N O T I C E

BOARD MEETING OF THE BELLEVUE UNION SCHOOL

DISTRICT BOARD OF TRUSTEES WILL BE HELD ON

Tuesday April 16, 2024,

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

IN PERSON at 3150 EDUCATION DR

BELLEVUE UNION SCHOOL DISTRICT

3150 EDUCATION DRIVE SANTA ROSA, CA 95407

DATED: April 12, 2024

Michael Kellison
SECRETARY TO THE BOARD
AND DISTRICT SUPERINTENDENT

POSTED: April 12, 2024

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

Tuesday, April 16, 2024

AGENDA

1. Open Session 5:30 pm

    1.1. Call To Order
        1.1.1. Roll Call

    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 Performance Evaluation §54957
        Title: Superintendent
    2.1.2. Public Employee Discipline/Dismissal/Release § 54957
    2.1.3. Public Employment §54957
        2.1.3.1. Unpaid Leave of Absence
    2.1.4. Conference With Legal Counsel – Existing Litigation (Gov. Code §54956.9(d)(1))
        DE v. Bellevue Union School District; Sonoma Superior Court, Case No. SCV-269166
        LT v. Bellevue Union School District; Sonoma Superior Court, Case No. SCV-269516

3. Reconvene to Open Session 6:30 pm

    3.1. Flag Salute

    3.2. Report on Closed Session

    3.3. Consider Agenda Adjustment/Adopt Agenda

4. Public Comment

    At this time, members of the public may express opinions or make statements regarding agenda items and 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. Board Policy Manual Revisions per California School Boards Association (CSBA) Update Recommendations 1st Reading, Michael Kellison, Superintendent
    5.2. BUSD and COOL School Spring Break Camp Aracely Romo-Flores, Director of Education Services
    5.3. Annual Student Services Update, Tracy Whitaker, Director of Student Services

6. Discussion/Action

    6.1. Potential Resolution In Opposition to Unification with Santa Rosa City Schools
        6.1.1. Consider Approval of Resolution No. 21: In Opposition to Unification with Santa Rosa City Schools

7. Action

    7.1. Consider Approval of Measure C Bond Audit Findings by Christy White and Associates for the Year Ending June 30, 2023
    7.2. Consider Approval of Resolution No. 22: Proclaiming May 6-10, 2024 Teacher Appreciation Week And May 7, 2024 National Teacher Day
    7.3. Consider Approval of Resolution No. 23: Proclaiming the Week of May 19-25, 2024 as Classified School Employee Week
    7.4. Consider Approval of Resolution No. 24: Authorizing Participation In The Association Of Bay Area Governments (ABAG) Publicly Owned Energy Resources (ABAG Power) Joint Powers Agreement (JPA) And Execution Of Necessary Program Agreements To Participate In ABAG Power's Core Natural Gas Aggregation Program
    7.5. Consider Approval of Board Policy 3470: Debt Issuance and Management
    7.6. Consider Approval of Resolution No. 25: Board of Trustees of the Bellevue Union School District Authorizing the Issuance and Sale of Bellevue Union School District Judgment Obligation Bonds in an Amount Not to Exceed $5,000,000, Authorizing the Execution and Delivery of an Indenture and Authorizing a Validation Action and Other Matters Relating Thereto
    7.7. Consider Approval of Calendar for 2024-2025 School Year
    7.8. Consider Approval of the Memorandum of Understanding with the Bellevue Education Association Regarding Summer School Pay 2024
    7.9. Consider Approval of the Memorandum of Understanding with the California School Employees Association 501 Regarding Summer School Pay 2024
    7.10. Consider Approval of The Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year
    7.11. Consider Approval of Revised Salary Schedules for FY 2023-24 and FY 2024-25: Unrepresented (Confidential, Classified and Certificated Management and Superintendent)
    7.12. Consider Approval of 2024-25 Board Meeting Dates

7.13. Consider Approval of Memorandum of Understanding Between Bellevue Union School District and Sonoma State University for Student Teacher Agreement for 2024-25
7.14. Consider Approval of Facility Fee Schedule Revision as related to Policy BP 1300 Community Relations
7.15. Consider Approval of the Williams Quarterly Uniform Complaint Report Summary (January 1-March 31, 2024)
7.16. Consider Ratification of Bills and Warrants

8. Consent Calendar
   8.1. Surplus of Obsolete Equipment - Technology
   8.2. Memorandum of Understanding with Sonoma County Office of Education for Direct Services for Foster Youth
   8.3. Contracts
      8.3.1. Gamut Meetings 1 year contract
      8.3.2. Microsoft Subscription Annual Subscription
      8.3.3. Renaissance
      8.3.4. SEIS Integration Contract (For two way SPED data integration to Aeries)
   8.4. Board Meeting Minutes
      8.4.1. Regular Board Meeting Minutes March 12, 2024
      8.4.2. Special Board Meeting Minutes March 12, 2024
   8.5. Board Personnel Transaction Form

9. Reports
   9.1. California School Employees Association, Chapter 501
   9.2. Bellevue Education Association
   9.3. Principal Reports
   9.4. Board Reports/Board Items
      9.4.1. Correspondence
   9.5. Superintendent Report
      9.5.1. Enrollment Update
      9.5.2. COOL School Updates

10. Planning

May 21, 2024	Special Board Meeting: Facilities Tour	1:45pm	**Meadow View ES** 2665 Dutton Meadow
May 21, 2024	Regular Board Meeting	5:30pm	**BUSD District Office** 3150 Education Drive

11. Reconvene to Closed Session as Needed

12. Adjournment

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 at least 24 hours prior to the meeting. All efforts will be made for reasonable accommodations.

Agenda available in Spanish upon request. Please call (707)542-5197 x2. Orden del día disponible en español si se solicita.Por favor llame al (707)542-5197 x2.

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

Bellevue Union School District

Agenda Item for Board Meeting

Agenda Category: 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 06.16.2024

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 0410 - Nondiscrimination in District Programs and Activities

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district, (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) requires the California Department of Education to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to reference **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which provide that (1) a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements. Additionally, policy updated to expand the list of characteristics for which discrimination is prohibited in order to more closely align with law; and, to reflect **NEW LAW (SB 523, 2022)** which includes reproductive health decisionmaking as a characteristic for which employees, job applicants, unpaid interns and volunteers are protected against unlawful discrimination and harassment.

Board Policy 1312.2 - Complaints Concerning Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (4) requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Policy also updated to expand and amend the list of criteria to be considered when instructional or library materials are being challenged; and, to provide that, unless required by law, any challenged material that is reviewed by the district will not be subject to further reconsideration for 12 months.

Administrative Regulation 1312.2 - Complaints Concerning Instructional Materials

Regulation updated to provide that for an instructional materials complaint for a nonprinted material the location of the objection be given; include that acknowledgement of receipt of an instructional materials complaint and notification of a review committee's decision be in writing; and, add that staff, in addition to the Superintendent or designee and teacher(s), be notified by the Principal as appropriate when an instructional materials complaint is received. Regulation also updated to delete material in the section

"Formal Complaint" related to a request by a parent/guardian who has filed a complaint for the student to be excused from using the challenged material while the complaint is pending; and, move the section "Review Committee" to come before the section "Superintendent Determination" so that it follows chronologically. Additionally, regulation updated to amend the section "Review Committee" to provide that (1) the Superintendent or designee may appoint parents/guardians and students, in addition to administrators and staff from relevant instructional and administrative areas, to serve on the committee, (2) include that the Superintendent or designee may provide training to the review committee to ensure the committee is informed regarding it responsibilities, applicable laws, and Board policies and administrative regulations when reviewing instructional materials, and (3) delete the list of criteria to be considered when instructional materials are being challenged, as this list is provided in the accompanying Board policy.

Exhibit(1) 1312.2 - Complaints Concerning Instructional Materials

Exhibit updated to specify that the "Request for Reconsideration of Existing Instructional Materials" form is for use when challenging the content of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library. Exhibit also updated to accommodate for digital instructional materials; merge together portions of the form that are content related; and, change from a checklist to an open ended response the portion regarding the complainants preference for what should be done about a challenged instructional material.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to ensure compliance with the California Department of Education's (CDE) 2023-24 federal program monitoring instrument, and reflect **NEW LAW (AB 1078, 2023)** which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Policy also updated to reflect that the California Department of Fair Employment and Housing is now called the California Civil Rights Department.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to reference **NEW LAW (AB 1078, 2023)** which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Regulation also updated to ensure compliance with CDE's 2023-24 federal program monitoring instrument

Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) provides that complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly, and the SPI may directly intervene without waiting for an investigation, and, (3) requires CDE, upon a finding that a district has not provided sufficient textbooks or instructional

materials, to take all remedial actions required by law, including purchasing textbooks and instructional materials and assessing a financial penalty against the district's local control funding formula. Regulation also updated to reflect **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class), and **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility.

Exhibit(1) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to reference **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility, and **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class).

Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to reflect **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class), and **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility. Exhibit also updated to reflect **NEW LAW (AB 1078, 2023)** which provides that complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction directly.

Board Policy 5145.3 - Nondiscrimination/Harassment

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district, and (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. Policy also updated to provide that all allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with the district's uniform complaint procedures. Additionally, policy updated to reflect **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which (1) state that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) provide that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) address discrimination in the use of discipline based on disability, race, and gender expression.

Board Policy 6143 - Courses of Study

Policy updated to expand the list of characteristics for which the district may not, on the basis of the student's actual or perceived characteristic, provide any course separately or require or refuse participation by any student, to more closely align with law.

Administrative Regulation 6143 - Courses of Study

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which

instruction in social studies is required to include a study of the role and contributions of. Regulation also updated to reflect the requirement for districts that offer a health education course to middle or high school students to include in such course mental health instruction.

Board Policy 6161.1 - Selection and Evaluation of Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (2) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (3) requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials, (4) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, and (5) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to expand the list in the first philosophical statement regarding the Governing Board's desires for the district's instructional materials; clarify that instructional materials for mathematics and English language arts that are aligned to common core academic content standards are deemed to be aligned to state academic content standards adopted by the State Board of Education, move up the statement regarding the inclusion of the degree to which every student has sufficient access to standards-aligned instructional materials into the district's local control and accountability plan, and provide that the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year if the County Superintendent makes the district aware of a school that does not have sufficient instructional materials.

Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials

Regulation updated to add that instructional materials being piloted by the district assess the extent to which the materials accurately reflect and value society's diversity. Regulation also updated to reflect **NEW LAW (AB 1078, 2023)** which includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which instruction in social studies is required to include a study of the role and contributions of, and (2) requires the California Department of Education to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, regulation updated to include, for instructional materials being recommended for adoption by the Governing Board, that they include specified subject content requirements, support the district's local control and accountability plan, stimulate exploration of ideas and intellectual exchanges, and include options for materials in digital format.

Exhibit(1) 6161.1 - Selection and Evaluation of Instructional Materials

Exhibit updated to clarify that districts who have determined that sufficient materials were not provided to students at a district school(s) in a certain subject(s), should complete the section "Finding of Insufficient Textbooks or Instructional Materials in One or More Subjects" in addition to the section "Finding of Sufficient Textbooks or Instructional Materials." Exhibit also updated to separate out section regarding "Finding of Available Science Laboratory Equipment for Grades 9-12," and to clarify the definition of "sufficient textbooks or instructional materials" in regard to materials in digital format. Additionally, Exhibit updated to reflect **NEW LAW (AB 1078, 2023)** which requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials.

Board Policy 6161.11 - Supplementary Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material,

supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to delete the section "Supplementary Materials Aligned with Common Core Standards" as these interim materials are no longer necessary since the State Board of Education has adopted K-8 textbooks and instructional materials aligned to the Common Core Standards. Additionally, policy updated to include factual accuracy and whether the material contains pervasive vulgarity or profanity in the determination of compliance of supplemental materials with district criteria; and, add that the Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Board Policy 4151/4251/4351 – Employee Compensation

Policy updated to add that for districts participating in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments, and reflect **NEW LAW (AB 185, 2022)** which adds specific repayment procedures when a district has made a wage overpayment to a district employee.

Administrative Regulation 4217.3 – Layoff/Rehire

Regulation updated to reflect **NEW LAW (SB 913, 2022)** which provides that for districts with an average daily attendance of less than 250,000, the definition of “length of service” for the purpose of the order of layoff and determination of seniority is the employees’ hours in paid status. Regulation also updated to reflect **NEW LAW (AB 185, 2022)** which authorizes a classified employee to be represented by an attorney or nonattorney representative of the exclusive representative of the district’s classified employees at a hearing requested by an employee as part of layoff proceedings.

Board Policy 3551 – Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 490, 2022**) which requires districts participating in the National School Lunch and/or Breakfast Program, with annual reimbursement of $1,000,000 or more, to (1) specify in the solicitation for bids and contracts for an agricultural food product that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies, including if the quality of the domestic product is inferior to the quality of the nondomestic product or if the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product, and (2) retain documentation justifying the use of the exception for three years from the date of purchase. Policy also updated to reflect **NEW LAW (AB 778, 2022)** which requires a district to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when certain conditions are met.

Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund

Regulation updated to include the requirement for a district with an on-site food facility to arrange to recover the maximum amount of edible food that would otherwise be disposed of and donate it to a local food recovery organization, and maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district’s edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. Regulation also updated to reflect California Department of Education Nutrition Services Division Management Bulletin SNP-04-2022 which raises the excess net cash resources limitation to six months’ average expenditures.

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 | **Last Revised Date:** 10/01/2023 | **Last Reviewed Date:** 10/01/2023

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, reproductive health decisionmaking, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from

accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director Of Student Services (for Student Complaints)
3150 Education Ave, Santa Rosa, CA 95407
studentservices@busd.org
707-542-5197 xt 3

Director Of HR (for Employee Complaints)
3150 Education Ave, Santa Rosa, CA 95407
HR@busd.org
707-542-5197 xt 5

Policy Reference Disclaimer:
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State	Description
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 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent: state policy
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54953.2	Brown Act compliance with Americans with Disabilities Act
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime

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
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
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 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
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

Management Resources	**Description**
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 21-017R, December 2021
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 23-004, February 2023
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
CSBA Publication	Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students, Recently Asked Questions, August 2023
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
U.S. DOE & U.S. DOJ Civil Rights Divisions Pub	Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023
U.S. DOE, Office for Civil Rights Publication	Supporting Transgender Youth in School, June 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011

U.S. DOE, Office for Civil Rights Publication	Nondiscrimination in Employment Practices in Education, August 1991
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOJ, Civil Rights Division Publication	Guidance on Web Accessibility and the ADA, March 2022
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
U.S. DOJ, Civil Rights Division Publication	2010 ADA Standards for Accessible Design, September 2010
Website	CSBA District and County Office of Education Legal Services
Website	California Office of the Attorney General
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	Pacific ADA Center
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education
Website	California Civil Rights Department
Website	U.S. Equal Employment Opportunity Commission
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Health Care Services
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References

Code	Description
0100	Philosophy
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
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
1230	School-Connected Organizations
1230	School-Connected Organizations
1240	Volunteer Assistance
1240	Volunteer Assistance
1260	Educational Foundation
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3311	Bids
3311	Bids
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3530	Risk Management/Insurance
3530	Risk Management/Insurance

3540	Transportation
3541.2	Transportation For Students With Disabilities
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
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.9	Employee Notifications

4212.9	Employee Notifications
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4331	Staff Development
4344	Complaints
4344	Complaints
4361.8	Family Care And Medical Leave
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5126	Awards For Achievement
5126	Awards For Achievement
5131.2	Bullying
5131.2	Bullying
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services

5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
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
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.3	Civic Education
6142.5	Environmental Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity

6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6158	Independent Study
6158	Independent Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6163.1	Library Media Centers
6163.2	Animals At School
6163.2	Animals At School
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
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth

6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
7310	Naming Of Facility
9150	Student Board Members
9220	Governing Board Elections
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Policy 1312.2: Complaints Concerning Instructional Materials

Status: ADOPTED

Original Adopted Date: 09/01/1988 | **Last Revised Date:** 10/01/2023 | **Last Reviewed Date:** 10/01/2023

The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of district staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the accompanying administrative regulation and exhibit.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. (Education Code 35160)

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in the complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the

complainant may appeal the decision to the Board.

Any challenged instructional material that is reviewed by the district shall not be subject to further reconsideration for 12 months, unless required by law.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 18111	Exclusion of books by Governing board that are sectarian, partisan, or denominational character
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 243	Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35160	Powers and duties of school boards
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 44805	Teacher enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Public hearing on sufficiency of textbooks and instructional

	materials
Ed. Code 60200-60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	High school textbooks and instructional materials
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials

Management Resources	**Description**
California Department of Education Publication	Instructional Materials, FAQ
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	CSBA District and County Office of Education Legal Services
Website	Department of Justice
Website	California Department of Education, Curriculum and Instruction Resources
Website	CSBA
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
1250	Visitors/Outsiders
1250	Visitors/Outsiders
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
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles

6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Regulation 1312.2: Complaints Concerning Instructional Materials **Status:** ADOPTED

Original Adopted Date: 12/01/1990 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

Step 1: Informal Complaint

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, such individual shall informally discuss the material in question with the principal. (Education Code 35160)

Step 2: Formal Complaint

If the complainant is not satisfied with the principal's initial response, the complainant shall present a written complaint to the principal. Complaints regarding printed material shall name the author, title, and publisher and shall identify the objection by page and item numbers. In the case of nonprinted material, written information specifying the precise nature of the objection and location of such material shall be given. In order for the district to reply appropriately, complainants shall sign all complaints and provide identifying information. Anonymous complaints will not be accepted.

Upon receiving a complaint, the principal shall provide the complainant with a written acknowledgement of its receipt and respond to any procedural questions the complainant may have. The principal shall then notify the Superintendent or designee, the teacher(s), and other staff as appropriate.

During the investigation of the complaint, the challenged material may remain in use until a final decision has been reached.

Step 3: Review Committee

The Superintendent or designee shall determine whether to convene a review committee to review the complaint.

If the Superintendent or designee determines that a review committee is necessary, the Superintendent or designee shall appoint a committee composed of administrators and staff members selected from relevant instructional and administrative areas. The Superintendent or designee may also appoint parents/guardians, students, and community members, as appropriate, to serve on the committee.

The Superintendent or designee may provide training to the review committee to ensure that the review committee is informed regarding its responsibilities, the criteria to follow when reviewing instructional materials, and applicable laws, Board policy(ies), and administrative regulation(s).

Within 30 days of being convened, the review committee shall summarize its findings in a written report. The Superintendent or designee shall notify the complainant in writing of the committee's decision within 15 days of receiving the committee's report.

Step 4: Superintendent Determination

If the Superintendent or designee determines that a review committee is not necessary, the Superintendent or designee shall, in a timely manner, issue a decision regarding the complaint.

Step 5: Appeal to the Governing Board

If the complainant remains unsatisfied, the complainant may appeal the Superintendent's or review committee's decision to the Board. The Board's decision shall be final.

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Ed. Code 18111	Exclusion of books by Governing board that are sectarian, partisan, or denominational character
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 243	Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35160	Powers and duties of school boards
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 44805	Teacher enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Public hearing on sufficiency of textbooks and instructional

	materials
Ed. Code 60200-60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	High school textbooks and instructional materials
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials

Management Resources	**Description**
California Department of Education Publication	Instructional Materials, FAQ
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	CSBA District and County Office of Education Legal Services
Website	Department of Justice
Website	California Department of Education, Curriculum and Instruction Resources
Website	CSBA
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Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
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1312.1	Complaints Concerning District Employees
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1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
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6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
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6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Exhibit 1312.2-E(1): Complaints Concerning Instructional Materials **Status:** ADOPTED

Original Adopted Date: 12/01/1990 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

REQUEST FOR RECONSIDERATION OF EXISTING INSTRUCTIONAL MATERIALS

This form is only for use by district employees, district residents, or parents/guardians of children enrolled in a district school to challenge the content or use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library.

