923.72	
				Open PO for Water bill MV & LC	1,544.70	2,468.42
1992912	10/27/2023	School Specialty LLC	01-4310	Classroom Supplies (4th grade)	172.91	
				Classroom Supplies (Special Ed)	43.23	
				Classroom Supplies (Third grade)	302.58	518.72
1992913	10/27/2023	TTF Solutions, LLC	01-5100	Speech & School Psych Services		7,918.00
1992914	10/27/2023	Total School Solutions	01-9510	Accounting Support		2,687.50
1992915	10/27/2023	West County Transportation	01-5100	Open PO-Special Ed. Transportation		202,175.87
1993600	11/01/2023	Cuevas, Rosa	01-5201	SCOE SEIS Training		39.30
1993601	11/01/2023	Gomez, Maria T	01-5201	Oct 2023 Mileage		165.33
1993602	11/01/2023	Corrales, Erika	01-4397	Food		46.53
1993603	11/01/2023	Whitaker, Tracy J	01-5201	Legal Training		90.71
1993604	11/01/2023	Romo-Flores, Aracely	01-4310	Kraft Duo GLad	156.23	
				Materials for PD	436.85	
			01-4350	Desk/File Organizer & System	68.44	
			01-4397	DELAC PD and supplies	332.84	
				Pastries & Coffee Glad Training	643.38	
			01-5200	Conference Fees	914.47	
				Hotel fees CP3	823.77	3,375.98
1993605	11/01/2023	Rivera, Griselda	01-5200	Mileage Math Conference		140.17
1993606	11/01/2023	Castillejos, Miriam N	01-4310	Classroom Supplies		33.37
1993607	11/01/2023	Hernandez, Jasmine	01-4310	Classroom Supplies		102.17
1993608	11/01/2023	Aaction Rents	01-5600	Open PO: Rentals		1,313.30
1993609	11/01/2023	Anthony Sivillo	01-4390	Basketball	140.00	
				Basketball Fees	140.00	280.00
1993610	11/01/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services		284.99
1993611	11/01/2023	Environmental Pump Services, Inc.	01-5800	Open PO-Grease Trap Service		200.00

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ESCAPE ONLINE

Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1993612	11/01/2023	Fishman Supply Co	01-4370	M&O; Custodial Supplies @ KW		1,893.50
1993613	11/01/2023	Fun and Function	01-4310	Preschool		52.09
1993614	11/01/2023	Jose Alberto Arango Rodriguez	01-5200	PD		780.45
1993615	11/01/2023	Sally J Yates dba Kids Hear	01-5800	School Nursing 2023/2024		10,700.00
1993616	11/01/2023	Office Depot Inc	01-4350	Office & Playground	60.81	
				OPEN PO- District Office Supplies	99.80	160.61
1993617	11/01/2023	Lockbox Bartley Pump PMLLC	01-5800	Open PO -Bartley Pump		2,414.69
1993618	11/01/2023	Roberta Jue	01-5100	Speech and Language 2023/2024		5,750.00
1993619	11/01/2023	S.F. Opera Guild	01-5833	Opera		50.00
1993620	11/01/2023	School Services Of California	01-5200	Effective Supervision and Evaluation		315.00
1993621	11/01/2023	School Specialty LLC	01-4350	6th Grade Supplies		112.09
1993622	11/01/2023	SHI International Corp	01-4440	OPEN PO: Varies Supplies/ Equipment		126.73
1993623	11/01/2023	TTF Solutions, LLC	01-5100	Speech & School Psych Services		8,505.00
1993624	11/01/2023	Stephen Nielsen	01-5800	Consulting		1,665.00
1993625	11/01/2023	Taylor Mountain School	01-4390	Volleyball Refs		75.00
1993626	11/01/2023	The Standard Insurance Co	01-9578	CT 503007		9,524.64
1993627	11/01/2023	WEX BANK	01-4362	OPEN PO : Fuel Card		349.53
1994249	11/03/2023	ALan S Cox Ameriprints	01-5862	OPEN PO: FingerPrint Service		1,900.00
1994250	11/03/2023	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services		297.90
1994251	11/03/2023	AT & T	01-5911	Open PO CALNET3		139.44
1994252	11/03/2023	Fishman Supply Co	01-4370	M&0: Custodial Supplies@BV	25.12	
				M&O: Custodial Supplies @ TM	121.02	146.14
1994253	11/03/2023	Friedman's Home Improvement	01-4380	TM: OPEN PO for Supplies		56.92
1994254	11/03/2023	Kenneth Charles Schwinn	01-5800	Home Study Teaching		2,500.00
1994255	11/03/2023	On the Margins	01-5100	Trauma Prevention		5,000.00
1994256	11/03/2023	Paradigm Healthcare Services	01-5800	Medi-Cal Billing		253.96
1994257	11/03/2023	Pylon Communications LLC	01-5911	OPEN PO: IT: Telephone Service 2023/2024		3,008.64
1994258	11/03/2023	Marylou Herrera DBA Red Light Learning	01-5803	Translation Services		93.30
1994259	11/03/2023	Ridgeview Builders Inc	21-6200	MPR & Office Improvements		661,494.24
1994260	11/03/2023	Santa Rosa, City Of	01-5530	Open PO for Water bill TM		120.00
1994261	11/03/2023	School Specialty LLC	01-4310	Classroom Supplies (Third grade)	1,643.17	
				Student Supplies	13,980.94	
			01-4350	Office Supplies	1,634.14	
				School Wide Paper	21.19	17,279.44
1994262	11/03/2023	Total School Solutions	01-5800	Reissue Invoice # 18-4448	3,625.00	
				Reissue Invoice #18-4485	4,125.00	7,750.00
1994869	11/08/2023	Anderson, Suzanne M	01-4397	Various events		287.19

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

ESCAPE ONLINE

Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1994870	11/08/2023	Craig, Nina S	01-4350	Supplies	76.89	
			01-4390	Supplies	293.62	
			01-4397	Food	548.63	
			01-5200	Coherence Training	406.20	
				Mileage Reimbursement	143.00	1,468.34
1994871	11/08/2023	Spector, Stacy L	01-4350	Office Supplies		136.86
1994872	11/08/2023	RosevilleTermite & Pest Contro l	01-5800	OPEN PO :Pest Management Services		780.00
1994873	11/08/2023	Becoming Independent	01-5800	BUSD Shredding Services		80.00
1994874	11/08/2023	BFEOW	01-5823	OPEN PO: Legal Fees		4,146.32
1994875	11/08/2023	Buchanan Food Service	13-4710	OPEN PO: TM Food for Food Svc	272.28	
				OPEN PO: MV Food for Food Svc	629.07	901.35
1994876	11/08/2023	California's Valued Trust	01-9578	Coverage for NOV 2023		217,110.98
1994877	11/08/2023	Castino Restaurant Equipment & Supply, Inc.	13-4390	TM: Open PO Food Service Smallware		530.72
1994878	11/08/2023	Clover Stornetta Farms Inc	13-4715	BV- Student Milk	892.50	
				KW- Student Milk	1,029.50	
				MV- Student Milk	808.50	
				TM- Student Milk	1,046.00	3,776.50
1994879	11/08/2023	Crisp Imaging	01-5840	Scanning		11,031.92
1994880	11/08/2023	Department Of Justice Accounting Office Cashier Unit	01-5862	Open PO for DO- Fingerprinting		1,322.00
1994881	11/08/2023	Dragonfly Foward LLC	01-5200	PD		3,950.00
1994882	11/08/2023	ESP & Alarm Inc.	01-5805	Open PO BV Monthly Patrols	375.00	
				Open PO TM Monthly Patrols	375.00	750.00
1994883	11/08/2023	Fishman Supply Co	01-4370	M&O; Custodial Supplies @ MV		2,028.20
1994884	11/08/2023	Fun and Function	01-4310	SDC		43.35
1994885	11/08/2023	Golden State Electric	01-5800	Electrical General Services		2,093.45
1994886	11/08/2023	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		240.30
1994887	11/08/2023	Jocelyn Mitchelmore	01-4310	GLAD Demo		14,500.00
1994888	11/08/2023	Maria Gabriela Porter	01-5100	Speech Services: Preschool		16,807.24
1994889	11/08/2023	Medical Electronic Devices & Instrumentation	01-4390	Nurse Medical		156.94
1994890	11/08/2023	More Prepared	01-4390	Emergency Supplies		12,526.98
1994891	11/08/2023	Office Depot Inc	01-4350	ELC Supplies	484.70	
				Yard Supervision	146.36	631.06
1994892	11/08/2023	Regina Rosenzweig	01-4310	GLAD Demo & Training		14,500.00
1994893	11/08/2023	Thomsen Inspection Services	21-6200	Demolition & Construction		18,000.00
1994894	11/08/2023	Roy's Sewer Service Inc	01-5800	OPEN PO: Sewer & Storm		675.00

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

ESCAPE ONLINE

Checks Dated 10/11/2023 through 11/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1994895	11/08/2023	School Services Of California	01-5200	PD: RIF		315.00
1994896	11/08/2023	School Specialty LLC	25-5800	Special Ed Chairs		774.04
1994897	11/08/2023	TTF Solutions, LLC	01-5100	Behavior Services 2023/2024	4,640.00	
				Speech & School Psych Services	7,355.00	11,995.00
1994898	11/08/2023	Wyatt Irrigation Supply	01-4390	OPEN PO: M&O: Irrigation Supplies		179.20
1994899	11/08/2023	ZOOM Video Comm Inc	01-5840	Annual Subscription		6,035.11
ACH-00035039	10/31/2023	Lilia Perez-Delgado	Cancelled			2,363.42 *
		Cancelled on 11/02/2023				
				Total Number of Checks	**224**	**2,172,063.91**

	Count	Amount
Cancel	2	3,960.74
Net Issue		2,168,103.17

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	191	932,040.59
12	Child Development Fund	1	69,402.99
13	Cafeteria Fund	25	95,568.45
21	Building Fund	6	1,071,115.76
25	Capital Facilities Fund	1	774.04
	Total Number of Checks	**222**	2,168,901.83
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**2,168,901.83**

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.