Date:_____

Name of person filing complaint:_____
Anonymous complaints will not be accepted.

Group represented (if any):_____

Phone:_____

E-mail address:_____

Address:_____

Instructional Material Being Challenged:

Title:_____

Author:_____

Publisher:_____

Date of Edition:_____

Name of school/classroom instructional material was used:_____

1. Please specifically state the nature of your concern or objection and identify your objection by page, website, webpage and/or link, recording or digital sequence, video frame, or words, as appropriate. You may use additional pages if necessary.

   _____
   _____
   _____
   _____

2. Was the instructional material of concern read/heard/viewed in isolation or was the entire selection read/heard/viewed? If the entire selection was not read/heard/viewed, what is your estimate regarding the percentage of the amount read/heard/viewed?

_____
_____
_____
_____

3. What is your concern regarding the consequence if a student reads/hears/views the instructional material? In your assessment, is the instructional material appropriate for the age of the students being taught?

_____
_____
_____
_____

4. What would you like the school to do about the instructional material?

_____
_____
_____
_____

_____
Signature of complainant

For District Use:

Request received by:_____

Date:_____

Title:_____

Action taken:_____

Date:_____

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Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 243	Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35160	Powers and duties of school boards
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 44805	Teacher enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Public hearing on sufficiency of textbooks and instructional materials
Ed. Code 60200-60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	High school textbooks and instructional materials
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials

Management Resources	**Description**
California Department of Education Publication	Instructional Materials, FAQ
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	CSBA District and County Office of Education Legal Services
Website	Department of Justice
Website	California Department of Education, Curriculum and Instruction Resources
Website	CSBA
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
1250	Visitors/Outsiders
1250	Visitors/Outsiders
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
1312.4	Williams Uniform Complaint Procedures
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6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
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6143	Courses Of Study
6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
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Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** 10/01/2023 | **Last Reviewed Date:** 10/01/2023

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

    Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material,

or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

14. Migrant education (Education Code 54440-54445

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

16. Student fees (Education Code 49010-49013)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

21. State preschool programs (Education Code 8207-8225)

22. State preschool health and safety issues in license-exempt programs (Education Code 8212)

23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

24. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint

alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in

accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

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 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs

Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education; elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment

Federal	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources	Description
California Department of Education Publication	Uniform Complaint Procedure 2021-22 Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
U.S. DOE, Office for Civil Rights Publication	Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
U.S. DOE, Office for Civil Rights	Dear Colleague Letter: Responding to Bullying of Students

Publication	with Disabilities, October 2014
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007
Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41	Charter School Oversight
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
1100	Communication With The Public
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

1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development

4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
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
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
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
6159.2	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
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
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
6164.5	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
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education

6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in Administrative Regulation 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment.

Director Of Student Services (for Student Complaints)
3150 Education Ave, Santa Rosa, CA 95407
studentservices@busd.org
707-542-5197 xt 3

Director Of HR (for Employee Complaints)
3150 Education Ave, Santa Rosa, CA 95407
HR@busd.org
707-542-5197 xt 5

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or

bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of

military families, former juvenile court school students now enrolled in the district, students who are migratory, and students participating in a newcomer program as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.6 shall be posted on the district and district school websites and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any

individual, public agency, or organization. (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)

5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination,

harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, or bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law

3. The material findings of fact in the district's investigation report are not supported by substantial evidence

4. The legal conclusion in the district's investigation report is inconsistent with the law

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE website. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall

begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

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 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans

Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education; elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement

Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment

Federal	**Description**
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act

42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources	**Description**
California Department of Education Publication	Uniform Complaint Procedure 2021-22 Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
U.S. DOE, Office for Civil Rights Publication	Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007
Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41	Charter School Oversight
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
1100	Communication With The Public
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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance

5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
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
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity

6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
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
6159.2	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
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
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
6164.5	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
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

Regulation 1312.4: Williams Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 11/01/2010 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)

    a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

    b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

    c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

    d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)

    a. A semester begins and a teacher vacancy exists.

    b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.

    c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

    Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

    Beginning of the year or semester means the time period from the first day students attend classes for a year-long course or semester-long course, though not later than

20 business days afterwards. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

   a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

      Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

   b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

      Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

      Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to repair the facility. (Education Code 35292.5)

In any school serving any of grades 6-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location

for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

A complaint alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the district. Any such complaint shall identify the basis and provide evidence to support its filing directly with the SPI. (Education Code 35186)

If the Superintendent or designee becomes aware that a complaint alleging insufficient textbooks or instructional materials that has been filed directly with the SPI but not with the district, the Superintendent or designee may initiate an investigation in accordance with this administrative regulation, as described below, if there is sufficient evidence to do so.

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the SPI within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter

Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials

Federal	**Description**
20 USC 6314	Title I schoolwide program

Management Resources	**Description**
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies

3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority

Exhibit 1312.4-E(1): Williams Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 11/01/2007 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: K-12 COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

   Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

   Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district website. You may also download a copy of the California Department of Education (CDE) complaint form from CDE's, website when available. However, a complaint need not be filed using either the district's complaint form or the complaint form from CDE.

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials

Federal	Description
20 USC 6314	Title I schoolwide program

Management Resources	Description
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints

4244	Complaints
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 10/01/2014 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a

discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Policy Reference Disclaimer:
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State	Description
5 CCR 432	Student records

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11135	Prohibition of discrimination
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
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 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and

	adoption of grievance procedures
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	**Description**
34 CFR 106.30	Discrimination on the basis of sex; definitions
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
California Department of Education Publication	California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
U.S DOE, Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Dept. of Health & Human Services Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2013
U.S. DOE & U.S. DOJ Civil Rights Divisions Pub	Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023
U.S. DOE Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. DOE, Office for Civil Rights Publication	Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County, June 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023
U.S. DOE, Office for Civil Rights Publication	U.S. Department of Education Toolkit: Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+

	Students, June 2023
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, June 2022
U.S. DOE, Office for Civil Rights Publication	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. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	CSBA District and County Office of Education Legal Services
Website	First Amendment Center
Website	California Office of the Attorney General
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
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
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information

4231	Staff Development
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.21	Professional Standards
4319.21	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
5000	Concepts And Roles
5030	Student Wellness
5111	Admission
5111	Admission
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.3	Challenging Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
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
5141.27	Food Allergies/Special Dietary Needs

5141.27	Food Allergies/Special Dietary Needs
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
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
5146	Married/Pregnant/Parenting Students
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition

6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7110	Facilities Master Plan

Policy 6143: Courses Of Study

Status: ADOPTED

Original Adopted Date: 03/01/2003 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, age, medical condition, genetic information, marital status, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

Elementary Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

Policy Reference Disclaimer:
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State	Description
5 CCR 10020	Automobile driver education
5 CCR 10040-10043	Automobile driver training
5 CCR 10060	Criteria for high school physical education programs
5 CCR 430-438	Individual student records

5 CCR 4940	Nondiscrimination; course access
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 33319.3	Driver education; CDE materials on road rage
Ed. Code 33540	Standards for government and civics instruction
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49060-49079	Student records
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51203	Instruction on alcohol, narcotics and dangerous drugs
Ed. Code 51204	Course of study designed for student's needs
Ed. Code 51204.5	History of California; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51226.7	Model curriculum in ethnic studies
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51911-51921	Comprehensive health education
Ed. Code 51925-51929	Mandatory mental health education and in-service training
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 51940	Curriculum for brain and spinal cord injury prevention
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Gov. Code 11135	Prohibition of discrimination
Gov. Code 7282-7282.5	Standards for responding to U.S. Immigration and Customs enforcement holds
Gov. Code 7283-7283.2	Standards for participation in U.S. Immigration and Customs

	enforcement programs
Gov. Code 7284-7284.12	Cooperation with immigration authorities
H&S Code 11032	Definition of dangerous drugs
Pen. Code 422.55	Definition of hate crime

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.1-99.67	Family Educational Rights and Privacy

Management Resources	**Description**
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
Website	Instructional Quality Commission
Website	American Red Cross, Hands-Only CPR Training
Website	CSBA District and County Office of Education Legal Services
Website	Federal Student Aid
Website	American Heart Association
Website	California Student Aid Commission
Website	University of California, A-G Course Submissions
Website	University of California, List of Approved A-G Courses
Website	California State University, Admission Requirements
Website	California Career Resource Network
Website	Department of Justice
Website	California Colleges.edu
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

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
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials

1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation

6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.8	Assemblies And Special Events
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.5	Elementary/Middle School Graduation Requirements
6151	Class Size
6152.1	Placement In Mathematics Courses

6152.1	Placement In Mathematics Courses
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6155	Challenging Courses By Examination
6155	Challenging Courses By Examination
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education

Regulation 6143: Courses Of Study

Status: ADOPTED

Original Adopted Date: 11/01/2014 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

Grades 1-6

Courses of study for grades 1-6 shall include the following:

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)

2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)

3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in: (Education Code 51210)

    a. The history, resources, development, and government of California and the United States

    Instruction shall include the early history of California and a study of the role and contributions of people of all genders, Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, and members of other ethnic, cultural, religious, and socioeconomic status groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

    b. The development of the American economic system, including the role of the entrepreneur and labor

    c. The relations of persons to their human and natural environments

    d. Eastern and western cultures and civilizations

    e. Contemporary issues

    f. The wise use of natural resources

4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)

5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: (Education Code 51202, 51210)

    a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation (CPR) when appropriate equipment is available

    b. Fire prevention

    c. The protection and conservation of resources, including the necessity for the protection of the environment

    d. Venereal disease

    e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

    f. Violence as a public health issue

7. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind

8. Violence awareness and prevention

9. Career awareness exploration

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 10020	Automobile driver education
5 CCR 10040-10043	Automobile driver training
5 CCR 10060	Criteria for high school physical education programs
5 CCR 430-438	Individual student records
5 CCR 4940	Nondiscrimination; course access
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship

	status
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 33319.3	Driver education; CDE materials on road rage
Ed. Code 33540	Standards for government and civics instruction
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49060-49079	Student records
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51203	Instruction on alcohol, narcotics and dangerous drugs
Ed. Code 51204	Course of study designed for student's needs
Ed. Code 51204.5	History of California; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51226.7	Model curriculum in ethnic studies
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51911-51921	Comprehensive health education
Ed. Code 51925-51929	Mandatory mental health education and in-service training
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 51940	Curriculum for brain and spinal cord injury prevention
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Gov. Code 11135	Prohibition of discrimination
Gov. Code 7282-7282.5	Standards for responding to U.S. Immigration and Customs enforcement holds
Gov. Code 7283-7283.2	Standards for participation in U.S. Immigration and Customs enforcement programs
Gov. Code 7284-7284.12	Cooperation with immigration authorities
H&S Code 11032	Definition of dangerous drugs
Pen. Code 422.55	Definition of hate crime
Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

34 CFR 99.1-99.67	Family Educational Rights and Privacy

Management Resources	**Description**
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
Website	Instructional Quality Commission
Website	American Red Cross, Hands-Only CPR Training
Website	CSBA District and County Office of Education Legal Services
Website	Federal Student Aid
Website	American Heart Association
Website	California Student Aid Commission
Website	University of California, A-G Course Submissions
Website	University of California, List of Approved A-G Courses
Website	California State University, Admission Requirements
Website	California Career Resource Network
Website	Department of Justice
Website	California Colleges.edu
Website	California Department of Education
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Cross References

Code	**Description**
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3513.3	Tobacco-Free Schools
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5125	Student Records
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5126	Awards For Achievement
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
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5141.4	Child Abuse Prevention And Reporting
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
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5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
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6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction

6142.1	Sexual Health And HIV/AIDS Prevention Instruction
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6153	School-Sponsored Trips
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6155	Challenging Courses By Examination
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6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
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6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education

Policy 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 10/01/2023 | **Last Reviewed Date:** 10/01/2023

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, stimulate thought, the exploration of ideas and intellectual exchanges, and enhance instructors' ability to educate all students through the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE, which includes instructional materials for mathematics and English language arts that are aligned to Common Core State Standards. (Education Code 60200, 60210)

Sufficiency of Instructional Materials and Public Hearing

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials, including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource. (Education Code 60010, 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks and/or other instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles

of the curriculum framework adopted by SBE in each of the following subjects: (Education Code 60119)

1. Mathematics
2. Science
3. History-social science
4. English language arts, including the English language development component of an adopted program
5. World language
6. Health

If the Board determines that there are insufficient textbooks or other instructional materials, the Board shall, by resolution, provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall submit a copy of the resolution to the County Superintendent of Schools no later than three business days after the hearing. The Board shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

In addition, if the County Superintendent, in accordance with Education Code 1240, makes the district aware of a school that does not have sufficient textbooks or instructional materials, the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year.

Prohibition Against Refusal to Approve or Prohibit the Use of Specified Instructional Materials

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Complaints

Complaints concerning instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials, Board Policy 1312.3 - Uniform Complaint Procedures, or Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, as applicable.

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 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 18111	Exclusion of books by Governing board that are sectarian, partisan, or denominational character
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 243	Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Teacher enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49415	Maximum textbook weight standards
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts regarding instructional materials
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials

Ed. Code 60200-60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
H&S Code 11032	Narcotics, restricted dangerous drugs, and marijuana; definitions

Management Resources	**Description**
California Department of Education Publication	Instructional Materials, FAQ
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
California Department of Education Publication	Guidelines for Piloting Textbooks and Instructional Materials, Policy # 01-05, rev. January 2015
Website	CSBA District and County Office of Education Legal Services
Website	Association of American Publishers
Website	California Academic Content Standards Commission, Common Core State Standards
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

Cross References

Code	**Description**
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees

1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3220.1	Lottery Funds
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4136	Nonschool Employment
4143	Negotiations/Consultation
4236	Nonschool Employment
4243	Negotiations/Consultation
4331	Staff Development
4336	Nonschool Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement

6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6146.1	High School Graduation Requirements
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6162.5	Student Assessment
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9270	Conflict Of Interest
9270	Conflict Of Interest
9322	Agenda/Meeting Materials

Exhibit 6161.1-E(1): Selection And Evaluation Of Instructional Materials **Status:** ADOPTED

Original Adopted Date: 11/01/2012 **| Last Revised Date:** 10/01/2023 **| Last Reviewed Date:** 10/01/2023

RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the Governing Board of the Bellevue Union School District, in accordance with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)*, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the Bellevue Union School District, and;

Whereas, the definition of sufficient textbooks or instructional materials means that each student, including each English learner, has standards-aligned textbooks and/or instructional materials to use in class and to take home, which may include materials in a digital format as long as each student, at a minimum, has and can access the same materials in the class and at home as other students in the same class or course in the district, but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education.

Finding of Sufficient Textbooks or Instructional Materials

Therefore, be it resolved, for the *(year)* school year, the Bellevue Union School District, sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, at the following schools in the following subjects:

- Mathematics: (List adopted textbooks or instructional materials for this subject for each school as well as applicable state adoption cycle.)
  _____

_____

- Science: (List adopted textbooks or instructional materials for this subject for each school as well as applicable state adoption cycle.)
  _____
  _____

- History-social science: (List adopted textbooks or instructional materials for this subject for each school as well as applicable state adoption cycle.)
  _____
  _____

- English language arts, including the English language development component of an adopted program: (List adopted textbooks or instructional materials for this subject for each school as well as applicable state adoption cycle.)
  _____
  _____

- World language: (List adopted textbooks or instructional materials for this subject for each school as well as applicable state adoption cycle.)
  _____
  _____

- Health: (List adopted textbooks or instructional materials for this subject for each school as well as applicable state adoption cycle.)
  _____
  _____

  _____
  _____

Finding of Insufficient Textbooks or Instructional Materials in One or More Subjects

Be it further resolved, for the *(year)* school year, the Bellevue Union School District, insufficient standards-aligned textbooks or other instructional materials were provided to students at the following schools in the following subjects:

- Mathematics: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
  _____
  _____

- Science: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
  _____
  _____

- History-social science: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
  _____

_____

- English language arts, including the English language development component of an adopted program: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
  _____
  _____

- World language: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
  _____
  _____

- Health: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
  _____
  _____

  _____
  _____

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or other instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. (List actions to be taken to resolve insufficiency.)
_____
_____
_____

Be it further resolved, that the Superintendent or designee, on behalf of the Board, shall submit a copy of this resolution to the County Superintendent of Schools within three business days of the hearing.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:
_____, Secretary

_____, President

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State	Description

5 CCR 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 18111	Exclusion of books by Governing board that are sectarian, partisan, or denominational character
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 243	Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Teacher enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49415	Maximum textbook weight standards
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts regarding instructional materials
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials
Ed. Code 60200-60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers

Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
H&S Code 11032	Narcotics, restricted dangerous drugs, and marijuana; definitions

Management Resources	**Description**
California Department of Education Publication	Instructional Materials, FAQ
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
California Department of Education Publication	Guidelines for Piloting Textbooks and Instructional Materials, Policy # 01-05, rev. January 2015
Website	CSBA District and County Office of Education Legal Services
Website	Association of American Publishers
Website	California Academic Content Standards Commission, Common Core State Standards
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

Cross References

Code	**Description**
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials

1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3220.1	Lottery Funds
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4136	Nonschool Employment
4143	Negotiations/Consultation
4236	Nonschool Employment
4243	Negotiations/Consultation
4331	Staff Development
4336	Nonschool Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation

6141	Curriculum Development And Evaluation
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6146.1	High School Graduation Requirements
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6162.5	Student Assessment
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9270	Conflict Of Interest
9270	Conflict Of Interest
9322	Agenda/Meeting Materials

Regulation 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 10/01/2023 | **Last Reviewed Date:** 10/01/2023

Review Process

The district's review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002. The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.

If the district is considering the use of instructional materials for grades K-8 that have not been adopted by the State Board of Education (SBE), the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

The Superintendent or designee may establish an advisory committee to conduct the review of instructional materials.