Bellevue Union School District
November 14, 2023

7. Consent Calendar

7.1. Board Meeting Minutes
7.1.1. Regular Board Meeting Minutes October 17, 2023
7.2. Contracts
7.2.1. Aeries Communications - ParentSquare
7.2.2. Seesaw Renewal
7.2.3. Verkada Alarm Monitoring
7.2.4. Incident IQ Asset Management and Helpdesk
7.3. Acknowledge and Accept Grants & Donations
7.3.1. Trader Joes: 150 Haunted Cookie House Kits ($1,500), Taylor Mountain
7.4. Interdistrict Requests 2023-24
7.5. Board Personnel Transaction Form

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

Supporting Documents:
Backup documentation for each item on the Consent Calendar.

Bellevue Union School District
Board Meeting
Tuesday October 17, 2023
Sign-in Sheet

	Name	School Site/Community Member
1	Stacy Spector	BUSD/ITR
2	Tracy Whitaker	DO/Student Svcs
3	Chris Kim	BUSD/CBO
4	Aracely Reyes	DO/LC
5	Margaret Jacobson	TK
6	Denise McCullough	KS
7	Nina Cruz	BV
8	Bill Jered	DO
9	Lan Maner	MV
10		
11		
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21		
22		

BUSD October 17, 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 5:33 pm by Adele Walker, Trustee, in person at the Bellevue Union School District Office.

   1.1. Call To Order 5:33 P.M.

   1.2. Public Comment on Closed Session Agenda N/A

2. Adjourn to Closed session 5:33 P.M.

   2.1. Closed Session Agenda
   - 2.1.1. Consideration of Student Matter – Confidential Matter Involved §35146
     Interdistrict Attendance Permit Appeal
   - 2.1.2. Public Employment §54957
     - 2.1.2.1. Leave of Absence
   - 2.1.3. Conference with Labor Negotiator §54957.6
     - 2.1.3.1. 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 6:39 P.M.

   3.1. Flag Salute: Margaret Jacobson led the flag salute.

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

   Members Absent: None

   Late Arrivals: Lisa Reyes

   Early Departures: None

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

   Others Present: See Sign in

   3.2. Report on Closed Session: Interdistrict Appeal Denied
   Unpaid Leave Request Denied

   3.3. Consider Agenda Adjustment: 6.5 MOU updated with signatures

4. Public Comment:

Kestrel Levitis - Need for School Libraries
Dan Levitis - Parent Organization - La Familia de Kawana Springs
Samantha Carranza - Complaint: District Employee

5. Information

5.1. Human Resources Annual Report, Stacy Spector, Director of Human Resources
5.2. Education Services Report, Aracely Romo-Flores, Director of Education Services
5.3. Social Emotional Learning Grant Update, Tracy Whitaker, Director of Student Services

6. Action

6.1. On a motion by Jamie Padilla, second by Irene Rosario, the Board approved Resolution No: 8 Proclaiming the Second Monday of October As Indigenous Peoples' Day

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

6.2. On a motion by Irene Rosario, second by Adele Walker, the Board approved Resolution No: 9 Proclaiming November 2023 as Native American Heritage Month

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

6.3. On a motion by Adele Walker, second by Nikigiovonie Rogers, the Board approved the Memorandum of Understanding Between Bellevue Union School District and Bellevue Education Association Regarding Substitute Coverage

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

6.4. On a motion by Nikigiovonie Rogers, second by Irene Rosario, the Board approved the Memorandum of Understanding Between Bellevue Union School District and First 5 County Commission Regarding First 5 Futures College Savings Account Program

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

6.5. On a motion by Jamie Padilla, second by Irene Rosario, the Board approved the Memorandum of Understanding Between Bellevue Union School District and North Bay Children's Center

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

6.6. On a motion by Adele Walker, second by Jamie Padilla, the Board approved the Williams Quarterly Uniform Complaint Report Summary (July 1-September 30, 2023)

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

6.7. Ratification of Bills and Warrants

Payroll Totals

Manual Payroll 09/15/2023

Certificated	-
Classified	1,701.27
	1,701.27

Regular Payroll 09/29/2023

Certificated	914,986.43
Classified	483,070.00

Total	1,398,056.43

Supplemental Payroll 10/10/2023

Certificated	36,637.09
Classified	19,520.34
	56,157.43

Total:	1,455,915.13

Accounts Payable Totals:

Fund Description	Expensed Amount
01 General Fund	1,075,512.04
13 Cafeteria Fund	80,981.94
21 Building Fund	776,597.06
25 Capital Facilities Fund	3,602.50
Total Payables	$1,936,693.54

On a motion by Adele Walker, second by Jamie Padilla, the Board ratified the Bills and Warrants.

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

7. Consent Calendar

7.1. Contracts
- 7.1.1. Girls on The Run North Bay
- 7.1.2. Fagen, Friedman and Fulfrost LLC (F3 Law) Agreement for Legal Services

7.2. SCOE & Bellevue USD MOU re Background Checks for SCOE Employees to Volunteer

7.3. Board Minutes
- 7.3.1. Special Board Meeting Minutes October 10, 2023
- 7.3.2. Regular Board Meeting Minutes September 12, 2023

7.4. Donations/Grants
- 7.4.1. IDEX Health and Science: Kids in Need Foundation, Backpacks and School Supplies for every student, Bellevue
- 7.4.2. DonorsChoose: Shirts for 6th grade, 60 Shirts to tie-dye, $330, Bridges, Bellevue
- 7.4.3. DonorsChoose: Fueling our Bodies, individually wrapped snacks, $484, Bridges, Bellevue
- 7.4.4. CA Ag in the Classroom: Taste and teach, Gift card to purchase a fresh produce item of the month for students to taste and learn about. In October we learned about CA tomatoes, $100, Bridges, Bellevue
- 7.4.5. DonorsChoose: Read, Read, Read!, Classroom books- 4th grade library collections, $733, Griffith, Bellevue

7.4.6. DonorsChoose: Type, Print, Publish!, Color printer and extra toner, $697, Griffith, Bellevue

7.4.7. DonorsChoose: Work: Flexible and Organized!, 4 flexible stadium seats, small mailbox organizer, $349, Griffith, Bellevue

7.4.8. DonorsChoose: A Love of Reading: The BFG, Supposed to be a class set of BFG, but out of stock. Instead: class set Island of the Blue Dolphins, $575, Griffith, Bellevue

7.5. Board Personnel Transaction Form

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

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

8. Reports

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

8.2. Bellevue Education Association

N/A

8.3. Principal Reports

Margaret Jacobson, Taylor Mountain Principal, shared:

Good evening members of the Board, Superintendent Kellison, and District Community Members,

The first trimester ends in less than 3 weeks. And, boy, have we been busy!
Small group literacy intervention, classroom guided reading groups, and after school intervention groups are well underway. A variety of district assessments, including the Diagnostic Reading Assessment, have guided the formation of student groups. Over the next several weeks teachers in grades 1- 4 will reassess their students using the DRA to inform instruction as we launch the 2nd trimester.

Last week, all classroom teachers participated in a professional development session focused on math, in particular: Number Talks. Principals will debrief with staff at site-level meetings this week and begin implementing the powerful and effective teaching practice that promotes students' mathematical thinking.

All 2nd and 3rd grade teachers will participate in GLAD demo lessons next week. We are looking forward to moving to the implementation phase of these powerful instructional strategies that will further support our EL learners!

Office staff and principals are working with our district Family Engagement Facilitator each week in an effort to decrease chronic absenteeism. Together we are increasing parent contact to educate families on the importance of school attendance, identify attendance barriers, and problem solve with families to improve their child's attendance. We are also informing families about the SART and SARB process.

Our campuses are offering many diverse experiences for our students. Here are some highlights of our current enrichment opportunities:

- Marimbas have been sent home this week and last with every 4th and 5th grader student in our district.
- 4th - 6th grade girls are about half-way through their volleyball season. Boys are anxious to begin basketball practice before the end of the year.
- Our Safe School Ambassador programs for students in grades 4-6 are up- and running. The program harnesses the power of students to stop bullying and mistreatment.
- Student Councils are active on every campus.
- Farm to School Garden Grants (through NCOE) are providing monthly garden lessons to grade levels across the district.
- The Sonoma County Library's BiblioBus has begun making campus visits and hosting read-alouds and student book check-outs.
- Campus communities are planning Halloween costume parades, fall festivals, Dia de los Muertos celebrations, and Trunk-or-Treat activities which will take place over the next few weeks.

Our campuses are filled with amazing student learning and community engagement experiences. We are grateful for our teams and the support we have in our district. Happy fall, everyone!

8.4. Board Reports/Board Items

8.4.1. Correspondence

Nikigiovonie Rogers shared she chaperoned at Outdoor Ed. She said "As a parent you hear all about test scores when you're looking for a school, but we're investing in this experience for our students. I hiked with the students and did activities with the students and what I witnessed test scores don't capture. I want to send every parent and teacher a thank you card. I could totally see and I know it shines throughout the district how much the students are loved and cared for and I know test scores don't show that. The students are brave enough to speak, like Kestrel did tonight, and they're brave enough to climb that tree at outdoor ed. I saw leadership and "I know I can't, but I'm going to try anyway" and at the end they were together. I want to thank the district for paying for this opportunity for all our kids."

Jamie Padilla: "Always thank you. We appreciate each and everyone."

Lisa Reyes: 'My grandson asked me about school libraries the other day. Maybe it is something we should look into. About the soccer poles, we need to make sure we've looked at the safety of

the field and gopher holes, I know we've had that issue before. It's important to listen when parents come and speak out. How are we paying for outdoor ed?"