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district's curricular goals and academic standards, and accurately reflect and value society's diversity. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that the materials:

1. Are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE

   For grades K-8, only instructional materials on the list of materials adopted by SBE and/or other instructional materials that have not been adopted by SBE but are aligned with the

state academic content standards or the Common Core State Standards may be recommended for selection. (Education Code 60200, 60210)

2. Do not reflect adversely upon persons because of any characteristic specified in law and Board Policy 0410 - Nondiscrimination in District Programs and Activities, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

3. To the satisfaction of the Board, are accurate, objective, current, and suited to the differing needs and comprehension of district students at their respective grade levels (Education Code 60045)

4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)

5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)

    a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by SBE

    b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration

6. Meet the requirements of Education Code 60040-60043 for specific subject content, including, but not limited to:

    a. Accurately portraying society's cultural and racial diversity, including:

        i. The contributions of all genders in all types of roles, including professional, vocational, and executive roles

        ii. The role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, and members of other ethnic, cultural, religious, and soceioeconimic groups to the total development of California and the United States

        iii. The role and contributions of the entrepreneur and labor in the total development of California and the United States

    b. Accurately portraying humanities place in ecological systems and the necessity for the protection of the environment

    c. Accurately portraying the effects on the human system of the use of tobacco, alcohol, and narcotics, and restricted dangerous drugs as defined in Health and Safety Code 11032, and other dangerous substances

    d. Encouraging thrift, fire prevention, and the humane treatment of animals and people

e. Requiring, when appropriate to the comprehension of students, that textbooks for social science, history, or civics classes contain the Declaration of Independence and the United States Constitution

7. Support the district's adopted courses of study and curricular goals, including the district's local control and accountability plan
8. Contribute to a comprehensive, balanced curriculum
9. Demonstrate reliable quality of scholarship as evidenced by:
    a. Accurate, up-to-date, and well-documented information
    b. Objective presentation of diverse viewpoints
    c. Clear, concise writing and appropriate vocabulary
    d. Thorough treatment of subject matter
10. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
11. Stimulate discussion of contemporary issues, exploration of ideas, and intellectual exchanges, and improve students' thinking and decision-making skills
12. As appropriate, have corresponding versions available in languages other than English
13. Include high-quality teacher's guides
14. When available, include options for lighter weight materials, including materials in digital format, in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. Be both available and comparable to other, equivalent instructional materials (Education Code 60052)
2. Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners
3. Protect the privacy of student data

Conflict of Interest

To ensure integrity in the evaluation and selection of instructional materials, individuals who are participating in the evaluation of instructional materials and are not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that they:

1. Will not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

   Sample copies of instructional materials are excepted from this prohibition (Education Code 60075)

2. Are not employed by nor receive compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it

3. Do not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

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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 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 18111	Exclusion of books by Governing board that are sectarian, partisan, or denominational character
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
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California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
California Department of Education Publication	Guidelines for Piloting Textbooks and Instructional Materials, Policy # 01-05, rev. January 2015
Website	CSBA District and County Office of Education Legal Services
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Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

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6171	Title I Programs
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6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9270	Conflict Of Interest
9270	Conflict Of Interest
9322	Agenda/Meeting Materials

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 03/01/2018 | **Last Revised Date:** 09/01/2023 | **Last Reviewed Date:** 09/01/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and

parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal 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
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to

	lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods

Federal	**Description**
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources	**Description**
CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture	Procuring Local Foods for Child Nutrition Programs, January

Publication	2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases

3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness

5145.6 Parent/Guardian Notifications

5145.6 Parent/Guardian Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund **Status:** ADOPTED

Original Adopted Date: 03/01/2018 **| Last Revised Date:** 09/01/2023 **| Last Reviewed Date:** 09/01/2023

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year

2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually

3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year

4. Posting the policy on the district's website

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging

still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

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
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program

F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods

Federal	**Description**
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources	**Description**
CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education	Storage and Inventory Management of U.S. Department of

Publication	Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget

3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations

4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 **| Last Revised Date:** 09/01/2023 **| Last Reviewed Date:** 09/01/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their

regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages

Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements

Management Resources	Description
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits

4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Regulation 4217.3: Layoff/Rehire

Status: ADOPTED

Original Adopted Date: 11/01/2003 | **Last Revised Date:** 09/01/2023 | **Last Reviewed Date:** 09/01/2023

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

Order of Layoff Within a Classification/Determination of Seniority

Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)

Length of service means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed. However, length of service shall not include hours compensated solely on an overtime basis, as provided for Education Code 45128, and shall not include hours for any service performed prior to entering into probationary or permanent status except for service in a restricted position pursuant to Education Code 45105. (Education Code 45308)

The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. (Education Code 45308)

For an employee who is a member of the Military Reserve or the National Guard, length of service credit shall be granted for military leave of absence, including voluntary or involuntary active duty during a period of national emergency or war. (Education Code 45297, 45308)

Length of service credit may be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave. Length of service credit shall not be granted for other types of unpaid leaves. (Education Code 45308)

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine the length of service, provided the employee has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. (Education Code 45105)

Notice of Layoff and Hearing Rights

Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The district shall adhere to the

notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)

An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing. (Education Code 45117)

The Superintendent or designee shall serve an employee who timely requests a hearing with District Statement of Reduction in Force documents. The employee has five calendar days from service of the documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service. (Education Code 45117)

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. At the hearing, the employee may be represented by an attorney or by a nonattorney representative of the employee organization designated as the exclusive representative for classified employees. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

The district is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 60 days whose service may not be extended or renewed. (Education Code 45117)

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

Reemployment

Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. (Education Code 45114, 45298, 45308)

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 5 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.

Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from the reemployment list and all reemployment rights to which the employee would otherwise be entitled shall be forfeited.

If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

Reinstatement of Benefits

A laid-off probationary employee shall be reemployed as a probationary employee, and the previous time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits accorded to a probationary employee at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

Voluntary Demotion or Reduction of Hours

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

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State	**Description**
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45105	Positions under various acts not requiring certification qualifications
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45114	Layoff and reemployment procedures; definitions
Ed. Code 45115	Layoff; reinstatement from service retirement
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45286	Limited term employees
Ed. Code 45297	Right to take equivalent examination while employee in military service
Ed. Code 45298	Reemployment of persons laid off; voluntary demotions or reductions in time
Ed. Code 45308	Order of layoff and reemployment; length of service
Ed. Code 45309	Reinstatement of permanent noncertified employees after resignation
Gov. Code 11500-11529	Administrative adjudication; formal hearings

Federal	**Description**
38 USC 4301-4335	Employment and reemployment rights of members of the uniformed services

Management Resources	**Description**

Court Decision	San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850
Court Decision	Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640
Website	CSBA District and County Office of Education Legal Services
Website	California School Employees Association

Cross References

Code	Description
1240	Volunteer Assistance
1240	Volunteer Assistance
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4200	Classified Personnel
4200	Classified Personnel
4212.9	Employee Notifications
4212.9	Employee Notifications
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9	Employee Notifications
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave

Policy 4251: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 **| Last Revised Date:** 09/01/2023 **| Last Reviewed Date:** 09/01/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their

regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages

Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements

Management Resources	Description
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits

4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 4351: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** 09/01/2023 | **Last Reviewed Date:** 09/01/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their

regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

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Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
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Lab. Code 232	Disclosure of wages

Federal	Description
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29 CFR 516.4	Notice of minimum wage and overtime provisions
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29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
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29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements

Management Resources	Description
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Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

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3580	District Records
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4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 6161.11: Supplementary Instructional Materials

Status: ADOPTED

Original Adopted Date: 12/01/1990 | **Last Revised Date:** 10/01/2023 | **Last Reviewed Date:** 10/01/2023

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

The use of any supplemental instructional material shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials.

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Appropriateness of Materials

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, the employee shall preview the material to determine whether, in the employee's professional judgment, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

The Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Complaints

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

Policy Reference Disclaimer:
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State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 18111	Exclusion of books by Governing board that are sectarian, partisan, or denominational character
Ed. Code 220	Prohibition of discrimination
Ed. Code 233.5	Teaching of principles
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 243	Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51510	Prohibited study or supplemental materials
Ed. Code 51511	Religious matters properly included in courses of study

Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60200-60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60811.3	English language development standards

Management Resources	**Description**
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Court Decision	Fowler v. Board of Education of Lincoln County (1987) 819 F.2d 657
Court Decision	McCarthy v. Fletcher (1989) 207 Cal. App. 3d 130
Website	CSBA District and County Office of Education Legal Services
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

Cross References

Code	**Description**
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
1260	Educational Foundation
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4132	Publication Or Creation Of Materials
4232	Publication Or Creation Of Materials
4332	Publication Or Creation Of Materials
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study

6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6174	Education For English Learners
6174	Education For English Learners

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Information Item

Agenda Item Title: BUSD and COOL School Spring Break Camp Report

Prepared By: Aracely Romo-Flores, Director of Education Services

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Background:
BUSD receives funding through the Expanded Learning Opportunities (ELO) Program to provide six weeks of program for 9 hours per day beyond the regular school year.

From March 18- March 22, 2024, BUSD and COOL School partnered with California Adventure Camp to provide students with a variety of engaging activities throughout the week.

The Board will hear information about the successes of the Spring Break Camp.

Recommended Action:
None

Supporting Documents:
None

COOL School BUSD Spring Break Program 2024





TK / K field trip to Bay Area Children's Museum



Magician - *CA Adventure Camp* Partnership



Student sports with a Taylor Mountain view



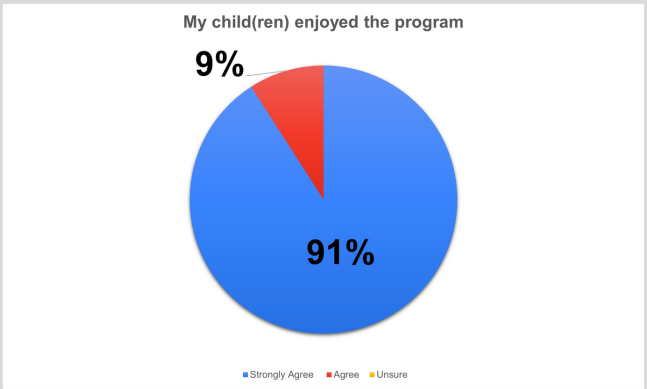


Camp Activities - Rubber Band Cars



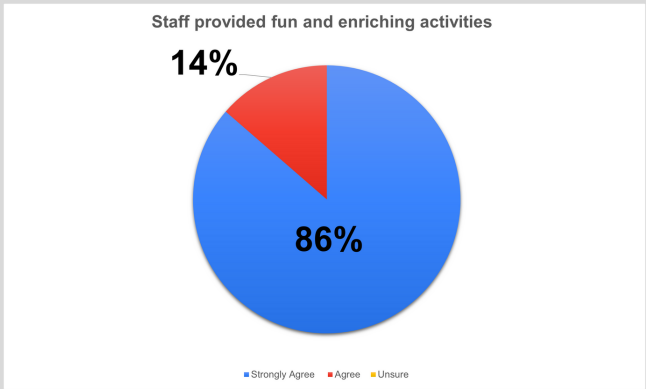


Survivalist - *CA Adventure Camp* Partnership



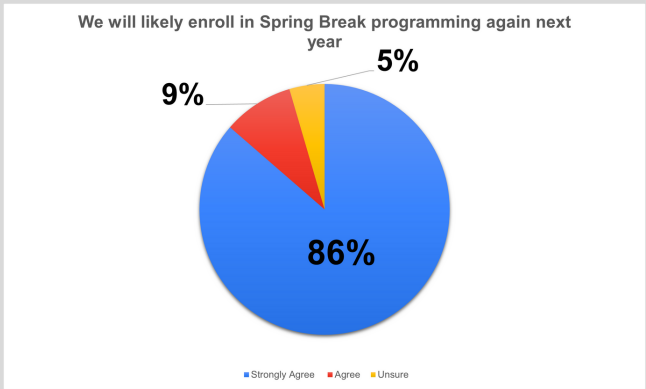
Parent Surveys

n = 22



"I like California adventure camp - magic and acting. I also like the ratio of teachers/staff vs. students. Staff are more focused with the students."

"My child enjoyed her spring break camp and wished it never ended"



Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Informational

Agenda Item Title: Student Services Update

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

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Background: This presentation will update the board on activities and progress related to Student Services.

Recommended Action:
No action needed.

Supporting Documents:

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Discussion/Action

Agenda Item Title: Resolution No. 21: In Opposition to Unification with Santa Rosa City Schools

Prepared By: Michael Kellison, Superintendent

Background:
On Monday, October 3rd, 2022 the Santa Rosa City Schools Board of Education held a special board meeting during which a report was presented by the Sonoma County Office of Education Superintendent Dr. Steve Herrington and Christy White from Christy White, Inc. The purpose of the report was to review a study sought by Santa Rosa City Schools that outlined several scenarios involving the unification or unionization of the SRCS high school district and/or its nine feeder elementary districts.

On January 18, 2023, the SRCS Board of Education requested that the full unification scenario in the Unification Study be pursued in the second phase of the Unification Study, and Ms. White presented the second phase of the Unification Study to the SRCS Board of Education on February 21, 2024.

Governing Boards from several of the feeder elementary school districts have passed similar resolutions stating their opposition to such a unification.

Recommended Action:
It is recommended that the Board of Trustees approve

Supporting Documents:
Resolution No. 21: In Opposition to Unification with Santa Rosa City Schools

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

Resolution No. 21
In Opposition to Unification with Santa Rosa City Schools

WHEREAS, in 2021 the Board of Education of the Santa Rosa City Schools ("SRCS") requested the Sonoma County Superintendent of Schools to conduct a financial feasibility study regarding the potential unification of SRCS with its nine feeder elementary school districts ("Unification Study"); and

WHEREAS, the Sonoma County Office of Education contracted with Christy White of Christy White, Inc. to conduct the Unification Study, which was released in October 2022; and

WHEREAS, on January 18, 2023, the SRCS Board of Education requested that the full unification scenario in the Unification Study be pursued in the second phase of the Unification Study; and

WHEREAS, Ms. White presented the second phase of the Unification Study to the SRCS Board of Education on February 21, 2024; and

WHEREAS, the Governing Board of the **Bellevue Union School District** believes that unification with SRCS is not in the best interest of the District's students, staff, and community because it would erode local control of resources and programs; and

WHEREAS, the Governing Board of the **Bellevue Union School District** further believes that remaining independent will allow the District to continue to serve the unique needs of its students and community in the most effective manner.

THEREFORE, BE IT RESOLVED that the Governing Board of the **Bellevue Union School District** opposes unification with SRCS.

BE IT FURTHER RESOLVED that the Governing Board of the **Bellevue Union School District** directs the Superintendent to transmit a copy of this resolution to the SRCS Board of Education and the Sonoma County Superintendent of Schools.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the **Bellevue Union School District** on April 16, 2024, by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Attest:

_____, Board President
Bellevue Union School District

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of Measure C Bond Audit Findings by Christy White and Associates for the Year Ending June 30, 2023

Prepared By: Chris J. Kim, CBO

Background:

Presented for the Board's review and approval are the audit report(s) of the District's financial statements and governmental activities associated with Measure C for the 2022/23 fiscal year by Christy White and Associates. In summary, the audit identified no findings or questioned costs for the year ended on June 30, 2023.

Recommended Action:

Review and Approve as Presented.

Supporting Documents:

Bellevue Union Elementary School District Measure C Bond Building Fund Audit Report for the Year Ended June 30, 2023.

Representation Letter(s) from Christy White and Associates Dated March 26, 2024

BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND

AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2023

BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND
TABLE OF CONTENTS
JUNE 30, 2023

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BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND
INTRODUCTION
JUNE 30, 2023

The Bellevue Union Elementary School District ("the District") was established in 1949. The District is located in Sonoma County. There were no changes in the boundaries of the District during the current year. The District operates 4 elementary schools.

On March 20, 2020, the voters of the Bellevue Union Elementary School District approved by more than 55% Measure C, authorizing the issuance and sale of general obligation bonds in an aggregate principal amount not to exceed $28,000,000 to finance school facilities. Election 2020, Series A was issued on May 20, 2020 for $9,000,000 with interest rates ranging from 3.125% to 5.00%. The original issuance consisted entirely of current interest bonds. The bonds have a final maturity date of August 1, 2050. Election 2020, Series B was issued in November 2021 for $8,475,000 with interest rates ranging from 0.23% to 4.00%. The original issuance consisted entirely of current interest bonds. The bonds have a final maturity date of August 1, 2050.

Measure C was a Proposition 39 bond. Under the Strict Accountability in Local School Construction Bonds Act passed in November 2000, Proposition 39 amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects. Under California law, all bond funds must be spent locally, to improve the District's local elementary schools, and not for teacher or administrator salaries.

Upon passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Measure C including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond proceeds.

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Independent Auditors' Report

Measure C Citizens' Oversight Committee and
Governing Board
Bellevue Union Elementary School District
Santa Rosa, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Measure C Bond Building Fund of Bellevue Union Elementary School District (the "District"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure C Bond Building Fund of Bellevue Union Elementary School District, as of June 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure C Bond Building Fund and do not purport to, and do not present fairly the financial position of the Bellevue Union Elementary School District, as of June 30, 2023, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user of the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters specific to the Measure C Bond Building Fund. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance specific to the Measure C Bond Building Fund.

Report of Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have issued our performance audit dated March 20, 2024, on our consideration of the District's compliance with the requirements of Proposition 39 as it directly relates to the Measure C Bond Building Fund. That report is an integral part of our audit of the Measure C Bond Building Fund of Bellevue Union Elementary School District, as of and for the year ended June 30, 2023, and should be considered in assessing the results of our financial audit.

Christy White, Inc.

San Diego, California
March 20, 2024

FINANCIAL SECTION

BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND
BALANCE SHEET
JUNE 30, 2023

ASSETS		
Cash and investments	$	6,740,610
Total Assets	$	6,740,610
LIABILITIES		
Accrued liabilities	$	162,314
Total Liabilities		162,314
FUND BALANCES		
Restricted for Measure C projects		6,578,296
Total Fund Balances		6,578,296
Total Liabilities and Fund Balances	$	6,740,610

The accompanying notes to financial statements are an integral part of this statement.

BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2023

REVENUES		
Interest income	$	170,837
Net increase (decrease) in the fair value of investments		(235,510)
Total Revenues		(64,673)
EXPENDITURES		
Current		
Facilities acquisition and construction		7,759,363
Total Expenditures		7,759,363
NET CHANGE IN FUND BALANCE		(7,824,036)
Fund Balance - Beginning		14,402,332
Fund Balance - Ending	$	6,578,296

The accompanying notes to financial statements are an integral part of this statement.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Bellevue Union Elementary School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual.* The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

An oversight committee to the District's Governing Board and Superintendent, called the Citizens' Oversight Committee (COC), was established pursuant to the requirements of state law and the provisions of the Measure C bond. The COC is required by state law to actively review and report on the proper expenditure of taxpayers' money for school construction. The COC provides oversight and advises the public whether the District is spending the Measure C bond funds for school capital improvements within the scope of projects outlined in the Measure C bond project list. In fulfilling its duties, the COC reviews, among other things, the District's annual performance and financial audits of Measure C activity.

The statements presented are for the individual Measure C Bond Building Fund of the District, consisting of the net construction proceeds of Election 2020 Series A and Series B, as issued by the District, through the County of Sonoma and are not intended to be a complete presentation of the District's financial position or results of operations. There are no related parties or component units included in this financial statement presentation.

B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

C. Cash and Cash Equivalents

The District's cash and cash equivalents consist of cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the statement of cash flows.

D. Interfund Balances

Receivables and payables resulting from short-term interfund loans are classified as "Due from other funds/Due to other funds."

E. Accrued Liabilities

In general, payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the fund.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Fund Balance

Under GASB Statement No. 54, fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The fund balance in Measure C is considered restricted.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

G. Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented in the financial statements.

H. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

NOTE 2 – CASH AND INVESTMENTS

Cash and investments as of June 30, 2023 consisted of the following:

Investment in county treasury	$	6,976,120
Net decrease in fair value of investments		(235,510)
Total	$	6,740,610

A. Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the state; U.S. Treasury instruments; registered state warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; collateralized mortgage obligations; and the County Investment Pool.

NOTE 2 – CASH AND INVESTMENTS (continued)

A. Policies and Practices (continued)

Investment in County Treasury – The District maintains substantially all of its cash in the County Treasury in accordance with *Education Code Section* 41001. The Sonoma County Treasurer's pooled investments are managed by the County Treasurer who reports on a monthly basis to the board of supervisors. In addition, the function of the County Treasury Oversight Committee is to review and monitor the County's investment policy. The committee membership includes the Treasurer and Tax Collector, the Auditor-Controller, Chief Administrative Officer, Superintendent of Schools Representative, and a public member. The fair value of the District's investment in the pool is based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

B. General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from its website. The table below identifies the investment types permitted by California Government Code.

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

C. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Treasury. The District maintains a pooled investment with the County Treasury with a fair value of approximately $6,740,610. The average weighted maturity for this pool is 539 days.

NOTE 2 – CASH AND INVESTMENTS (continued)

D. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investments in the County Treasury are not required to be rated. As of June 30, 2023, the pooled investments in the County Treasury were rated not rated.

E. Fair Value

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, either directly or indirectly.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Sonoma County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $1.00 net asset value per share.

The District's fair value measurements at June 30, 2023 were as follows:

	Uncategorized	
Investment in county treasury	$	6,740,610
Total	$	6,740,610

NOTE 3 – ACCRUED LIABILITIES

Accrued liabilities at June 30, 2023 consisted of $162,314 of construction payables.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

A. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2023.

B. Construction Commitments

As of June 30, 2023, the District had commitments with respect to unfinished capital projects of $5,146,709.

NOTE 5 – SUBSEQUENT EVENTS

In December 2023, the District issued $10,000,000 of General Obligation Bonds, Series C. 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.

OTHER INDEPENDENT AUDITORS' REPORTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

Measure C Citizens' Oversight Committee and
Governing Board
Bellevue Union Elementary School District
Santa Rosa, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure C Bond Building Fund of Bellevue Union Elementary School District (the "District"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Bellevue Union Elementary School District's basic financial statements of the Measure C Bond Building Fund, and have issued our report thereon dated March 20, 2024.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Measure C Bond Building Fund of Bellevue Union Elementary School District are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of the District as of June 30, 2023, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements of the Measure C Bond Building Fund of Bellevue Union Elementary School District, we considered Bellevue Union Elementary School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements of the Measure C Bond Building Fund, but not for the purpose of expressing an opinion on the effectiveness of Bellevue Union Elementary School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Bellevue Union Elementary School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Report on Internal Control over Financial Reporting (continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the Measure C Bond Building Fund are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
March 20, 2024

REPORT ON PERFORMANCE

Independent Auditors' Report

Measure C Citizens' Oversight Committee and
Governing Board
Bellevue Union Elementary School District
Santa Rosa, California

We were engaged to conduct a performance audit of the Measure C Bond Building Fund of Bellevue Union Elementary School District (the "District") for the year ended June 30, 2023.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District, in all significant respects, expended Measure C Bond Building Fund only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. The procedures performed and the related results are further described in the accompanying audit procedures and results section.

This report is intended solely for the information and use of the District, and is not intended to be and should not be used by anyone other than this specified party.

Christy White, Inc.

San Diego, California
March 20, 2024

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AUDIT PROCEDURES AND RESULTS SECTION

BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND
AUDIT PROCEDURES AND RESULTS
FOR THE YEAR ENDED JUNE 30, 2023

SECTION I – FINANCIAL AUDIT PROCEDURES AND RESULTS

Financial Statements

As mentioned in the Report on Financial Statements, we have issued an unmodified opinion over the financial statements of the Measure C Bond Building Fund as of and for the year ended June 30, 2023.

Internal Control Evaluation

We tested internal controls over financial reporting and compliance with laws, regulations, or provisions of contracts or agreements and have determined through our inquiry of management and our evaluation of District processes that no significant deficiencies were noted.

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS

Facility Project Expenditures

We selected a representative sample of expenditures charged to the Measure C Bond Building Fund and reviewed supporting documentation to ensure funds were properly expended on specific project(s) listed in the text of the Measure C ballot.

We tested $4,019,115 million of non-personnel expenditures or 53% of current year Measure C Bond Building Fund expenditures for validity, allowability, and accuracy and concluded that the sampled expenditures were in compliance with the terms of Measure C ballot language, the District approved facilities plan, and applicable state laws and regulations.

Personnel Expenditures

Based on review of expenditure information, we noted that there were no salaries or benefits charged to the Measure C Bond Building Fund during the fiscal year ended June 30, 2023. Audit procedures over personnel expenditures was not applicable.

Contract Bidding Procedures

We reviewed a listing of contracts awarded during the fiscal year ended June 30, 2023 and selected a sample to ensure that contracts for public projects followed appropriate bidding procedures per applicable Public Contract Code. Additionally, we reviewed overall expenditures by vendor in order to determine if multiple projects under the applicable bidding threshold were identified to suggest any possible bid-splitting.

From a sample of three (3) or seven (7) contracts awarded during the year, we noted that applicable bidding procedures were followed and that contracts were appropriately awarded to the lowest responsible bidder for valve replacements, landscaping and raising the drain inlets at Taylor Mountain Elementary School.

Based on our review of overall expenditures and projects by vendor, no instances or possible indications of bid-splitting were identified. The District appears to be properly reviewing projects and applying appropriate procedures over contract and bidding procedures.

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS (continued)

Contract Change Order Procedures

We reviewed a listing of contracts and change orders during the fiscal year ended June 30, 2023 and selected a sample to ensure that change orders were properly approved and in accordance with District policies. Additionally, cumulative change orders for any given contract were reviewed to ensure that total change orders did not exceed ten percent of the total original contract.

We reviewed one change order related to the Kawana Springs Multi-Purpose Room to verify that the change order did not exceed ten percent of the total contract. The change order was above the 10% threshold and was properly reviewed and approved by management and the governing board in accordance with District policy.

FINDINGS AND RECOMMENDATIONS SECTION

BELLEVUE UNION ELEMENTARY SCHOOL DISTRICT
MEASURE C BOND BUILDING FUND
SCHEDULE OF FINDINGS AND RECOMMENDATIONS
FOR THE YEAR ENDED JUNE 30, 2023

PART I – FINANCIAL STATEMENT FINDINGS

There were no financial statement findings for the year ended June 30, 2023.

PART II – PERFORMANCE AUDIT FINDINGS

There were no findings or recommendations related to the Measure C Bond Building Fund for the year ended June 30, 2023.

PART III – PRIOR AUDIT FINDINGS

There were no findings and recommendations for the year ended June 30, 2022.

CHRISTY WHITE
Certified Public Accountants serving K-12 School Districts and Charter Schools throughout California

March 26, 2024

Board of Trustees
Bellevue Union Elementary School District
Santa Rosa, California

We have audited the financial statements of the Measure C Bond Building Fund of the Bellevue Union Elementary School District (the "District") for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 9, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2023. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements
Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations
We have requested certain representations from management that are included in the management representation letter dated March 20, 2024.

Management Consultations with Other Independent Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

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Significant Audit Matters (continued)

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Restriction on Use

This information is intended solely for the information and use of Board of Education and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Christy White, Inc.

Christy White, Inc.
San Diego, California

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Consider for Approval Resolution No. 22: Proclaiming May 6-10, 2024 Teacher Appreciation Week And May 7, 2024 National Teacher Day

Prepared By: Michael Kellison, Superintendent

Background:
May 6-10, 2024 Teacher Appreciation Week And May 7, 2024 National Teacher Day. We will be joining school districts locally and nationally as we honor and celebrate teachers.

Recommended Action:
It is recommended that the Board of Trustees approve

Supporting Documents:
Resolution No. 22: Proclaiming May 6-10, 2024 Teacher Appreciation Week And May 7, 2024 National Teacher Day

DATE: 04.16.2024

RESOLUTION OF THE BELLEVUE UNION SCHOOL DISTRICT BOARD OF EDUCATION PROCLAIMING RESOLUTION NO. 22: PROCLAIMING MAY 6-10, 2024 TEACHER APPRECIATION WEEK AND MAY 7, 2024 NATIONAL TEACHER DAY

WHEREAS, an educated citizenry serves as the foundation of our democracy; and,

WHEREAS, teachers fill many roles, as listeners, explorers, role models, motivators and mentors; and

WHEREAS, no other profession touches as many people with such lasting effect; and

WHEREAS, good teaching grows in value and pays dividends far beyond the classroom; and

WHEREAS, teachers continue to influence us long after our school days are only memories;

WHEREAS, excellence in our state begins with California's teachers;

WHEREAS, California's teachers are among the best educated, most credentialed and hardest-working educators in the country; and

NOW, THEREFORE, BE IT RESOLVED that the Bellevue Union School District Board of Education and the Superintendent of Bellevue Union School District urge all citizens to observe May 6-10, 2024 Teacher Appreciation Week And May 7, 2024 National Teacher Day by taking time to remember and honor those Bellevue Union School District Teachers who give the gift of knowledge through teaching.

The foregoing resolution was moved by Board Member _____, seconded by Board Member _____, and adopted on roll call vote on April 16, 2024, by the following vote:

Board Member	Adele Walker	_____
Board Member	Jamie Padilla	_____
Board Member	Irene Rosario	_____
Board Member	Nikigiovonie Rogers	_____
Board Member	Lisa Reyes	_____

AYES: _____ NOES: _____ ABSENT/NOT VOTING: _____

I hereby certify the foregoing to be a full, true, and correct resolution duly adopted by the Bellevue Union School District Board of Education.

Attest:

_____ _____

President
Bellevue Union Board of Education

Secretary of the Board/Superintendent

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Consider Approval of Resolution No. 23: Proclaiming the Week of May 19-25, 2024 as Classified School Employee Week

Prepared By: Michael Kellison, Superintendent

Background:
The Week of May 19-25, 2024 is Classified School Employee Week in the State of California. We will be joining other districts in California in honoring our hard working support staff.

Recommended Action:
It is recommended that the Board of Trustees approve

Supporting Documents:
Resolution No. 23: Proclaiming the Week of May 19-25, 2024 as Classified School Employee Week

DATE: 04.18.2023

RESOLUTION 23 OF THE BELLEVUE UNION SCHOOL DISTRICT BOARD OF EDUCATION PROCLAIMING THE WEEK OF May 19-25, 2024 AS CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, classified professionals provide valuable services to the schools and students of the Bellevue Union School District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Bellevue Union School District's students; and

WHEREAS, classified professionals employed by the Bellevue Union School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the Bellevue Union School District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in Bellevue Union School District and declares the week of May 19-25, 2024, as Classified School Employee Week in the Bellevue Union School District.

The foregoing resolution was moved by Board Member _____, seconded by Board Member _____, and adopted on roll call vote on April 16, 2024, by the following vote:

Board Member	Adele Walker	_____
Board Member	Jamie Padilla	_____
Board Member	Irene Rosario	_____
Board Member	Nikigiovonie Rogers	_____
Board Member	Lisa Reyes	_____

AYES: _____ NOES: _____ ABSENT/NOT VOTING: _____

I hereby certify the foregoing to be a full, true, and correct resolution duly adopted by the Bellevue Union School District Board of Education.

Attest:

_____ _____

President
Bellevue Union Board of Education

Secretary of the Board/Superintendent

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Consider Approval of Resolution No. 24: Authorizing Participation In The Association Of Bay Area Governments (ABAG) Publicly Owned Energy Resources (ABAG Power) Joint Powers Agreement (JPA) And Execution Of Necessary Program Agreements To Participate In ABAG Power's Core Natural Gas Aggregation Program

Prepared By: Bill Jereb, Director of Maintenance & Operations

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Background:

SPURR is a California JPA formed in 1989 to seek reduction and control of utility costs on behalf of its members. SPURR has acted as a natural gas energy service provider for approximately 30 years, with a membership open to all California public K-12 school districts, county offices of education, and community college districts.

Bellevue Union School District has been a participant in SPURR's core natural gas program for several years.

For various reasons, SPURR will cease to provide natural gas service to core accounts on or about June 30, 2024. In the summer of 2023, SPURR conducted an RFQP seeking qualified vendors to provide retail natural gas commodity service for core and noncore accounts. Thereafter, SPURR evaluated responses and recommended ABAG POWER for the award of core accounts only.

ABAG was formed in 1961 by a JPA among San Francisco Bay Area local governments and serves as the comprehensive regional planning agency and Council of Governments for the nine counties and 101 cities and towns of the Bay Area. In 2017, staff of ABAG were consolidated under the Metropolitan Transportation Commission (MTC) – the San Francisco Bay Area's Metropolitan Planning Organization, responsible for planning, financing, and coordinating transportation for the nine-county Bay Area. As such, all interactions between ABAG POWER and **Bellevue Union School District** relevant to natural gas services will be conducted by MTC staff on behalf of ABAG and ABAG POWER.

Eligibility and Required Actions:

ABAG POWER membership is limited to public agencies and non-profits. Additionally, the ABAG POWER JPA requires new members to be a Member or Cooperating Member of ABAG at the time they join ABAG POWER. Cooperating Members are entitled to attend all meetings of

the ABAG General Assembly and the Executive Board, but are not entitled to vote or participate in debate. Furthermore, ABAG POWER's programs are open to any public agency or non-profit with natural gas accounts on the Pacific Gas and Electric Company (PG&E) distribution system. Based on these criteria, **Bellevue Union School District** is eligible to seek membership as a Cooperating Member of ABAG and subsequently join ABAG POWER.

Several actions are required for enrollment with ABAG POWER, including executing the ABAG POWER JPA and Core Gas Aggregation Agreement. **Bellevue Union School District** is also required to adopt a resolution approving entry into ABAG POWER, designating a voting director, authorizing execution of the JPA, and acknowledging the Bylaws of ABAG POWER. The Core Gas Aggregation Agreement establishes a minimum three-year term and requires each member to provide a working capital deposit at the time they join the program. The deposit is calculated as three months of estimated expenses, based on the average usage over a twenty-four month period. A lump sum payment is required for two months of estimated expenses at the time a member joins ABAG POWER, and the third month of estimated expenses is collected over a twenty-four month period. The deposit is refundable should a member leave the program.

On December 11, 2023, following SPURR's award, the ABAG POWER Board of Directors voted to admit SPURR participants as new members of ABAG POWER, provided they seek membership and meet the enrollment requirements.

Recommended Action:

Approve Resolution No. 24: Authorizing Participation In The Association Of Bay Area Governments (ABAG) Publicly Owned Energy Resources (ABAG Power) Joint Powers Agreement (JPA) And Execution Of Necessary Program Agreements To Participate In ABAG Power's Core Natural Gas Aggregation Program

Supporting Documents:

Resolution No. 24: Authorizing Participation In The Association Of Bay Area Governments (ABAG) Publicly Owned Energy Resources (ABAG Power) Joint Powers Agreement (JPA) And Execution Of Necessary Program Agreements To Participate In ABAG Power's Core Natural Gas Aggregation Program

RESOLUTION NO. 24

RESOLUTION OF THE Bellevue Union School District AUTHORIZING PARTICIPATION IN THE ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) PUBLICLY OWNED ENERGY RESOURCES (ABAG POWER) JOINT POWERS AGREEMENT (JPA) AND EXECUTION OF NECESSARY PROGRAM AGREEMENTS TO PARTICIPATE IN ABAG POWER'S CORE NATURAL GAS AGGREGATION PROGRAM

WHEREAS, **Bellevue Union School District** is currently a member of, and enrolled in the School Project for Utility Rate Reduction (SPURR) core (small usage) natural gas program, which provides natural gas energy service in lieu of using Pacific Gas and Electric Company (PG&E) for natural gas energy service; and

WHEREAS, SPURR is a California Joint Powers Authority (JPA) formed in 1989 to seek reduction and control of utility costs on behalf of its members; and

WHEREAS, SPURR has acted as a natural gas energy service provider for approximately 30 years, with a membership open to all California public K-12 school districts, county offices of education, and community college districts. In total, the membership consists of over 300 participating organizations, for whom SPURR aggregates purchasing power and expertise; and

WHEREAS, **Bellevue Union School District** has been a participant in SPURR's core natural gas program for several years; and

WHEREAS, the benefits of participating in SPURR include but are not limited to simplified procurement, competitively sourced pricing, terms, and conditions, increased customer choice, and transparent processes, results, and documentation; and

WHEREAS, SPURR has made a business decision to cease providing natural gas service to core accounts on or about June 30, 2024, and has conducted a Request for Qualifications and Proposals (RFQP) to identify qualified energy service providers to begin providing natural gas energy services to SPURR members after the closure of its gas program; and

WHEREAS, SPURR has 1) evaluated responses to the RFQP and recommended the Association of Bay Area Governments (ABAG) Publicly Owned Energy Resources (ABAG POWER) for the award of core accounts, and 2) recommended that current natural gas program participants engage with and consider transitioning to ABAG POWER's service offering; and

WHEREAS, ABAG POWER, like SPURR, is a California JPA, formed in 1998 by ABAG and local governments to provide aggregated electricity and natural gas procurement for municipal facilities, with goals of price stability and cost savings; and

WHEREAS, ABAG POWER's current service offerings include a natural gas aggregation program and a renewable natural gas program. 37 cities, counties, towns, and special districts currently participate in ABAG POWER; and

WHEREAS, many of the core services and benefits of SPURR and ABAG POWER are similar, including public ownership, in-house customer service, competitive rates, regulatory involvement, and regional structures that enable knowledge sharing and elevation of local priorities; and

WHEREAS, in assessing the value of joining ABAG POWER, staff have considered the program's goals of price stability and cost savings, as well as the facts that members own and operate the JPA and have a direct ability to influence ABAG POWER's priorities and operations through the **Bellevue Union School District's** voting delegate to the ABAG POWER Board of Directors; guaranteed transparency due to governance meetings being subject to the Ralph M. Brown Act; simplified billing and customer service; and, potential opportunities related to regulatory advocacy and grant funding; and

WHEREAS, over a twenty-year time period (2003-2023), ABAG POWER has been, on average, two percent (2%) more expensive than PG&E on an annual basis. With relative price parity compared to PG&E, staff have considered other aspects of ABAG POWER with respect to differences compared to joining PG&E or other third-party procurement options; and

WHEREAS, staff consideration has found that joining ABAG POWER is valuable, and has resulted in a recommendation to seek membership in ABAG POWER beginning July 1, 2024, upon the termination of SPURR's core natural gas program; and

WHEREAS, Bellevue Union School District is eligible to join ABAG POWER, given its organizational status as a public agency, and its geographic location on the PG&E distribution system; and

WHEREAS, enrollment with ABAG POWER requires **1)** new members to be a Member or Cooperating Member of ABAG at the time they join ABAG POWER **2)** the adoption of a resolution of Bellevue Union School District seeking membership in the ABAG POWER JPA, designating a voting director to serve on the ABAG POWER Board of Directors, authorizing execution of the JPA and core gas aggregation agreement, and acknowledging the ABAG POWER Bylaws, **3)** a working capital deposit to be provided at the time a new member joins, calculated as two months of estimated expenses, and **4)** a minimum three-year contract term; and

WHEREAS, Bellevue Union School District is eligible to become a Cooperating Member of ABAG. Cooperating Members are entitled to attend all meetings of the ABAG General Assembly and the Executive Board, but are not entitled to vote or participate in debate. The ABAG Executive Board or Executive Director may approve the admission of any governmental entity or public agency electing to join ABAG as a Cooperating Member.

NOW, THEREFORE, BE IT RESOLVED, that the **Board of Directors of the Bellevue Union School District** hereby seeks membership as a Cooperating Member of ABAG; seeks membership in the ABAG POWER JPA; authorizes execution of the ABAG POWER JPA and natural gas aggregation agreement; acknowledges the ABAG POWER Bylaws; and, **appoints Michael Kellison, BUSD Superintendent, as the voting director to serve on the ABAG POWER Board of Directors**.

AYES:	**___**	**Attest:**
NAYS:	**___**	
ABSTAIN:	**___**	**_____, Board President**
ABSENT:	**___**	**Bellevue Union School District**

Bellevue Union School District

Agenda Item for Board Meeting

Agenda Category: Action

Agenda Item Title: Consider Approval of Board Policy 3470: Debt Issuance and Management

Prepared By: Michael Kellison, Superintendent

Background:
Public School Districts in the state of California are required to have board policy related to debt issuance and management. Board Policy 3470 was drafted by the California School Boards Association (CSBA) to address this requirement and BUSD has modified the policy to ensure that all types of potential debt are addressed within the recommended policy.

Recommended Action:
Approval of the proposed policy

Supporting Documents:
Board Policy 3470: Debt Issuance and Management

Policy 3470: Debt Issuance And Management

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt

5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued

8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future

9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities

2. To refund existing debt, including (if not prohibited by California Constitution, Article 16, Section 18) involuntary tort indebtedness when the Board determines it is in the best interests of the District

3. To provide for cash flow needs

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt

    a. Short-term debt, such as tax and revenue anticipation notes (TRANS), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)

    b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

    c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

    a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

    b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

    c. Refunding bonds issued pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code. (Government Code 53570-53572; Government Code 53580-53589.5)

3. Lease financing, including certificates of participation (COPs)

    a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

    b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400- 17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is

determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6) The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost

2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates

3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, if

refunding for savings, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring

of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Exceptions and Modifications

The District acknowledges that the capital marketplace fluctuates, municipal finance products change from time to time, and that issuer and investor supply and demand vary. These fluctuations may produce situations that are not anticipated or covered by this policy. As such, the Board may make exceptions or modifications to this policy to achieve the debt management goals outlined above. Management flexibility is appropriate and necessary in such situations, provided specific authorization is granted by the Board.