Adele Walker mentioned that all of her kids went to outdoor ed and they still talk about it. "Doing it earlier in the school year makes the students closer as a class and a grade for the entire year. BUSD has a long tradition of doing outdoor ed, my daughter is 42! Thank you!"

Irene Roasrio said "we need to listen to our parents, but also our teachers and staff. The school board is not going to go after people. I also went to camp at Bellevue and my kids did too!"

8.5. Superintendent Report
- 8.5.1. Enrollment Update
- 8.5.2. Cool School Updates

Superintendent Kellison shared:

We are quickly approaching the end of the first trimester of the school year. Soon, teachers and parents will come together to hold parent teacher conferences and discuss progress made by our students so far this year. This is a great opportunity for staff and families to make connections and to develop a strong partnership focused on student growth and achievement. Conferences will be held the week of November 3-17, 2023.

State of the District

- **Community Engagement:** We want to hear from our community. Over the next few months, we will be sending out surveys to our community to gather feedback that will be used to develop the next set of goals and services for our Local Control Accountability Plan (LCAP). Additionally, we will conduct in-person information gathering sessions to hear what programs our staff and families would like to see in our district.
- **Bond Projects and Facilities Planning:** The Bellevue Union School District community passed Measure C in 2020. As a result of this, the District has been able to invest in large-scale facilities projects to modernize and improve existing facilities. The most notable project identified in the bond was the construction of a new Multi-Purpose Room at Kawana Springs Elementary School. This project is nearing completion and we anticipate opening the MPR and administrative offices in the late Winter/early Spring of 2024. In addition to this project the District will be focusing on the modernization of classroom interiors, improvement of playground equipment and fields, as well as landscaping and water efficiency improvements. We appreciate our community's support of our schools and are grateful for their investment in our facilities district-wide.
- **Developing Community Partners:** The greater Bellevue community is undergoing significant growth and development. We are seeing a large investment in housing units within our district boundaries. As a result of this growth, we have been working to plan for our future. This includes developing partnerships with the city and county governments as well as those nonprofits serving residents living in our community. This approach will allow us to ensure that our students and their families have easier access to resources and will provide them with opportunities to ensure that their voices are heard.

In closing, our community is strong. It is strong because we work together. By working together we can overcome all obstacles that we may face and we can lean on one another when we need support. We can focus on building each other up so that we can all experience success. Our theme this year is Together/Juntos. I can think of no better way to be.

With great pride.
Submitted by: Michael Kellison, Superintendent

9. Planning

November 14, 2023	Regular Board Meeting	5:30 pm	**BUSD District Office** 3150 Education Drive

10. Return to Closed session at 8:00pm

11. Board Meeting/Closed Session Adjournment Time: 9:23 pm

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature:_____ Date: _____

DocuSign Envelope ID: 7C21B165-D783-44B2-93ED-982D3B1FE4B4

Quotation

770 The City Drive South
Orange, CA 94118
US

Prepared by: Brandon Cruz
Phone: (888) 487-7555
Email: brandonc@aeries.com

Terms: Net 30

Quote Date: 10/17/2023
Quote Number: Q-02169
Expiration Date: 1/15/2024

Prepared for: Bellevue Union Elementary School District
Phone: (707) 542-5197
Email: mkellison@busd.org

Bill to: Bellevue Union Elementary School District
Attn: Michael Kellison
Address: 3150 Education Dr.
Santa Rosa, CA 95407

Aeries Communications

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Communications	1,600	$6.00	12/1/2023	6/30/2024	$5,600.00
Configuration of Aeries Communications	1	$1,500.00	12/1/2023		$1,500.00
				Aeries Communications TOTAL:	$7,100.00

*See attached Scope of Work

Purchase Instructions:

Please email your signed purchase order to the sales representative listed above, or to sales@aeries.com

One-time services will be invoiced immediately.
Subscription services will be invoiced on the start date listed above.
Net 30

Company Address 548 Market St.
PMB 98963
San Francisco, CA 94104
United States

Please send any billing questions to ar@seesaw.me

Bill To Name Bellevue Union School District
Created Date 10/18/2023
Expiration Date 10/31/2023
Order Number 00062503

Contract Summary

Contract Start Date 11/1/2023
of Students 347.00
Total Price USD 2,498.40
Tax USD 0.00
Grand Total USD 2,498.40

Contract End Date 10/31/2024
Additional Notes Computer Science (list price $2.40) is being provided at a 100.00% discount.

For non-US customers only:

Do you have a VAT/GST registration number or equivalent?
_____

If yes, enter registration number here: _____

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Computer Science	347.00	USD 0.00	USD 0.00	11/1/2023
Seesaw - District	347.00	USD 7.20	USD 2,498.40	11/1/2023

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name:_____ Email: _____

Title:_____ Phone: _____

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name:_____ Email: _____

Title:_____ Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name:_____ Email: _____

Title:_____ Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name:_____ Email: _____

Title:_____ Phone: _____

School Address

Address:_____ City:_____

State:_____ Zip / Post Code:_____

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at https://web.seesaw.me/msa unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: _____ Date: _____

Company: _____ Title: _____

Email: _____ PO Number (if required):_____

Accepted By:_____

Seesaw Signature

Name: _____

Company: _____

Accepted By: _____

Date: _____

Pricing Proposal
Quotation #: 24080857
Created On: 10/19/2023
Valid Until: 10/31/2023

CA-Bellevue Union Elementary School District

Ryan Green
3150 Education Drive
Santa Rosa, CA 95407
United States
Phone: (707) 542-5197
Fax:
Email: rgreen@busd.org

Senior Inside Account Executive

Francesca Lima
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-652-3092
Fax: 732-652-3099
Email: Francesca_Lima@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	10-Year Standard Alarm License Verkada - Part#: LIC-BA-10Y	4	$10,484.00	$41,936.00

Subtotal	$41,936.00
Shipping	$0.00
*Tax	$0.00
Total	$41,936.00

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Pricing Proposal
Quotation #: 24080805
Created On: 10/19/2023
Valid Until: 10/31/2023

CA-Bellevue Union Elementary School District

Ryan Green
3150 Education Drive
Santa Rosa, CA 95407
United States
Phone: (707) 542-5197
Fax:
Email: rgreen@busd.org

Senior Inside Account Executive

Francesca Lima
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-652-3092
Fax: 732-652-3099
Email: Francesca_Lima@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Incident-IQ Launchpad Onboarding INCIDENT IQ LICENSING - Part#: IIQ-9000	1	$1,641.50	$1,641.50
2	Incident-IQ Base Platform Subscription with Assets INCIDENT IQ LICENSING - Part#: IIQ-2000	1	$3,214.50	$3,214.50
3	Incident-IQ Ticketing Add-on Current Site Lic Addon 1yr English Incident IQ - Part#: IIQ-6100	1	$2,317.60	$2,317.60

Subtotal	$7,173.60
Shipping	$0.00
*Tax	$0.00
Total	$7,173.60

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

School Year	GR	District of	District	School Requested	Reason	Incoming	Recommendat	Date of	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	K	Piner Olivet	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	TK	SRCS	Bellevue	Kawna Springs	Dual Immersiion	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	6	Bellevue	SRCS	Lincoln	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	Bellevue	SRCS	Lincoln	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	Bellevue	Roseland	Sheppard	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	TK	CRPUSD	Bellevue	Kawana Springs	Dual Immersion	Incoming	Denied	11/14/2023	06/30/2028	Grade level space impacted
2023-24	2	Bellevue	SRCS	Brook Hill	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	4	Bellevue	SRCS	Brook Hill	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	4	SRCS	Bellevue	Taylor Mountain	Other schools aren't meeting student needs	Incoming	Denied	11/14/2023	06/30/2028	Program Capacity
2023-24	4	Bellevue	Roseland	Sheppard	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	K	Wright	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	TK	SRCS	Bellevue	Kawna Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	4	Roseland	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	Roseland	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	2	Roseland	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	TK	Bellevue	SRCS	Hidden Valley	Sibling w/ IDT	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	1	Gravenstein	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	5	SRCS	Bellevue	Meadiw View	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	TK	Rincon Valley	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	5	SRCS	Bellevue	Bellevue	Bullying in District of Residence	Incoming	Denied	11/14/2023	06/30/2028	Behavior
2023-24	TK	Bellevue	Wright	RL Stevens	Sibling w/ IDT	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	5	Bellevue	Wright	RL Stevens	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	K	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	K	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	TK	Roseland	Bellevue	Meadow View	Childcare	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	Bellevue	CRPUSD	Marguerite Hahn	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	TK	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Denied	11/14/2023	06/30/2028	Impacted Program
2023-24	K	Bellevue	Roseland	Sheppard	Childcare - Not Family	Outgoing	Denied	11/14/2023	06/30/2028	
2023-24	6	Bellevue	Roseland	Sheppard	Childcare by family - tia	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	2	Bellevue	Bennett Valley	Yulupa	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	K	Bellevue	CRPUSD	John Reed	Childcare by family - tio	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	5	CRPUSD	Bellevue	Meadow View	Childcare	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	5	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	2	Bellevue	CRPUSD	La Fiesta	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	2	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	K	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	K	Bellevue	CRPUSD	Evergreen	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	5	Bellevue	CRPUSD	Evergreen	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	K	Roseland	Bellevue	Bellevue	Sibling w/ IDT	Incoming	Approved	11/14/2023	06/30/2028	