Policy Development

The Superintendent or designee may develop additional specific elements of a debt management framework through rules and regulations which, along with this policy, shall be reviewed periodically in consideration of changing laws, District needs and market conditions.

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 References	Description
CA Constitution Article 13A, Section 1	Tax limitation
CA Constitution Article 16, Section 18	Debt limit
Ed. Code 15100-15262	Bonds for school districts and community college districts
Ed. Code 15264-15276	Strict accountability in local school construction bonds

Ed. Code 15278-15288	Citizen’s oversight committees
Ed. Code 15300-15425	School facilities improvement districts
Ed. Code 17150	Public disclosure of non-voter-approved debt
Ed. Code 17400-17429	Leasing of school buildings
Ed. Code 17450-17453.1	Leasing of equipment
Ed. Code 17456	Sale or lease of district property
Ed. Code 17596	Limit on continuing contracts
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 5300-5441	Conduct of elections
Elec. Code 1000	Established election dates
Gov. Code 53311-53368.3	Mello-Roos Community Facilities Act of 1982
Gov. Code 53410-53411	Bond reporting
Gov. Code 53506-53509.5	General obligation bonds
Gov. Code 53550-53569	Refunding bonds of local agencies
Gov. Code 53580-53595.55	Bonds
Gov. Code 53850-53858	Tax and revenue anticipation notes
Gov. Code 53859-53859.08	Grant anticipation notes
Gov. Code 8855	California Debt and Investment Advisory Commission

Federal References	**Description**
15 USC 780-4	Registration of municipal securities dealers
17 CFR 240.10b-5	Prohibition against fraud or deceit

17 CFR 240.15c2-12	Municipal securities disclosure
26 CFR 1.6001-1	Records
26 USC 54E	Qualified Zone Academy Bonds
Management Resources References	**Description**
CDIAC Publication	California Debt Issuance Primer
Gov. Finance Officers Association Publication	Analyzing and Issuing Refunding Bonds, Best Practice, February 2011
Gov. Finance Officers Association Publication	Debt Management Policy, Best Practice, October 2012
Gov. Finance Officers Association Publication	Investment of Bond Proceeds, Best Practice, September 2014
Gov. Finance Officers Association Publication	Selecting and Managing Municipal Advisors, Best Practice, February 2014
Gov. Finance Officers Association Publication	An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016
Gov. Finance Officers Association Publication	Understanding Your Continuing Disclosure Responsibilities, Best Practice,
Internal Revenue Service Publication	September 2015
Internal Revenue Service Publication	Tax Exempt Bond FAQs Regarding Record Retention Requirements
U.S. Government Accountability Publication	Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Securities and Exchange Commission
Website	U.S. Government Accountability Office

Website	Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA)
Website	California Debt and Investment Advisory Commission
Website	Government Finance Officers Association
Website	Internal Revenue Service
Cross References	**Description**
0000	Vision
0200	Goals For The School District
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability

3600	Consultants
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7210	Facilities Financing
7212	Mello-Roos Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Consider Approval of Resolution No: 25 The Board Of Trustees Of The Bellevue Union School District Authorizing The Issuance And Sale Of Bellevue Union School District Judgment Obligation Bonds In An Amount Not To Exceed $5,000,000, Authorizing The Execution And Delivery Of An Indenture And Authorizing A Validation Action And Other Matters Relating Thereto

Prepared By: Michael Kellison, Superintendent

Background:

The District is obligated to make payments to certain persons (the "Judgment Obligees") under the terms of two Stipulated Consent Judgments entered against the District according to the terms of a stipulation for settlement pursuant to California Code of Civil Procedure Section 664.6 (the "Judgments") in regards to two lawsuits asserting involuntary tort claims filed against the District in the Superior Court of the State of California, County of Sonoma, Case Nos. SCV-269166 and SCV-269516, pursuant to California Government Code Sections 815.2, 815.4 and 815.6 by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019. Pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act"), the District is authorized to issue refunding bonds (the "Bonds") to refund any evidence of indebtedness of the District. The issuance of the Bonds to refund the District's obligations to the Judgment Obligees evidenced by the Judgments will allow the District to amortize such obligations over time.

The Bonds will be sold and issued by the District. Isom Advisors, a Division of Urban Futures, Inc. will serve as the District's municipal advisor for the transaction, and Orrick, Herrington & Sutcliffe LLP will serve as bond for the District. Jones Hall, A Professional Law Corporation, shall serve as the District's disclosure counsel.

The Resolution authorizes the issuance of the Bonds, approves the form of an Indenture pursuant to which the Bonds will be issued, and authorizes District officers to commence and pursue a validation action under Section 860 of the California Code of Civil Procedure to determine the legality and validity of the Bonds and the Indenture.

Budget Implications:

The obligations of the District under the Bonds, including the obligation to make all payments of the interest on and the principal of the Bonds when due, like the District's

obligations to the Judgment Obligees under the Judgements, will be obligations of the District imposed by law and will be absolute and unconditional, without any right of set-off or counterclaim, and will be payable from all legally available funds of the District. Accordingly, the District's general fund is implicated by this financing and will be the source of repayment of the Bonds. The issuance of the Bonds allows the District to amortize its obligations under the Judgments over time. Good faith estimates of the costs associated with the Bonds are included with the Resolution as Exhibit A.

Recommended Action:

Approval of Resolution No: 25 The Board Of Trustees Of The Bellevue Union School District Authorizing The Issuance And Sale Of Bellevue Union School District Judgment Obligation Bonds In An Amount Not To Exceed $5,000,000, Authorizing The Execution And Delivery Of An Indenture And Authorizing A Validation Action And Other Matters Relating Thereto

Supporting Documents:

Resolution No: 25 The Board Of Trustees Of The Bellevue Union School District Authorizing The Issuance And Sale Of Bellevue Union School District Judgment Obligation Bonds In An Amount Not To Exceed $5,000,000, Authorizing The Execution And Delivery Of An Indenture And Authorizing A Validation Action And Other Matters Relating Thereto

Indenture - Bellevue USD Judgment Obligation Bonds (AB 218) 4128-8254-0110 4

RESOLUTION NO. 25

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BELLEVUE UNION SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF BELLEVUE UNION SCHOOL DISTRICT JUDGMENT OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $5,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE AND AUTHORIZING A VALIDATION ACTION AND OTHER MATTERS RELATING THERETO

WHEREAS, the Bellevue Union School District (the "District") is obligated to make payments to certain persons (the "Judgment Obligees") under the terms of two Stipulated Consent Judgments entered against the District according to the terms of a stipulation for settlement pursuant to California Code of Civil Procedure Section 664.6 (the "Judgments") in regards to two lawsuits asserting involuntary tort claims filed against the District in the Superior Court of the State of California, County of Sonoma, Case Nos. SCV-269166 and SCV-269516, pursuant to California Government Code Sections 815.2, 815.4 and 815.6 by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019; and

WHEREAS, the amounts payable to the Judgment Obligees pursuant to the Judgments would result in significant, negative impacts to the District's budget in fiscal year 2023-24 and future fiscal years; and

WHEREAS, pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act"), the District is authorized to issue refunding bonds to refund any evidence of indebtedness of the District; and

WHEREAS, the Board of Trustees of the District (the "Board") has determined that it is in the best interests of the District, necessary in the management of its fiscal affairs, to refund the District's obligations to the Judgment Obligees evidenced by the Judgments; and

WHEREAS, for the purpose of refunding the District's obligations to the Judgment Obligees evidenced by the Judgments pursuant to the Act, the District desires to issue its Bellevue Union School District Judgment Obligation Bonds, in one or more series and on a tax-exempt and/or taxable basis depending on the requirements of federal tax laws (collectively, the "Bonds"), in an aggregate principal amount not exceeding the sum of (a) the amount payable to the Judgment Obligees pursuant to the Judgments, (b) the costs of issuance of the Bonds (including underwriter's discount or placement agent's fee for the Bonds), and (c) any original issue discount on the Bonds; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds and to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, the District proposes to enter into an Indenture with a commercial bank trustee (such Indenture, in

the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture"); and

WHEREAS, the District has determined that securing the timely payment of the principal of and interest on the Bonds by obtaining a bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, Section 5852.1 of the California Government Code requires that the Board obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of bonds with a term greater than 13 months, good faith estimates of (a) the true interest cost of such bonds, (b) the sum of all fees and charges paid to third parties with respect to such bonds, (c) the amount of proceeds of such bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of such bonds, and (d) the sum total of all debt service payments on such bonds calculated to the final maturity of such bonds, plus the fees and charges paid to third parties not paid with the proceeds of such; and

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the Board has obtained from Isom Advisors, a Division of Urban Futures, Inc., as the District's municipal advisor, the required good faith estimates, and such estimates are disclosed and set forth in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the District has previously adopted a local debt policy (the "Debt Management Policy") that complies with California Government Code Section 8855(i), and the District's sale and issuance of the Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Board desires to authorize officers of the District to commence and pursue a validation action under Section 860 of the California Code of Civil Procedure to determine the legality and validity of the Judgments, the Bonds, the Indenture, and the other documents and proceedings authorized by this Resolution; and

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, the District has full legal right, power and authority under the Constitution and the laws of the State of California to enter into the transactions hereinafter authorized; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

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

The foregoing recitals are true and correct and the Board hereby so finds and determines.

Section 1. The issuance of the Bonds, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, is hereby authorized and approved. The Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution. The Bonds, in substantially the form set forth in the Indenture submitted to this meeting and made a part hereof as though set forth herein, be and the same are hereby approved. The Bonds may be issued, in one or more series and on a tax-exempt and/or taxable basis depending on the requirements of federal tax laws and may have applicable call features, maturities, authorized denominations, payment dates and other variable items related thereto; provided, however, that (a) the aggregate principal amount of the Bonds (which in no event shall exceed $5,000,000) shall not exceed the sum of (i) the District's obligations to the Judgment Obligees evidenced by the Judgments, and (ii) the underwriter's discount on the Bonds or placement agent's fee for the Bonds, plus any original issue discount on the Bonds, and plus the costs of issuance (including any bond insurance premium) related to the Bonds; (b) the true interest cost to the District on the Bonds issued shall not exceed 8.00%, (c) the Bonds shall mature not later than 25 years from the date of issuance thereof; and (d) the Bonds issued thereunder shall otherwise conform to the limitations specified herein.

The President of the Board, or such other member of the Board as the President may designate, the Superintendent of the District, the Chief Business Official of the District, including anyone serving as an interim or provisional officer in such positions, or such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers") are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver the Bonds in the form attached to the Indenture, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Bonds by such Authorized Officer.

Section 2. The form of the Indenture, submitted to and on file with the Secretary of the Board, is hereby approved, and Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Indenture in substantially said form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that any such changes, insertions and omissions shall be consistent with the authority, and limitations thereon, granted to the Authorized Officers in Section 2 hereof.

Section 3. The Authorized Officers are each hereby authorized and directed to apply for municipal bond insurance for the Bonds and to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Bonds. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract for such insurance if such contract is

deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract.

Section 1. In connection with the issuance of the Bonds, Isom Advisors, A Division of Urban Futures, Inc., shall serve as the District's municipal advisor, Jones Hall, A Professional Law Corporation, shall serve as the District's disclosure counsel, and Orrick, Herrington & Sutcliffe LLP, shall serve as the District's bond counsel.

Section 2. The Authorized Officers are each hereby authorized and directed, for and in the name of the District, to commence and pursue a validation action under Section 860 of the California Code of Civil Procedure to determine the legality and validity of the Judgments, the Bonds, the Indenture, and the other documents and proceedings authorized by this Resolution. Orrick, Herrington & Sutcliffe LLP is hereby authorized to commence and pursue such validation action on behalf of the District.

Section 3. The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things, which they may deem necessary or advisable in order to consummate the transaction herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 4. All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 5. With the passage of this Resolution, the District hereby confirms that it has adopted the Debt Management Policy and certifies that such Debt Management Policy complies with California Government Code Section 8855(i), and that the District's financing described in this Resolution and its obligations under the Bonds and the Indenture, as contemplated by this Resolution, is in compliance with the Debt Management Policy, and instructs Orrick, Herrington & Sutcliffe LLP, as Bond Counsel, on behalf of the District, with respect to the Bonds described in this Resolution, (a) to cause notices of the proposed sale and final sale of the Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the "Yes" box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 6. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this day, April 16, 2024.

President of the Board of Trustees of the
Bellevue Union School District

ATTEST:

Secretary of the Board of Trustees of the
Bellevue Union School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by Isom Advisors, A Division of Urban Futures, Inc., the District's municipal advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and based on market conditions prevailing at the time of preparation of such estimate, its good faith estimate of the aggregate principal amount of the Bonds to be sold in a public offering is $4,750,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 6.616691%.

Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $350,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is $4,400,000.

Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the estimated finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $8,519,562.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Bonds being different than the

market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on various factors. The actual interest rates borne by the Bonds will depend on market conditions at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District and the Municipal Advisor. The Board of Trustees of the District has approved the issuance of the Bonds with a maximum true interest cost of 8.0%.

SECRETARY'S CERTIFICATE

I, Michael Kellison, Secretary of the Board of Trustees of the Bellevue Union School District, County of Sonoma, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District held at the regular meeting place thereof on April 16, 2024, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 3150 Education Drive, Santa Rosa, California, a location freely accessible to members of the public, and on the District's website at https://www.busd.org/school-board/busd-school-board and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect..

Dated: _____, 2024

_____

Secretary of the Board of Trustees of the
Bellevue Union School District

INDENTURE

by and between

BELLEVUE UNION SCHOOL DISTRICT

and

[TRUSTEE],
AS TRUSTEE

Dated as of _____ 1, 2024

relating to

Bellevue Union School District
Judgment Obligation Bonds, Series 2024

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INDENTURE

THIS INDENTURE (this "**Indenture**"), dated as of _____ 1, 2024, by and between the **BELLEVUE UNION SCHOOL DISTRICT**, a school district duly organized and validly existing under the laws of the State of California (the "**District**"), and **[TRUSTEE]**, a national banking association organized and existing under the laws of the United States of America, as trustee (the "**Trustee**"),

W I T N E S S E T H:

WHEREAS, the District is obligated to make payments to certain persons (the **"Judgment Obligees"**) under the terms of two Stipulated Consent Judgments entered against the District according to the terms of a stipulation for settlement pursuant to California Code of Civil Procedure Section 664.6 (the **"Judgments"**) in regards to two lawsuits asserting involuntary tort claims filed against the District in the Superior Court of the State of California, County of Sonoma, Case Nos. SCV-269166 and SCV-269516, pursuant to California Government Code Sections 815.2, 815.4 and 815.6 by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019; and

WHEREAS, the amounts payable to the Judgment Obligees pursuant to the Judgments would result in significant, negative impacts to the District's budget in fiscal year 2023-24 and future fiscal years; and

WHEREAS, the District is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "**Act**") to issue refunding bonds for the purpose of refunding any evidence of indebtedness of the District; and

WHEREAS, pursuant to the resolution of the Board of Trustees of the District (the "Board") adopted on April 16, 2024 (the "**Resolution**"), the Board has authorized the issuance of judgment obligation bonds of the District for the purposes of refunding the District's obligations to the Judgment Obligees evidenced by the Judgments; and

WHEREAS, as authorized and in furtherance of the terms of the Resolution, the Board desires to cause the District to issue its Bellevue Union School District Judgment Obligation Bonds, Series 2024 (the "**Series 2024 Bonds**"), in the aggregate principal amount of $_____; and

WHEREAS, the District desires to provide for the issuance of additional bonds (the "**Additional Bonds**") payable on a parity with the Series 2024 Bonds (the Series 2024 Bonds and any such Additional Bonds being collectively referred to as the "**Bonds**") for the purpose of refunding obligations outstanding under this Indenture; and

WHEREAS, the Bonds; including, without limitation, the obligation to pay all amounts due and owing with respect to the Bonds and to pay all interest thereon at the applicable interest

rates set forth in this Indenture, when due, are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim, payable from general funds to be appropriated by the District; and

WHEREAS, in order to provide for the execution, authentication and delivery of the Bonds, to establish and declare the conditions and terms upon which the Bonds are to be issued and to secure the payment of the interest thereon and the principal thereof, the District has authorized the execution and delivery of this Indenture; and

WHEREAS, the District has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the District and authenticated and delivered by the Trustee hereunder, valid, binding and legal obligations of the District payable in accordance with their terms, and to constitute this Indenture a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the interest on and the principal of all Bonds at any time issued and outstanding hereunder according to their tenor, and to secure the performance and observance of all the agreements and covenants herein and therein set forth, and to declare the conditions and terms upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the respective registered owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the District does hereby agree and covenant with the Trustee, for the benefit of the respective registered owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

"Act" means Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means Bonds other than Series 2024 Bonds issued hereunder in accordance with the provisions of Sections 2.10 and 2.11 hereof.

"Authorized Denominations" means, with respect to the Bonds, $5,000 and any integral multiple thereof.

"Authorized Representative" means the Superintendent of the District, the District's Chief Business Official or business manager, and any other person authorized by the Board of Trustees of the District to act on behalf of the District under or with respect to this Indenture designated as an Authorized Representative in a Written Certificate of the District filed with the Trustee.

["Available Amount" has the meaning ascribed thereto in Treasury Regulations Section 1.148-6(d)(3)(iii) and, for any Fiscal Year, generally means all amounts (excluding unspent proceeds of the Bonds) that, as of July 1 of such Fiscal Year (a) are available for appropriation by the District or any related person for working capital or normal operating expenditures of the District, and (b) are not subject to a legislative, judicial or contractual requirement that the amount expended be reimbursed to the fund or account of the District from which it was withdrawn, which legislative, judicial or contractual requirements shall have been adopted or entered into for *bona fide* governmental purposes and without any view towards increasing the amounts that could be borrowed on a tax-exempt basis or treated as unavailable by or on behalf of the District or any related person.]

"Bond Counsel" means a firm of nationally recognized bond counsel selected by the District and acceptable to the Trustee.

"Bond Fund" means the fund by that name established and held by the Trustee pursuant to Section 5.02 hereof.

"Bonds" means the Bellevue Union School District Judgment Obligation Bonds issued in accordance with this Indenture and includes the Series 2024 Bonds and any Additional Bonds.

"Book-Entry Bonds" means the Bonds of a Series registered in the name of the nominee of DTC, or any successor securities depository for such Series of Bonds, as the registered owner thereof pursuant to the terms and provisions of Section 2.09 hereof.

"Business Day" means a day other than (a) Saturday or Sunday, (b) a day on which banking institutions in the city or cities in which the principal corporate trust office of the Trustee is located are authorized or required by law to be closed, or (c) a day on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"Closing Date" means _____ ___, 2024 as the date of closing and delivery of the Series 2024 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

["Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated the Closing Date, of the District, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.]

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District relating to the refunding of the Judgments, the authorization, issuance, sale and delivery of the Bonds, and any costs of refunding of Bonds, including but not limited to printing expenses, rating agency fees, bond insurance premiums, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel (including the Trustee's first annual administrative fee), fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03 hereof.

[**"Default Rate"** means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time as the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported) ("Prime Rate") plus [3]%, and (ii) the then applicable rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Default Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.]

["Direct Purchase Agreement" means the Direct Purchase Agreement, dated [_____], 2024, by and between the District and the Original Purchaser, relating to the Series 2024 Bonds.]

"District" means the Bellevue Union School District, a school district duly organized and validly existing under the laws of the State of California.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds, including any such successor appointed pursuant to Section 2.09 hereof.

"Event of Bankruptcy" means the filing of a petition in bankruptcy or the commencement of a proceeding under the United States Bankruptcy Code or any other applicable law concerning insolvency, reorganization or bankruptcy by or against the District.

"Event of Default" means an event described as such in Section 9.01 hereof.

"Federal Securities" means (a) direct general 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), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other annual accounting period hereafter designated by the District as its Fiscal Year in accordance with applicable law.