School Year	GR	District of	District	School Requested	Reason	Incoming	Recommendat	Date of	Expires	Notes
2023-24	3	Bellevue	SRCS	Hidden Valley	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	Rincon Valley	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Denied	11/14/2023	06/30/2028	Impacted Programs
2023-24	3	Bellevue	CRPUSD	John Reed	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	4	Bellevue	Bennett Valley	Strawberry	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	TK	Bellevue	SRCS	Brook Hill	Childcare by family - tia	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	5	Bellevue	Wright	JX Wilson	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	SRCS	Bellevue	Bellevue	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	3	Bellevue	SRCS	Helen Lehman	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	K	Bellevue	SRCS	Helen Lehman	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	2	CRPUSD	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	K	CRPUSD	Bellevue	Meadow View	Continuing Student CALPADs verified	Incoming	Denied	11/14/2023	06/30/2028	Impacted Programs
2023-24	1	CRPUSD	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	TK	Bellevue	Liberty	Liberty	Employment Related Verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	K	Bellevue	Liberty	Liberty	Employment Related Verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	3	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	5	Bellevue	Petaluma	McDowell	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	1	Bellevue	Petaluma	McDowell	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Meadow View	No Space at Bellevue	Incoming	Denied	11/14/2023	06/30/2028	TK-1 grade levels full district wide
2023-24	1	Bellevue	Petaluma	McDowell	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	TK	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	2	Bellevue	Twin Hills	Apple Blossom	Childcare Family verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	6	Bellevue	Mark West	Mark West	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	1	Bellevue	CRPUSD	Richard Crane	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	K	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	Bellevue	Roseland	Sheppard	Childcare Family verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	4	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	6	Roseland	Bellevue	Meadow View	Complete Final Year	Incoming	Approved	11/14/2023	06/30/2028	
2023-24	6	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	KN	Bellevue	Roseland	Roseland	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	KN	Bellevue	CRPUSD	Richard Crane	Continuing Student CALPADs verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	KN	Bellevue	Roseland	Sheppard	Childcare Family verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	3	Bellevue	Roseland	Sheppard	Childcare Family verified	Outgoing	Approved	11/14/2023	06/30/2028	
2023-24	1	SRCS	Bellevue	Kawana Springs	Dual Immersion	Incoming	Approved	11/14/2023	06/30/2028	

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**	**Total FTE**	**Years of Service (Res/Ret/Ter**
CLASSIFIED																		
Change in Assignment	10/23/2023	Guerrero	Erika	2811	TMNT	263	Student Supervision	0.5	4	Perm	TMNT	543	Student Supervision	0.625	5	Perm	0.625	
New Hire/TEMP	11/6/2023	Kesler	Rita	2670							DIST	285	Interim Food Service Manager	0.625	5	NA	0.62500	
New Hire	11/13/2023	Boaz	Marisa	2890							ELC	433	SDC IA	0.625	5	Prob	0.62500	
New Hire	11/7/2023	Dagio	Danna Paoloa	2889							BELL	572	SDC IA	0.75	6	Prob	0.75000	
New Hire	10/16/2023	Ramirez Gonzalez	Maria Vivdiana	2885							MEAD	239	Student Supervisor	0.5	4	Prob	0.50000	
New Hire	10/19/2023	Vargas Lopez	Maria del Socoro	2886							TMNT	263	Student Supervisor	0.5	4	Prob	0.50000	
New Assignment	11/7/2023	Loyola	Shana	2860	TMNT	534	Instructional Assistant	0.75	6	Perm	TMNT	296	Student Supervisor	0.0625	30	Prob	6.5	
Resignation	10/26/2023	Bailon-Vinagre	Patsy A	2720	ELC	433	SDC IA	0.625	5	Perm								
Resignation	10/31/2023	Perez-Delgado	Lilia	2864	KAWA	502	Literacy Paraprofessional	0.5	4	Prob								
Resignation	10/27/2023	Rivera	Rebecca	2786	BELL	538	SDC IA	0.625	5	Perm								
Resignation	11/3/2023	Wong	Lynn	2728	DIST	285	Food Services Manager	0.625	5	Perm								
Transfer	11/3/2023	Aquino	Alexa	2783	MEAD	536	SDC IA	0.75	6	Perm	TMNT	461	RSP IA	0.75	6	Prob	0.75000	
Transfer	10/27/2023	Juarez	Maria	2797	TMNT	543	IA	0.0625	30	Perm	TMNT	543	Student Supervisor	0.5	4	Perm	0.50000	
CERTIFICATED																		
Leave of Absence	12/11/2023	Gopar Carreno	Lizette	2745	KAWA	291												

BELLEVUE UNION SCHOOL DISTRICT

Current (TOTAL) Enrollment Including ALL TK Enrollment + Home Study Program

School	8/14/23	9/7/23	October	November	December	January	February	March	April	May	June
Bellevue	395	409	407	406							
Kawana	327	318	316	321							
Meadow View	414	420	424	422							
Taylor Mountain	451	463	456	457							
Total Enrollment	**1587**	**1610**	**1603**	**1606**	**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**
% Attendance to CalPADS Enrollment	*94.61%*	*96.01%*	*92.34%*	*91.07%*	*91.23%*	*93.85%*	*89.62%*	*84.47%*	*93.67%*		
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: *11/9/23*

OCTOBER 2023

BELLEVUE COOL SCHOOL

NEWSLETTER



A Look Back At October:

Our first and second grade T-ball team played a tournament at Southwest Park! COOL Sports basketball is coming up next.