"Indenture" means this Indenture, dated as of _____ 1, 2024, by and between the District and the Trustee, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Indenture.

["Institutional Accredited Investor" means an "accredited investor" as defined in Section 501(a)(1), (2), (3), (7) or (8) of Regulation D promulgated under the Securities Act; provided, however, that each equity owner of an "accredited investor" as defined in Section 501(a)(8) of Regulation D shall be an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D.]

"Insurance Policy" means the Municipal Bond Insurance Policy, if any, issued by the applicable Insurer and guaranteeing, in whole or in part, the scheduled payment of principal of and interest on a Series of Bonds when due.

"Insured Series 2024 Bonds" shall mean the Series 2024 Bonds maturing on May 1, 20__ through 20__, inclusive.

"Insurer" means the issuer or issuers, if any, of a policy or policies of municipal bond insurance obtained by the District to insure the payment of the principal of or interest on a Series of Bonds issued under the Indenture, when due otherwise than by acceleration, and which, in fact, are at any time insuring such Series of Bonds. The Insurer with respect to the Series 2024 Bonds is [Bond Insurer], a New York stock insurance company, or any successor thereto or assignee thereof.

"Insurer Expenses" means any and all charges, fees, costs and expenses which the Insurer may reasonably pay or incur in connection with (a) the administration, enforcement, defense or preservation of any rights or security hereunder, (b) the pursuit of any remedies hereunder or otherwise afforded by law or equity, (c) any amendment, waiver or other action with respect to, or related to, this Indenture, whether or not executed or completed, (d) the violation by the District of any law, rule or regulation, or any judgment, order or decree applicable to it, or (e) any litigation or other dispute in connection with this Indenture or the transactions contemplated hereby, other

than amounts resulting from the failure of the Insurer to honor its obligations under the Insurance Policy.

"Interest Payment Date" means November 1 and May 1 of each year, commencing, _____ 1, 20__ with respect to the Series 2024 Bonds, so long as any Series 2024 Bonds remain Outstanding.

"Judgment Obligees" means the Persons to whom the District is obligated to make payments pursuant to the terms of the Judgments as set forth in the [first] WHEREAS clause above.

"Judgments" has the meaning set forth in the [first] WHEREAS clause above.

["Majority Bond Owner" means the Person in whose name a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding hereunder is registered on the records maintained by the Trustee. Initially, the Majority Bond Owner and the Owner is the Original Purchaser.]

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District and specified to the Trustee in writing.

"Office of the Trustee" means the principal corporate trust office of the Trustee in [_____], California; provided, however, that for purposes of payment, exchange, transfer, surrender and cancellation of Bonds, such term means the principal corporate trust office of the Trustee in [_____], California, or such other office as may be specified to the District by the Trustee in writing.

"Original Purchaser" with respect to the Series 2024 Bonds, _____, the original purchaser of the Series 2024 Bonds from the District [pursuant to the Direct Purchase Agreement, and any successor entity to such purchaser, including any entity into which such purchaser may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which it shall be a party or any entity to which such purchaser may sell or transfer all or substantially all of its assets, provided such entity shall be a Qualified Institutional Buyer or an Institutional Accredited Investor].

["Other Replacement Proceeds" means, for any Fiscal Year, the remainder of (a) the Available Amount for such Fiscal Year, less (b) the Working Capital Reserve for such Fiscal Year, less (c) the amount, if any, expected to be necessary to reduce the operating deficit of the District in such Fiscal Year, calculated pursuant to Treasury Regulations Section 1.148-6(d)(3).]

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 12.08 hereof) all Bonds except (a) Bonds theretofore canceled and destroyed by the Trustee or surrendered to the Trustee for cancellation and destruction, (b) Bonds paid or deemed to have been paid within the meaning hereof, and (c) Bonds in lieu of or in substitution for which other Bonds shall have been executed by the District and authenticated and delivered by the Trustee pursuant hereto.

"Owner" means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

"Participant" means any entity which is recognized as a participant by DTC in the book-entry system of maintaining records with respect to Book-Entry Bonds.

["Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Certificate.]

"Permitted Investments" means any of the following that at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein and are assigned the ratings, if any, required hereby (without regard to ratings subcategories):

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) or obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America.

2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

   a. Farmers Home Administration (FmHA) certificates of beneficial ownership.

   b. Federal Housing Administration debentures (FHA).

   c. General Services Administration participation certificates.

   d. Government National Mortgage Association (GNMA or "Ginnie Mae") GNMA-guaranteed mortgage-backed bonds and GNMA-guaranteed pass-through obligations (participation certificates).

   e. U.S. Maritime Administration guaranteed Title XI financing.

   f. U.S. Department of Housing and Urban Development (HUD) project notes and local authority bonds.

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

   a. Federal Home Loan Bank System senior debt obligations (consolidated debt obligations).

b. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") Participation Certificates (Mortgage-backed securities) and senior debt obligations.

c. Federal National Mortgage Association (FNMA or "Fannie Mae") Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities that are valued greater than par on the portion of unpaid principal.)

d. Student Loan Marketing Association (SLMA or "Sallie Mae") senior debt obligations.

e. Resolution Funding Corp. (REFCORP): Only the interest component of REFCORP strips that have been stripped by request to the Federal Reserve Bank of New York in book-entry form are acceptable.

f. Farm Credit System consolidated system-wide bonds and notes.

4. Money market mutual funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAAm," or "AA-m" and if rated by Moody's, "Aaa," "Aa1," or "Aa2," including funds for which the Trustee or its affiliates provide investment advisory or other management services or serve as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

5. Commercial paper rated at the time of purchase "Prime-1" by Moody's and "A-1+" or better by Standard & Poor's.

6. Bonds or notes issued by any state or municipality that are rated by Moody's and Standard & Poor's in one of the two highest long-term rating categories assigned by such agencies.

7. Federal funds, bank deposits, bank deposit products or bankers' acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and non-guaranteed obligation rating of "Prime-1" or "A3" or better by Moody's and "A-1+" by Standard & Poor's or are fully FDIC-insured, including those of the Trustee and its affiliates.

"Person" means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

[“Placement Agent” means [_____], the placement agent for the Series 2024 Bonds.]

[“Purchaser Letter” means the Purchaser Letter that is to be executed (a) by the Original Purchaser and delivered to the District, the Trustee and the Placement Agent in connection with the original delivery of the Series 2024 Bonds and (b) by the transferee of a Series 2024 Bond and delivered to the District and the Trustee in connection with the transfer of a Series 2024 Bond, the form of which is attached hereto as Exhibit B.]

[“Qualified Institutional Buyer” means a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act.]

“Rebate Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.03 hereof.

“Rebate Requirement” has the meaning ascribed thereto in the Tax Certificate.

“Record Date” means the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day.

“Refunding Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.04 hereof.

“Registration Books” means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.04 hereof.

“Representation Letter” means the Letter of Representations from the District to DTC, or any successor securities depository for the Bonds, in which the District makes certain representations with respect to issues of its securities for deposit by DTC or such successor depository.

“Resolution” has the meaning set forth in the [fourth] WHEREAS clause above.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., and its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District and specified to the Trustee in writing.

[“Securities Act” means the Securities Act of 1933, as amended, and the rules, regulations and published interpretations of the Securities and Exchange Commission promulgated thereunder from time to time.]

“Series” means the initial series of Bonds executed, authenticated and delivered on the date of initial issuance of the Bonds and identified pursuant to this Indenture as the Series 2024 Bonds, and any Additional Bonds issued pursuant to a Supplemental Indenture and identified as a separate Series of Bonds.

"Series 2024 Bonds" means the Bellevue Union School District Judgment Obligation Bonds, Series 2024, issued hereunder.

"Series 2024 Insurance Policy" means the insurance policy issued by the Series 2024 Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2024 Bonds when due.

"Series 2024 Insurer" means [Bond Insurer], a New York stock insurance company, or any successor thereto or assignee thereof.

"State" means the State of California.

"Supplemental Indenture" means any supplemental indenture amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Certificate" means the Tax Certificate executed by the District at the time of issuance of the Series 2024 Bonds, relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"Tax-Exempt Bonds" means, with respect to interest on any obligations of a state or local government [including, without limitation, interest on the Series 2024 Bonds], that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

"Tax-Exempt Obligations" means obligations the interest on which is not includable in gross income under Section 103 of Code and obligations which are not specified private activity bonds (as defined in Section 57(a)(5)(C) of the Code).

"Trustee" means [Trustee] a national banking association organized and existing under the laws of the United States of America, or any successor thereto as Trustee hereunder, appointed as provided herein.

["Working Capital Reserve" means, for any Fiscal Year, an amount equal to 5% of the actual working capital expenditures paid with current revenues of the District during the immediately preceding Fiscal Year.]

"Written Certificate" and **"Written Request"** of the District mean, respectively, a written certificate or written request signed in the name of the District by its Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the District, the Trustee and

the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of and interest on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Authorization of Bonds; Bonds Constitute Obligations Imposed by Law. The District hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture, the Act and other applicable laws of the State of California for the purpose of satisfying the District's payment obligations under the Judgments (including, without limitation, the obligation to pay all amounts due and owing with respect to the Bonds and to pay all interest thereon at the applicable interest rates set forth in this Indenture, when due). The Bonds may consist of one or more Series of varying denominations, dates, maturities, interest rates and other provisions, subject to the provisions and conditions contained herein. The Bonds shall be designated generally as the "Bellevue Union School District Judgment Obligation Bonds," each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Bonds.

The obligations of the District under the Bonds, including the obligation to make all payments of the interest on and the principal of the Bonds when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

Terms of Series 2024 Bonds. The Series 2024 Bonds shall be designated "Bellevue Union School District Judgment Obligation Bonds, Series 2024." The aggregate principal amount of Series 2024 Bonds that may be issued and Outstanding under this Indenture shall not exceed $_____, except as may be otherwise provided in Section 2.08 hereof.

(a) The Series 2024 Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Series 2024 Bond shall have more than one maturity date. The Series 2024 Bonds shall be dated as of the Closing Date, shall be issued in the aggregate principal amount of $_____, shall mature on May 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
20__		
20__		
20__		
20__		

(b) Interest on the Series 2024 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2024 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date; (ii) a Series 2024 Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date; or (iii) interest on any Series 2024 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full or made available for such payment, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series 2024 Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Except as otherwise provided in the Letter of Representations, interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date, except that in the case of an Owner of $1,000,000 or more in aggregate principal amount of Series 2024 Bonds, upon the written request of such Owner to the Trustee, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds on the following Interest Payment Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee.

(c) The principal of and premium, if any, on the Series 2024 Bonds shall be payable in lawful money of the United States of America [to the Persons in whose names the ownership of the Series 2024 Bonds is registered on the Registration Books or] upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

[**Section _.__. Limitations on Transfer.** (a) Ownership of a Series 2024 Bond may be transferred (i) only to a Person that is either (A) a Qualified Institutional Buyer that is purchasing

such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, or (B) an Institutional Accredited Investor that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District and the Trustee a completed and duly executed Purchaser Letter substantially in the form attached hereto as Exhibit B. The District and the Trustee may rely conclusively upon the information contained in any Purchaser Letter.

(b) No Owner of a Series 2024 Bond shall transfer such Series 2024 Bond to any Person that such Owner does not reasonably believe is either (i) a Qualified Institutional Buyer that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, or (ii) an Institutional Accredited Investor that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond. The transferor of ownership of a Series 2024 Bond agrees to provide notice to any proposed transferee of such Series 2024 Bond of the restrictions on transfer described herein.

(c) Each Person to whom ownership of a Series 2024 Bond is transferred pursuant hereto shall be deemed by the acceptance of such ownership to have agreed to be bound by the provisions of this Section.

(d) The Series 2024 Bonds shall bear a legend describing or referencing the restrictions on transferability set forth in subsection (a) of this Section.]

Transfer and Exchange of Bonds. Any 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 Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

[Alternative provision] [Subject to the provisions of Section 2.0_, any Series 2024 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 such Person's duly authorized attorney, upon (i) surrender of such Series 2024 Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee, (ii) delivery to the District and the Trustee of a completed and duly executed Purchaser Letter substantially in the form attached hereto as Exhibit B, and (iii) for so long as the Series 2024 Bonds are not Book-Entry Bonds, information requested by the Trustee necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. Whenever any Series 2024 Bond shall be surrendered to the Trustee for transfer, accompanied by

such executed written instrument of transfer, and such executed Purchaser Letter shall be delivered to the District and the Trustee, the District shall execute and the Trustee shall authenticate and shall deliver a new Series 2024 Bond or new Series 2024 Bonds in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.]

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and maturity in a like aggregate principal amount of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the District; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

Form of Series 2024 Bonds. The Series 2024 Bonds shall be in substantially the form set forth in Exhibit A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby. Only such of the Series 2024 Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Series 2024 Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Execution of Bonds. The Bonds shall be executed in the name and on behalf of the District with the manual or facsimile signature of the Superintendent or the Chief Business Official of the District, countersigned by the signature of the Clerk or Secretary of the Board of Trustees of the District. The District's seal, or a facsimile thereof, may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the District before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the District, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the District as though those who signed and attested the same had continued to be such officers of the District, and also any Bonds may be signed and attested on behalf of the District by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the District although at the nominal date of such Bonds any such Person shall not have been such officer of the District.

Temporary Bonds. The Bonds may be issued in temporary form exchangeable for definitive Bonds when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such Authorized Denominations as may be determined by the District,

shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the District and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it shall execute and deliver definitive Bonds as promptly thereafter as practicable, and thereupon the temporary Bonds may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds of the same maturity in Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be destroyed by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity satisfactory to the Trustee shall be given, the District, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The District may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the District and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

(a) **Book-Entry Bonds.** [Except as provided in subsection (c) of this Section, the registered Owner of all of the Series 2024 Bonds shall be DTC and the Series 2024 Bonds shall be Book-Entry Bonds, registered in the name of Cede & Co., as nominee for DTC. The Series 2024 Bonds shall be initially issued in the form of separate single fully registered Bonds in the amount of each separate stated maturity of the Bonds.]

[The Series 2024 Bonds shall not initially be issued as Book-Entry Bonds. The District may, with the prior written consent of each Owner of not less than 10% of the aggregate principal amount of the Series 2024 Bonds, which consent shall be in such Owner's sole discretion, provide that the Series 2024 Bonds shall be executed and delivered as Book-Entry Bonds and, in such event, the Series 2024 Bonds for each maturity date shall be in the form of a separate single fully registered Series 2024 Bond (which may be typewritten). The District shall provide written notice to the Owners of such event no less than thirty days prior to the execution and delivery of the Series 2024 Bonds as Book-Entry Bonds. The ownership of each Book-Entry Bond shall be registered in the Registration Books in the name of the Cede & Co., as nominee of the DTC.]

Notwithstanding anything to the contrary contained in this Indenture, payment of interest with respect to any Book-Entry Bond registered as of each Record Date in the name of Cede &

Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the payment date for the Book-Entry Bonds at the address indicated on the Record Date for Cede & Co. in the Registration Books or as otherwise provided in the Representation Letter.

(b) Upon initial issuance, the ownership of Book-Entry Bonds shall be registered in the Registration Books in the name of Cede & Co., as nominee of DTC. The Trustee and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Book-Entry Bonds registered in its name for the purposes of payment of the principal or interest with respect to the Book-Entry Bonds, giving any notice permitted or required to be given to Owners of Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, under this Indenture, registering the transfer of such Book-Entry Bonds, obtaining any consent or other action to be taken by Owners of such Book-Entry Bonds and for all other purposes whatsoever, and neither the Trustee nor the District shall be affected by any notice to the contrary. Neither the Trustee nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Book-Entry Bonds under or through DTC or any Participant, or any other person which is not shown on the Registration Books as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or interest with respect to the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC; any notice which is permitted or required to be given to Owners of Book-Entry Bonds under this Indenture; or any consent given or other action taken by DTC as Owner of Book-Entry Bonds. The Trustee shall pay all principal and interest with respect to the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, 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 Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, to the extent of the sum or sums so paid. Except under the conditions of (c) below, no person other than DTC shall receive an executed Book-Entry Bond for each separate stated maturity. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the term "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) In the event (i) DTC, including any successor as securities depository for the Book-Entry Bonds, determines not to continue to act as securities depository for the Book-Entry Bonds; or (ii) the District determines that the incumbent securities depository shall no longer so act, and delivers a written certificate to the Trustee to that effect, then the District will discontinue the book-entry system with the incumbent securities depository for such Book-Entry Bonds. If the District determines to replace the incumbent securities depository for the Book-Entry Bonds of a Series with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate fully registered Book-Entry Bond for the aggregate outstanding principal amount of Book-Entry Bonds of each maturity of such Series, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the District, the Trustee and the successor securities depository for the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, as are not inconsistent with the terms of this Indenture. If the District fails to identify another qualified successor securities depository of the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, to replace the incumbent securities depository, then the Book-Entry Bonds shall no longer be restricted to being registered in the Registration Books in the name of

the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Book-Entry Bonds, or its nominee, shall designate. In such event the Trustee shall authenticate and deliver a sufficient quantity of Book-Entry Bonds as to carry out the transfers and exchanges provided in Sections 2.03, 2.07 and 2.08. All such Book-Entry Bonds shall be in fully registered form in denominations authorized by this Indenture.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Book-Entry Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal and interest with respect to such Book-Entry Bond and all notices with respect to such Book-Entry Bond shall be made and given, respectively, as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Owners of Book-Entry Bonds pursuant to this Indenture by the District or the Trustee with respect to any consent or other action to be taken by Owners, the District or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Conditions for the Issuance of Additional Bonds. The District may at any time issue Additional Bonds on a parity with the Series 2024 Bonds, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The District shall be in compliance with all agreements and covenants contained herein.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Act and shall have been provided for by a Supplemental Indenture which shall specify the following:

(i) The purpose for which such Additional Bonds are to be issued; provided that such Additional Bonds shall be applied solely for (1) refunding obligations outstanding under this Indenture, and (2) paying costs incidental to or connected with such refunding;

(ii) The principal amount and designation of the Additional Bonds and the denomination or denominations of the Additional Bonds, which shall be Authorized Denominations;

(iii) The date, the maturity date or dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, that (A) the serial Bonds of such Additional Bonds shall be payable as to principal annually on May 1 of each year in which principal falls due, and the term Bonds of such Additional Bonds shall have annual mandatory sinking fund redemptions on May 1, (B) all Additional Bonds of a Series of like maturity shall be identical in all respects, except as to number or denomination, and (C) serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(iv) The interest payment dates for such Additional Bonds, which shall be Interest Payment Dates;

(v) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds; and

(vi) Such other provisions (including the requirements of a book-entry bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, the District shall execute such Additional Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be authenticated and delivered by the Trustee to the purchaser thereof upon the Written Request of the District, but only upon receipt by the Trustee of the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Trustee:

(a) An executed copy of the Supplemental Indenture authorizing the issuance of such Additional Bonds;

(b) A Written Request of the District as to the delivery of such Additional Bonds;

(c) An Opinion of Bond Counsel to the effect that (i) the District has executed and delivered the Supplemental Indenture, and the Supplemental Indenture is valid and binding upon the District, and (ii) such Additional Bonds are valid and binding obligations of the District;

(d) A Written Certificate of the District stating that all requirements of Section 2.10 have been complied with and containing any other such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such Additional Bonds contained herein; and

(e) Such further documents, money or securities as are required by the provisions of the Supplemental Indenture providing for the issuance of such Additional Bonds.

ARTICLE III

ISSUANCE OF BONDS

Issuance of Bonds. The District may, at any time, execute the Bonds and deliver the same to the Trustee. The Trustee shall authenticate the Bonds and deliver the Bonds to the Original Purchaser upon receipt of a Written Request of the District and upon receipt of the purchase price therefor.

Application of Proceeds of the Series 2024 Bonds. On the Closing Date, the proceeds of the sale of the Series 2024 Bonds shall be paid to the Trustee and said amounts shall be deposited by the Trustee as follows:

(a) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(b) The Trustee shall deposit the amount of $_____ in the Refunding Fund, constituting the remainder of said proceeds.

Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Costs of Issuance Fund," which shall be held by the Trustee in trust. On the Closing Date, the Trustee shall deposit in the Costs of Issuance Fund the amount specified in Section 3.02(a).

The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the District stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund; in each case together with a statement or invoice for each amount requested thereunder. On the date that is six months after the Closing Date, any amounts then remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee transferred to the Bond Fund and upon such transfer the Costs of Issuance Fund shall be closed.

Upon the issuance of Additional Bonds, the Trustee shall also establish and maintain, a Costs of Issuance Fund for each Series of Additional Bonds.

Refunding Fund. There is hereby established a separate fund to be known as the "Refunding Fund," which shall be held by the Trustee in trust. On the Closing Date, the Trustee shall deposit in the Refunding Fund the amount specified in Section 3.02(b). On the Closing Date, the District shall deliver to the Trustee a Written Request of the District stating (a) that the amount in the Refunding Fund shall be paid to the Judgment Obligees, and (b) instructions as to how such payment or payments are to be made, including the names and, if necessary for payment, the addresses of the Judgment Obligees to be so paid and, if applicable, the bank account number or numbers to which such payment or payments are to be made. The Trustee shall make such payment or payments on the Closing Date and, after such payment or payments have been made, the Refunding Fund shall be closed.

ARTICLE IV

REDEMPTION OF BONDS

Optional Redemption of Series 2024 Bonds. The Series 2024 Bonds maturing on or after May 1, 20__ are subject to redemption prior to their respective stated maturities at the written direction of the District, from any moneys deposited by the District, as a whole or in part on any date (in such maturities as are designated in writing by the District to the Trustee) on or after May 1, 20__, at a redemption price of 100% of the principal amount of Series 2024 Bonds called for redemption, together with accrued interest to the date fixed for redemption.

The District shall give the Trustee written notice of its intention to redeem Series 2024 Bonds pursuant to this Section not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee in its reasonable discretion or as directed by the Owners of not less than a majority of the Outstanding Series 2024 Bonds.

Mandatory Sinking Fund Redemption of Series 2024 Bonds. The Series 2024 Bonds maturing on May 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on May 1 in each year, commencing May 1, 20__, at a redemption price equal to the principal amount of the Series 2024 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (May 1)	Principal Amount to be Redeemed
	$

If some but not all of the Series 2024 Bonds are redeemed pursuant to Section 4.01, the principal amount of the Series 2024 Bonds to be redeemed pursuant to this Section 4.02 on any subsequent May 1 shall be reduced by the aggregate principal amount of the Series 2024 Bonds so redeemed pursuant to Section 4.01, such reduction to be allocated among redemption dates as nearly as practicable on a *pro rata* basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the District.

(i) The Series 2024 Bonds maturing on May 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on May 1 in each year, commencing May 1, 20__, at a redemption price equal to the principal amount of the Series 2024 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (May 1)	Principal Amount to be Redeemed
	$

If some but not all of the Series 2024 Bonds are redeemed pursuant to Section 4.01, the principal amount of the Series 2024 Bonds to be redeemed pursuant to this Section 4.02 on any subsequent May 1 shall be reduced by the aggregate principal amount of the Series 2024 Bonds so redeemed pursuant to Section 4.01, such reduction to be allocated among redemption dates as nearly as practicable on a *pro rata* basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the District.

Selection of Bonds for Redemption and Series 2024 Bonds for Redemption. [Whenever provision is made in this Indenture for the redemption of less than all of the Bonds of the same Series, the Trustee shall select Bonds of such Series to be redeemed from all Bonds of such Series not previously called for redemption (a) with respect to any optional redemption of Bonds, as directed in a Written Certificate of the District and by lot in any manner that the Trustee in its sole discretion shall deem appropriate, and (b) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate. The Trustee shall promptly notify the District in writing of the numbers of the Bonds so selected for redemption on such date. For purposes of such selection, any Bond may be redeemed in part in Authorized Denominations.]

Whenever provision is made in this Indenture for the redemption of less than all of the Series 2024 Bonds, the Trustee shall select the Series 2024 Bonds to be redeemed from all Series 2024 Bonds not previously called for redemption by lot in any manner that the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Series 2024 Bonds shall be deemed to be comprised of separate Authorized Denominations and such separate denominations shall be treated as separate Series 2024 Bonds which may be separately redeemed.

Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Bond or Bonds of the same Series in Authorized Denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Notice of Redemption. The Trustee on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, if any, the Series, the Bond numbers of the Bonds to be redeemed, and, if all of

the Outstanding Bonds are being redeemed on such redemption date, shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

With respect to any notice of any optional redemption of Bonds of a Series, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 10.02 hereof, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the redemption price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the redemption (including the interest to the applicable redemption date) of the Bonds to be redeemed having been deposited in the Bond Fund, such Bonds shall become due and payable on said date, and said Bonds shall be paid at the redemption price thereof, together with interest accrued and unpaid to said date.

If, on said redemption date, moneys for the redemption of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and the Trustee shall deliver a certificate of destruction to the District.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Pledge. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, the District hereby pledges and grants a lien on and a security interest in all of the amounts held in the Bond Fund as security for the payment of the principal of and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Act. Said pledge shall constitute a first lien on such assets. The District expressly reserves the right to issue or incur other obligations for any of its corporate purposes.

(a) **Bond Fund.** The Trustee shall establish, maintain and hold in trust a special fund designated the "Bond Fund."

(b) The District agrees and covenants that not later than two days prior to each Interest Payment Date, it will transfer to the Trustee an amount which, together with the amount then on deposit in the Bond Fund, will equal the amount of the principal of and interest on the Bonds becoming due on such on the following Interest Payment Date. The Trustee shall, upon receipt, deposit such amount in the Bond Fund.

(c) On or before each Interest Payment Date, the Trustee shall withdraw from the Bond Fund for payment to the Owners of the Bonds the principal, if any, of and interest then due and payable on the Bonds. If there are insufficient funds in the Bond Fund to pay the principal, if any, of and interest on the Bonds, the Trustee shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal of the Bonds.

(a) **Rebate Fund.** The Trustee shall establish and maintain a special fund designated the "Rebate Fund." There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the District. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Bonds pursuant to Article IX hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the District, and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the Bonds and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and shall be transferred to the District to be expended for any lawful purpose of the District.

Investment of Moneys. Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed in a Written Request of the District received no later than two Business Days prior to the making of such investment. Moneys in all funds and accounts shall be invested

in Permitted Investments maturing not later than the date on which the District estimates that such moneys will be required for the purposes specified in this Indenture. Absent timely written direction from the District, the Trustee shall invest any funds held by it in Permitted Investments described in clause [4] of the definition thereof.

Subject to the provisions of Section 6.08, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be retained therein.

Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund. All investments of amounts deposited in any fund or account created by or pursuant to this Indenture shall be acquired, disposed of, and valued at fair market value.

Permitted Investments held in the Bond Fund shall be subject to the pledge, lien, and security interest described herein.

The Trustee or an affiliate thereof may act as principal or agent in the making or disposing of any investment and shall be entitled to its reasonable and customary fee therefor. Upon the Written Request of the District, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

ARTICLE VI

COVENANTS

Punctual Payment and Performance. The District shall punctually pay the interest on and principal of every Bond issued in accordance with this Indenture in strict conformity with the terms hereof and of the Bonds, and shall faithfully observe and perform all the agreements and covenants required to be observed or performed by the District contained herein and in the Bonds.

Extension of Payment of Bonds. The District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any Event of Default hereunder, to the benefits hereof, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended; provided, that nothing in this Section shall be deemed to limit the right of the District to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Additional Obligations. The District expressly reserves the right to issue or incur other obligations for any of its corporate purposes.

Power to Issue Bonds. The District is duly authorized to issue the Bonds and to enter into this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding obligations of the District in accordance with their terms. The Bonds constitute obligations imposed by law.

Prosecution and Defense of Suits. The District shall defend against every suit, action or proceeding at any time brought against the District upon any claim to the extent involving the failure of the District to fulfill its obligations hereunder; provided, however, that the Trustee or any Owner at its election may appear in and defend any such suit, action or proceeding.

Other Replacement Proceeds. [The District shall, no later than [August] 1 of each year, calculate and determine the amount, if any, of Other Replacement Proceeds for such Fiscal Year. If Other Replacement Proceeds exist for a Fiscal Year, such Other Replacement Proceeds shall be invested in Tax-Exempt Obligations until such Other Replacement Proceeds are spent.]

District Annual Budgets. The District covenants to take such action as may be necessary to include all payments due hereunder as a separate line item in its annual budgets and to make necessary annual appropriations for all such payments. The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Indenture agreed to be carried out and performed by the District.

(a) **Tax Covenants.** [The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series 2024 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District shall comply with the requirements of Section 6.06 hereof and the Tax Certificate, which is incorporated herein as if fully set forth herein. Except as set forth in the Tax Certificate, this covenant shall survive payment in full or defeasance of the Series 2024 Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts established hereunder, the District shall so instruct the Trustee in writing, and the Trustee shall act in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section or Section 6.06 hereof is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2024 Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section, Section 6.06 hereof and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.]

Continuing Disclosure. [The District shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate relating to the Series 2024 Bonds. Notwithstanding any other provision of this Indenture, failure of the District to comply with such Continuing Disclosure Certificate shall not constitute an Event of Default hereunder; provided, however, that the Trustee, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate principal amount of Outstanding Series 2024 Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee, or any holder or Beneficial Owner of the Series 2024 Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.]

[Section 6.09. Financial Statements; Annual Budget; Additional Reporting. To the extent not already provided by the District to the Municipal Securities Rulemaking Board ("MSRB") (or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)) through the Electronic Municipal Market Access ("EMMA") website of the MSRB, the District shall provide to the Majority Bond Owner: (a) within 270 days after the end of each Fiscal Year of the District, audited financial statements of the District for such fiscal year; (b) within 30 days after the adoption thereof, the adopted annual operating budget for the upcoming Fiscal Year; and (c) such other financial reports as the Majority Bond Owner may reasonably request.]

Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the District shall promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

[Section 6.11. <u>Sovereign Immunity</u>. To the extent the District has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the District hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Series 2024 Bonds or this Indenture.]

ARTICLE VII

THE TRUSTEE

(a) **Duties and Liabilities of Trustee.** *Duties of Trustee Generally*. The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) *Removal of Trustee*. The District may upon 30 days' prior written notice remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and the District shall remove the Trustee if at any time requested to do so by the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) or by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) *Resignation of Trustee*. The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the District, and to the Owners at the respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee by an instrument in writing. The Trustee shall not be relieved of its duties until such successor Trustee has accepted appointment.

(d) *Appointment of Successor Trustee*. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that under any circumstances the successor Trustee shall be qualified as provided in subsection (e) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of himself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the District and to its predecessor Trustee a written acceptance thereof, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the District or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more

fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the District shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the District shall mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Owners at the addresses shown on the Registration Books. If the District fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the District.

(e) *Qualifications of Trustee*. The Trustee shall be a trust company or bank having the powers of a trust company, having (or if such bank or trust company is a member of a bank holding company system, its parent bank holding company shall have) a combined capital and surplus of at least [$75,000,000], and subject to supervision or examination by federal or state agency. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection 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.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Merger or Consolidation. Any bank or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under subsection (e) of Section 7.01 shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

(a) **Liability of Trustee.** The recitals of facts herein and in the Bonds contained shall be taken as statements of the District, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture or of the Bonds or shall incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds, or in respect of the security afforded by this Indenture and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to (i) the issuance of the Bonds for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the

District or others in accordance with this Indenture except as the application of any moneys paid to it in its capacity as Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture. The Trustee and its officers and employees may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) No provision of this Indenture shall require the Trustee to risk or expend its own funds in the performance of its rights and duties hereunder.

Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee 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; provided, however, the Trustee shall in no event delay any payment with respect to the Bonds in anticipation of any such opinion.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee 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 be deemed to be conclusively proved and established by a Written Certificate of the District, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Accounting Records and Reports; Preservation and Inspection of Documents. The Trustee will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of all money on deposit in the accounts and funds established hereunder, which such

books shall be available for inspection by the District at reasonable hours and under reasonable conditions.

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon 24 hours' notice to the inspection of the District, the Owners and their agents and representatives duly authorized in writing.

Compensation and Indemnification. The District shall pay to the Trustee from time to time all reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture. The District further agrees, to the extent permitted by law, to indemnify, defend and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and under any related documents, including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its willful misconduct. The duty of the District to indemnify and compensate the Trustee shall survive the termination and discharge of this Indenture and the resignation or removal of the Trustee.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

(a) **Modifications and Amendments Permitted.** This Indenture and the rights and obligations of the District, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the District and the Trustee may enter into with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend or accelerate the time of payment thereof, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

(b) This Indenture and the rights and obligations of the District, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the District and the Trustee may enter into without the consent of any Bond Owners for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District contained in this Indenture, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the District;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture;

(iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(iv) to provide for the issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Section 2.10 and Section 2.11 hereof;

(v) to modify, amend or supplement this Indenture in such manner as to cause interest on Tax-Exempt Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(vi) in any other respect whatsoever as the District may deem necessary or desirable and consistent with the Act, provided that such modification or amendment does not materially adversely affect the interests of the Owners hereunder.

(c) Promptly after the execution by the District and the Trustee of any Supplemental Indenture, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the District), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners of the Bonds at the respective addresses shown on the Registration Books, and to the Insurer, if any. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the District so determines shall, bear a notation by endorsement or otherwise in form approved by the District and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the District and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the District and authenticated by the Trustee, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such effective date, and presentation of such Bond for such purpose at the Office of the Trustee, such a new Bond in equal principal amount of the same Series, interest rate and maturity shall be exchanged for such Owner's Bond so surrendered.

Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Events of Default. If any of the following events occur, they shall constitute Events of Default hereunder, namely:

(a) If default shall be made by the District in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) If default shall be made by the District in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable at maturity;

(c) If default shall be made by the District in the performance of any of the other agreements or covenants required herein to be performed by the District, and such default shall have continued for a period of 30 days after the District shall have been given notice in writing of such default by the Trustee, the Insurer or the Owners of not less than 5% in aggregate principal amount of the Outstanding Bonds, specifying such default and requiring the same to be remedied; provided, however, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the District within such 30 day period and the District shall thereafter diligently and in good faith cure such failure in a reasonable period of time; provided, further, however, that such period shall not be extended beyond 60 days without the consent of the Insurer; or

(d) If an Event of Bankruptcy shall occur, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody control of the District or of the whole or any substantial part of its property.

Remedies for Events of Default. If an Event of Default occurs and is continuing, the Trustee may and, upon the written direction of the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, shall, with the consent of the Insurer, by written notice to the District, declare immediately due and payable the principal of all Outstanding Bonds and the accrued interest thereon, whereupon the same shall become immediately due and payable without any further action or notice; provided, however, that if at any time after such acceleration and before any judgment or decree for the payment of money with respect thereto has been entered all amounts payable to the Trustee hereunder on the Bonds subject to acceleration under this paragraph (except interest on or principal of the Bonds which are due solely by reason of such acceleration) shall have been paid or provided for by deposit with the Trustee and all existing Events of Default shall have been cured or waived, then the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds may, with the consent of the Insurer, annul such acceleration and its consequences by written notice to the District and the Trustee, which annulment shall be binding upon the District, the Trustee and all of the Owners, but no such annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

Application of Funds Upon Acceleration. All money in the Bond Fund upon the date of the declaration of acceleration by the Trustee as provided in Section 9.02 hereof and all amounts thereafter received by the Trustee hereunder shall be applied by the Trustee in the following order--

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

(c) To the payment of Insurer Expenses.

(d) Any remaining funds shall be transferred by the Trustee to the District.

Power of Trustee to Enforce. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture.

Bond Owners Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction

which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

Limitation on Bond Owners' Right to Sue. No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Act or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

Absolute Obligation. Nothing in any provision of this Indenture or in the Bonds contained shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, as herein provided, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owners, then in every such case the District, the Trustee and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the District, the Trustee and the Owners shall continue as though no such proceedings had been taken.

Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

No Waiver of Default. No delay or omission of the Trustee or of any Owner to exercise any right or power arising upon the occurrence of 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 given by this Indenture to the Trustee or to the Owners may be exercised from time to time and as often as may be deemed expedient.

ARTICLE X

DEFEASANCE

Discharge of Indenture. If the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest thereon at the times and in the manner stipulated herein and therein, then all agreements, covenants and other obligations of the District to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the District all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest on such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the District shall have kept, performed and observed all of the covenants and promises in such Bonds and in this Indenture required or contemplated to be kept, performed and observed by the District or on its part on or prior to that time, then this Indenture shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the lien of this Indenture and such lien and all covenants, agreements and other obligations of the District hereunder shall cease, terminate become void and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds of one or more Series, those provisions of this Indenture relating to the maturity of the Bonds of such Series, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners of the Bonds and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due.

Bonds Deemed To Have Been Paid. If moneys shall have been set aside and held by the Trustee for the payment of any Bonds and the interest thereon at the maturity thereof, such Bonds shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01. Any Outstanding Bonds shall prior to the maturity date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 if (a) there shall have been deposited with the Trustee either (i) money in an amount which shall be sufficient, or (ii) Federal Securities that are not subject to redemption other than at the option of the holder thereof, the interest on and principal of which when paid will provide money which, together with the money, if any deposited with the Trustee at the same time, shall be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date thereof and the principal of such Bonds, which sufficiency shall be verified in a report of an independent firm of nationally recognized certified public accountants, and (b) in the event such Bonds are not by their terms subject to payment within the next succeeding 60 days, the District shall have given the Trustee in form satisfactory

to it irrevocable instructions to mail as soon as practicable, a notice to the owners of such Bonds that the deposit required by clause (a) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity date upon which money is to be available for the payment of the principal of such Bonds.

To accomplish the discharge of liability in respect of the Bonds described in the preceding paragraph, the District shall cause to be delivered (a) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer of such Bonds to be paid or discharged verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or payment date ("Verification"), (b) an escrow agreement (which shall be acceptable in form and substance to the Insurer of such Bonds to be paid or discharged), and (c) an opinion of Bond Counsel to the effect that the Bonds are no longer "Outstanding" under this Indenture; each Verification and defeasance opinion shall be acceptable in form and substance to the District and the Insurer of such Bonds to be paid or discharged, and shall be addressed to the District, the Trustee and the Insurer of such Bonds to be paid or discharged. In the event a forward purchase agreement is to be employed in the refunding, such agreement shall be subject to the approval of the Insurer of such Bonds to be paid or discharged and shall be accompanied by such opinions of counsel as may be required by the Insurer of such Bonds to be paid or discharged. The Insurer of such Bonds to be paid or discharged shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow. Bonds shall remain Outstanding hereunder unless and until they are in fact paid and retired or the criteria in this paragraph are met.

Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, to the extent permitted by law, any moneys held by the Trustee in trust for the payment of the principal of or interest on, any Bonds and remaining unclaimed for two years after the date of deposit of such moneys, shall be repaid to the District free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the District as aforesaid, the Trustee may (at the cost of the District) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the 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.