All of our classes celebrated Dia de los Muertos with various learning activities and art projects!

Our third graders and their TK/Kindergarten Bulldog Buddies made their own bubble wands (pictured below)



Looking Ahead:

November 10th - No School!

November 13th -17th Early Release (3pm pickup ALL week)

November 20th - 24th - NO SCHOOL (Thanksgiving Break)



COOL School



WELCOME
KAWANA COOL SCHOOL
NEWSLETTER

check out our Facebook page!



STUDENTS OF THE MONTH





WELCOME TO KAWANA SPRINGS COOL SCHOOL PROGRAM. TAKE A CLOSE LOOK INTO ALL ASPECTS AND HIGHLIGHTS OF THE MONTH.

The month of October fifth and sixth grade had their very first culinary lesson of the year! They made some delicious food, they got to enjoy it after their hard efforts.

This months theme was fall, our classroom leaders planned out arts and crafts that fit the theme. They made pumpkin art, fall activities and many more.

We strive for our students to have special friendships. Our students have bonded greatly with classroom leaders and their classmates creating a community here at COOL School that we love to see!



EVENTS/UPCOMING DATES

What is coming up in COOL School?

- Popcorn sales every Wed/Friday.
- Mr. Science meeting second grade November 2nd!
- Early Release November 13-17th for conference week!
- COOL School Merch being sold until Nov 3rd!

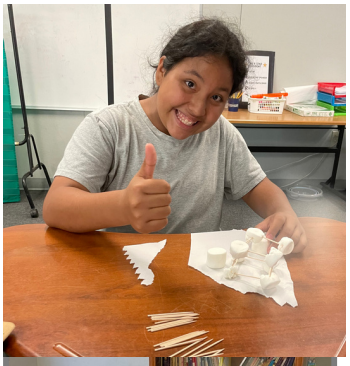
LOVE FROM
COOL SCHOOL TEAM <3

OCTOBER '23

COOL SCHOOL NEWSLETTER

LOOKING BACK...

As we bid farewell to October, our elementary school echoes with the joyous creativity of our students, the cheers from a spirited tee-ball tournament, the spooktacular sight of Halloween costumes, and the proud moments of recognizing and celebrating achievements through awards. Let the vibrant snapshots within these pages capture the essence of a month filled with laughter, learning, and memorable milestones.













IMPORTANT DATES

- 11/1 No School
- 11/10 No School
- 11/13-11/17 Early Release Week at COOL School
- 11/20 - 11/24 Thanksgiving Break

COOL School

Creating Outstanding Opportunities for Learning

(707)327-7301

2665 Dutton Meadow
Portable 4

CalServes COOL School Meadow View

TAYLOR MOUTAIN COOL SCHOOL

NEWSLETTER



OCTOBER 2023



OCTOBER RECAP!

In the month of October, 1st, 2nd, and 3rd grade took a field trip to Mickelson Pumpkin Patch. 1st and 2nd grade students participated in COOL Sports T-Ball. Students and staff ended the month by celebrating Dia de los Muertos!



UPCOMING EVENTS

- **NO SCHOOL**: November 10th
- **Early Release**: November 13th - 17th (3pm Pick-Up)
- **NO SCHOOL:** November 20th - 24th (Thanksgiving Break)

COOL School Staffing – October 2023 Update

BUSD / NCOE 2023 - 2024 MOU provides for 7 Classrooms per school site (28 Classroom Leaders total in BUSD); with the ability to open additional classrooms as needed (and as staff are hired). Below is the updated NCOE COOL School staffing and student enrollment through the month of October 2023.

** Ratios: TK and K classes require one staff member for every 10 students and 1st through 6th grade classes require one staff member for every 20 students.*

School Site: Bellevue	***Current Student Enrollment: 118***
• 8 Classes Total (2 TK/K classes, 1st grade, 2nd grade, 3rd grade, 4th grade, 5th grade, and 6th grade) o *No additional staff members hired / classes opened this month*	

School Site: Kawana Springs	***Current Student Enrollment: 135***
• 9 Classes Total (4 TK/K classes, 1st grade, 2nd grade, 3rd grade, 4th grade, & 5th/6th grade) o *No additional staff members hired / classes opened this month*	

School Site: Meadow View	***Current Student Enrollment: 150***
• 9 Classes Total (3 TK/K classes, 1st grade, 2nd grade, 3rd grade, 4th grade, 5th grade, and 6th grade) o *No additional staff members hired / classes opened this month*	

School Site: Taylor Mountain	***Current Student Enrollment: 124***
• 7 Classes Total (2 TK/K classes, 1st grade, 2nd grade, 3rd grade, 4th/5thgrade, & 6th grade) o *No additional staff members hired / classes opened this month*	

Total COOL School Classroom Leaders: 33	*Total Students Enrolled in COOL School: 527*

Prepared by: Melissa Moore, NCOE / COOL School Program Manager, 707-260-4286