ARTICLE XI

INSURANCE POLICY PROVISIONS

(a) **Series 2024 Insurer To Be Deemed Owner; Rights of the Series 2024 Insurer; Payments by the Series 2024 Insurer: Notices. [EXEMPLAR PROVISIONS SUBJECT TO REVIEW BY SERIES 2024 INSURER]** Notwithstanding any provision of this Indenture to the contrary, so long as the Series 2024 Insurer is not in default in its payment obligations under the Series 2024 Insurance Policy, the provisions of this [Article XI] shall govern and the Series 2024 Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Insured 2024 Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies, including but not limited to approval of or consent to any amendment of or supplement to this Indenture which requires (i) the consent or approval of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding pursuant to this Indenture, or (ii) the consent or approval of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding pursuant to this Indenture; provided, however, that the Series 2024 Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Insured 2024 Bonds with respect to any amendment or supplement to this Indenture which seeks to amend or supplement this Indenture for the purposes set forth in clauses (i) or (ii) of Section 8.01(a) hereof, and provided, further, that the Series 2024 Insurer shall not be deemed the sole and exclusive Owner of the Outstanding Insured 2024 Bonds with respect to any amendment or supplement to this Indenture, and shall not have the right to direct or consent to District, Trustee or Owner action as provided herein, if:

(i) the Series 2024 Insurer shall be in payment default under the Series 2024 Insurance Policy;

(ii) any material provision of the Series 2024 Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Series 2024 Insurer; or

(iii) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Series 2024 Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

(b) To the extent that the Series 2024 Insurer makes payment of any principal of or interest on a Insured 2024 Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Series 2024 Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

(c) In the event that the principal of or interest on a Insured 2024 Bond shall be paid by the Series 2024 Insurer pursuant to the terms of the Series 2024 Insurance Policy (i) such Insured 2024 Bond shall continue to be "outstanding" under this Indenture, and (ii) the Series 2024

Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of subsection (b) of this Section and the Series 2024 Insurance Policy.

(d) This Indenture shall not be discharged unless and until all amounts due to the Series 2024 Insurer have been paid in full or duly provided for.

(e) The rights granted under this Indenture to the Series 2024 Insurer to request, consent to or direct any action are rights granted to the Series 2024 Insurer in consideration of its issuance of the Series 2024 Insurance Policy. Any exercise by the Series 2024 Insurer of such rights is merely an exercise of the Series 2024 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Series 2024 Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Series 2024 Insurer.

(f) Notwithstanding anything to the contrary otherwise set forth in this Indenture, and to the extent permitted by law, in the event amounts paid under the Series 2024 Insurance Policy are applied to claims for payment of principal of or interest on the Insured 2024 Bonds, interest on the principal of and interest on such Insured 2024 Bonds shall accrue and be payable from the date of such payment at the Default Rate.

(g) Any amendment, supplement, modification to, or waiver of, the terms of this Indenture that requires the consent of Owners or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer. Copies of any modification, amendment or supplement to this Indenture shall be sent to Moody's and S&P at least ten days prior to the effective date thereof.

(h) [Each of the District and the Trustee covenant and agree to take such action as is necessary from time to time to preserve the priority of the pledge of amounts held in the Bond Fund under applicable law.]

(i) In determining whether any amendment, consent or other action to be taken, or any failure to act, under this Indenture would adversely affect the security for the Bonds or the rights of the Owners, the Trustee shall consider the effect of any such amendment, consent, action or inaction as if there were no Series 2024 Insurance Policy.

(a) **Deposits to Series 2024 Policy Payments Account; Payments Under the Series 2024 Insurance Policy. [EXEMPLAR PROVISIONS SUBJECT TO REVIEW BY SERIES 2024 INSURER]** So long as the Series 2024 Insurance Policy shall be in full force and effect, the District and the Trustee hereby agree to comply with the provisions of this Section.

(b) If, on the third Business Day prior to the related scheduled Interest Payment Date there is not on deposit with the Trustee, after making all transfers and deposits required hereunder, moneys sufficient to pay the principal of and interest on the Series 2024 Bonds due on such Interest Payment Date, the Trustee shall give notice to the Series 2024 Insurer and to its designated agent (if any) (the "Series 2024 Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Interest Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2024 Bonds due on such Interest

Payment Date, the Trustee shall make a claim under the Series 2024 Insurance Policy and give notice to the Series 2024 Insurer and the Series 2024 Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured 2024 Bonds and the amount required to pay principal of the Insured 2024 Bonds, confirmed in writing to the Series 2024 Insurer and the Series 2024 Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2024 Insurance Policy.

(c) The Trustee shall designate any portion of payment of principal on Insured 2024 Bonds paid by the Series 2024 Insurer, whether by virtue of maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured 2024 Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Series 2024 Insurer, registered in the name of the Series 2024 Insurer, in a principal amount equal to the amount of principal so paid (without regard to Authorized Denominations); provided, however, that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the District on any Insured 2024 Bond or the subrogation rights of the Series 2024 Insurer.

(d) Upon payment of a claim under the Series 2024 Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of Insured 2024 Bonds referred to herein as the "Series 2024 Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2024 Insurance Policy in trust on behalf of Owners of Insured 2024 Bonds and shall deposit any such amount in the Series 2024 Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of Insured 2024 Bonds in the same manner as principal and interest payments are to be made with respect to the Insured 2024 Bonds under the provisions hereof regarding payment of Insured 2024 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Funds held in the Series 2024 Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Series 2024 Policy Payments Account following an Interest Payment Date shall promptly be remitted to the Series 2024 Insurer.

(e) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2024 Insurer into the Series 2024 Policy Payments Account and the allocation of such funds to payment of interest on and principal paid in respect of any Insured 2024 Bond. The Series 2024 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(f) The District shall, to the extent permitted by law pay or reimburse the Series 2024 Insurer any and all Series 2024 Insurer Expenses.

(g) The Series 2024 Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture.

(h) The Series 2024 Insurer shall be entitled to pay principal of or interest on the Insured 2024 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Series 2024 Insurance Policy) and any amounts due on the Insured 2024 Bonds as a result of acceleration of the maturity thereof in accordance with this Indenture, whether or not the Series 2024 Insurer has received a Notice of Nonpayment (as such term is defined in the Series 2024 Insurance Policy) or a claim upon the Series 2024 Insurance Policy.

Reporting Requirements. [EXEMPLAR PROVISIONS SUBJECT TO REVIEW BY SERIES 2024 INSURER] The Series 2024 Insurer shall be provided with the following information:

(a) Annual audited financial statements of the District on or before the later of (i) [150] days after the end of the District's Fiscal Year and (ii) 30 days after the statements become available (in each case together with a certification of the District that it is not aware of any default or Event of Default under this Indenture) and the District's annual budget within 30 days after the approval thereof, together with such other information, data or reports as the Series 2024 Insurer reasonably request from time to time;

(b) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(c) Prior notice of the advance refunding of any of the Insured 2024 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(d) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(e) Notice of the commencement of any proceeding by or against the District commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(f) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2024 Bonds;

(g) A full original transcript of all proceedings relating to the execution of any amendment or supplement to this Indenture or the respective Continuing Disclosure Certificate; and

(h) All reports, notices and correspondence to be delivered under the terms of this Indenture or the respective Continuing Disclosure Certificate.

ARTICLE XII

MISCELLANEOUS

Benefits of the Indenture Limited; Third-Party Beneficiary. Nothing contained herein, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to any Person or entity other than the Trustee, the District, the Owners and the Insurer any right and remedy or claim under or by reason hereof, and any covenant, condition or stipulation hereof, and all covenants, stipulations, promises, and agreements contained in this Indenture by and on behalf of the District shall be for the sole and exclusive benefit of the Trustee, the Owners and the Insurer. The Insurer shall be a third-party beneficiary of this Indenture.

Successor Is Deemed Included In All References To Predecessor. Whenever herein either the District or any officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the District or any officer or employee thereof or the Trustee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the District of any Bonds, the Trustee shall, in lieu of such cancellation and delivery, destroy such Bonds.

Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice shall be required to be given by mail, such requirement shall be deemed given and satisfied 72 hours after such notice is deposited with the United States mail, postage prepaid, by first class mail.

Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District hereby declares that it would have entered into this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the District:

Bellevue Union School District
3150 Education Drive
Santa Rosa, CA 95407
Attention: Chief Business Official

If to the Trustee:

[Trustee]

Attention: Corporate Trust Department

If to the Series 2024 Insurer:

[Bond Insurer]

Attention: Managing Director – Surveillance
Re: Policy No. _____

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by mail, postage prepaid, by first class mail, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

[In each case in which notice or other communication refers to an event of default or with respect to which failure on the part of the Series 2024 Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel of the Series 2024 Insurer and shall be marked to indicate "URGENT MATERIAL ENCLOSED."]

Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Owners in Person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any Person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the District if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument 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.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the District in accordance therewith or reliance thereon.

Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the District, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the District or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination.

Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest or principal due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 10.03 hereof but without any liability for interest thereon.

Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with prudent corporate trust industry standards to the extent practicable, and with due regard for the requirements hereof and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish any such additional funds or accounts as it deems necessary to perform its obligations hereunder.

Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Waiver of Personal Liability. No 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 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

Interpretation. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

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.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

[Section 12.__. Waiver of Jury Trial. Each of the District and the Trustee hereby irrevocably waives to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Indenture, the Series 2024 Bonds or the transactions contemplated hereby or thereby involving or affecting the Original Purchaser or the rights or interests of the Original Purchaser, including the rights and interests of the Original Purchaser as an Owner. The District further agrees that, in the event of litigation, it will not personally or through its agents or attorneys seek to repudiate the validity of this Section, and it acknowledges that it freely and voluntarily entered into this agreement to waive trial by jury as provided herein in order to induce the Original Purchaser to purchase the Series 2024 Bonds. If and to the extent that the foregoing waiver of the right to a jury trial is unenforceable for any reason in such forum, the District and the Trustee hereby consent to the adjudication of any and all claims pursuant to judicial reference as provided in California Code of Civil Procedure Section 638, and the judicial referee shall be empowered to hear and determine any and all issues in such reference whether fact or law. The District and the Trustee represent that each has reviewed this waiver and consent and each knowingly and voluntarily waives its jury trial rights and consents to judicial reference following the opportunity to consult with legal counsel of its choice on such matters. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten years' experience practicing commercial law. In the event of litigation, a copy of this Indenture may be filed as a written consent to a trial by the court or to judicial reference under California Code of Civil Procedure Section 638 as provided herein.]

[Section 12.__. Third-Party Beneficiary. The Original Purchaser is a third-party beneficiary of this Indenture.]

[Section 12.__. Reimbursement of Original Purchaser. The District hereby agrees, to the extent permitted by law, to pay or reimburse the Original Purchaser any and all reasonable charges, fees, costs and expenses which the Original Purchaser may reasonably pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security hereunder; (ii) the pursuit of any remedies hereunder, or otherwise afforded by law or equity; (iii) any amendment, waiver, or other action with respect to or related to this Indenture whether or not executed or completed; or (iv) any litigation or other dispute in connection with this Indenture.]

Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this Indenture may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent (i) that, by signing this Indenture using an electronic signature, it is signing, adopting and accepting this Indenture, and (ii) that signing this Indenture using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Indenture on paper. Each party acknowledges, if execution is so conducted by electronic means, that it is being provided with an electronic or paper copy of this Indenture in a usable format.

Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the District has caused this Indenture to be signed in its name by one of its duly authorized officers, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its name by one of its duly authorized officers, all as of the day and year first above written.

BELLEVUE UNION SCHOOL DISTRICT

By: _____
Chief Business Official

[TRUSTEE], AS TRUSTEE

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

No. _____ $_____

BELLEVUE UNION SCHOOL DISTRICT
JUDGMENT OBLIGATION BOND, SERIES 2024

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
___%	May 1, 20__	_____ __, 20__	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

[THIS SERIES 2024 BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.0_ OF THE INDENTURE. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS SERIES 2024 BOND MAY BE MADE EXCEPT TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER OR AN INSTITUTIONAL ACCREDITED INVESTOR.]

The BELLEVUE UNION SCHOOL DISTRICT (the "District"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, payable semiannually on November 1 and May 1 in each year, commencing _____ 1, 20__ (the "Interest Payment Dates"), until payment of such Principal Amount in full. This Bond is issued pursuant to an Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between the District and [Trustee], as trustee. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a business day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to _____ 15, 20__, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or duly provided for). The Principal Amount hereof is payable upon surrender hereof upon maturity at the principal corporate trust office of [Trustee], as trustee, or any successor trustee under the Indenture (the "Trustee"), in [_____], California; provided, however, that for purposes of payment, exchange, transfer, surrender and cancellation of Bonds, such term means the principal corporate trust office of the Trustee in [_____], California, or such other office as may be

specified to the District by the Trustee in writing (the "Office of the Trustee"). Except as otherwise provided in the Letter of Representations, interest hereon is payable by check of the Trustee, mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of the Trustee as of the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the District designated as the "[Bellevue Union School District Judgment Obligation Bonds, Series 2024]" (the "Series 2024 Bonds") in the aggregate principal amount of $_____ all of which Bonds are of like tenor and date (except for such variations as may be required to designate varying numbers, denominations, maturities or interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the "Act") and under and pursuant to the provisions of the Indenture (copies of which are on file at the Office of the Trustee).

The Series 2024 Bonds are being issued for the purpose of satisfying the District's payment obligations under the Judgments as defined in the Indenture. The Series 2024 Bonds are obligations imposed by law payable from funds to be appropriated by the District. Reference is hereby made to the Act and to the Indenture and any and all amendments thereof for a description of the terms on which the Series 2024 Bonds are issued, for the rights of the Owners of the Series 2024 Bonds, for the security for payment of the Series 2024 Bonds, for the remedies upon default and limitations thereon and for the provisions for the amendment of the Indenture (with or without consent of the Owners of the Series 2024 Bonds); and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the District and the Registered Owner of this Series 2024 Bond, to all the provisions of which the Registered Owner of this Series 2024 Bond, by acceptance hereof, agrees and consents.

The obligations of the District under the Bonds, including the obligation to make all payments of the interest on and the principal of the Bonds when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State of California, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

[The Series 2024 Bonds are subject to redemption at the times, in the manner, at the redemption prices and upon notice as specified in the Indenture.]

If an Event of Default, as that term is defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; provided, that the Indenture provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein.

The Bonds are issuable as fully registered Bonds without coupons in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged at the Office of the Trustee for a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination.

[This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, of the same Series and maturity in an Authorized Denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor. The District and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.]

[Ownership of a Series 2024 Bond may be transferred (a) only to a Person that is either (i) a Qualified Institutional Buyer that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, or (ii) an Institutional Accredited Investor that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, and (b) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District and the Trustee a completed and duly executed Purchaser Letter substantially in the form attached as Exhibit B to the Indenture. No Owner of a Series 2024 Bond shall transfer such Series 2024 Bond to any Person that such Owner does not reasonably believe is either (a) a Qualified Institutional Buyer that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, or (b) an Institutional Accredited Investor that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond. The transferor of ownership of a Series 2024 Bond agrees to provide notice to any proposed transferee of such Series 2024 Bond of the restrictions on transfer described in the Indenture.]

The Indenture and the rights and obligations of the District, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend or accelerate the time of payment thereof, without the consent of the owner of each Bond so affected, or (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, without the consent of the owners of all outstanding Bonds.

The Indenture contains provisions permitting the District to make provision for the payment of interest on, and the principal of any of the Bond so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

This Bond shall not be entitled to any benefit, protection or security under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been executed and dated by an authorized signatory of the Trustee.

[Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee 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 herein.]

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Bellevue Union School District has caused this Bond to be executed in its name and on its behalf by the signature of the [Superintendent][Chief Business Official] of the District and to be countersigned by the signature of the Executive Officer of the Board of Trustees of Bellevue Union School District, who has impressed the seal of the District hereon, all as of the Dated Date identified above.

BELLEVUE UNION SCHOOL DISTRICT

By: _____
Chief Business Official

[SEAL]

Countersigned:

_____
Executive Officer of the Board of Education of Bellevue Union School District

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____

[TRUSTEE], AS TRUSTEE

By: _____
Authorized Officer

STATEMENT OF INSURANCE

[[Bond Insurer] ("[BOND INSURER]"), New York, New York, has delivered its municipal bond insurance policy with respect to the scheduled payments due of principal of and interest on this Bond to [Trustee], [_____], California, or its successor, as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for inspection at the Office of the Trustee and a copy thereof may be obtained from [BOND INSURER] or the Trustee.]

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

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.

[EXHIBIT B

FORM OF PURCHASER LETTER]

Bellevue Union School District
3150 Education Drive
Santa Rosa, CA 95407
Attention: Chief Business Official

[Trustee]

Attention: Corporate Trust Department

[_____], the Placement Agent for the Series 2024 Bonds

Attention:

Re: Bellevue Union School District Judgment Obligation Bonds, Series 2024

Ladies and Gentlemen:

The undersigned (the "Purchaser") understands that Bellevue Union School District (the "District") has, pursuant to the Indenture, dated as of [_____] 1, 20[__] (the "Indenture"), by and between the District and [_____], as trustee (the "Trustee"), issued the Bellevue Union School District Judgment Obligation Bonds, Series 2024, in the aggregate principal amount of $[_____]. The Purchaser intends to purchase certain of said bonds (for purposes of this Purchaser Letter, the "Series 2024 Bond"). In connection with such purchase of the Series 2024 Bond, the Purchaser makes the certifications, representations, warranties, acknowledgements and covenants contained in this Purchaser Letter to each of the addressees hereof, with the express understanding that such certifications, representations, warranties, acknowledgements and covenants will be relied upon by such addressees. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

The Purchaser hereby certifies, represents, warrants, acknowledges and covenants as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to acquire the Series 2024 Bond being purchased hereby. The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

(b) The Purchaser (MARK APPROPRIATELY):

____ is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or

____ is an institutional "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (together with any "accredited investor" as defined in Section 501(a)(8) of Regulation D promulgated under the Securities Act each equity owner of which is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act, an "Institutional Accredited Investor"),

____ is an institutional "accredited investor" as defined in Section 501(a)(8) of Regulation D promulgated under the Securities Act each equity owner of which is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (together with any "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act, an "Institutional Accredited Investor").

(c) The Purchaser presently intends to hold the Series 2024 Bond to maturity, earlier redemption, or mandatory tender and is not purchasing the Series 2024 Bond for more than one account, is purchasing the Series 2024 Bond for lending or investment purposes and is not purchasing the Series 2024 Bond with a view to distributing, pledging, fractionalizing, subdividing or other disposition of the Series 2024 Bond (subject to the understanding that disposition of Purchaser's property will remain at all times within its control). Because the Purchaser presently intends to hold the Series 2024 Bond as stated above, the Purchaser has directed the District and [_____], as placement agent, not to obtain a CUSIP number for the Series 2024 Bond, or apply for DTC eligibility for the Series 2024 Bond.

(d) The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Series 2024 Bond.

(e) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds [and other tax-exempt obligations] similar to the Series 2024 Bond, to be capable of evaluating the merits and risks of the credit of or investment in the Series 2024 Bond, and the Purchaser is able to bear the economic risks of such an acquisition.

(f) The Purchaser recognizes that purchasing the Series 2024 Bond involves significant risks, that there is no established market for the Series 2024 Bond and that none is likely to develop and, accordingly, that the Purchaser must bear the economic risk of holding the Series 2024 Bond for an indefinite period of time.

(g) The Purchaser understands and agrees that ownership of a Series 2024 Bond may be transferred (i) only to a Person that is either (A) a Qualified Institutional Buyer that is purchasing such Series 2024 Bond for not more than one account for lending or

investment purposes and not with a view to distributing such Series 2024 Bond, or (B) an Institutional Accredited Investor that is purchasing such Series 2024 Bond for not more than one account for lending or investment purposes and not with a view to distributing such Series 2024 Bond, and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District and the Trustee a completed and duly executed Purchaser Letter substantially in the form attached to the Indenture as Exhibit B.

(h) The Purchaser is not relying upon the District or the Trustee, or any of their affiliates or employees, for advice as to the merits and risks of purchasing the Series 2024 Bond. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed credit or investment decision.

(i) The Purchaser has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning, the District, the Trustee, the Indenture, the Series 2024 Bond and the security therefor and the transactions and documents related to or contemplated by the foregoing.

(j) The Purchaser has been offered copies of or full access to all documents relating to the Series 2024 Bond and the transactions and documents related to or contemplated by the Series 2024 Bond and all records, reports, financial statements and other information concerning the District and pertinent to the source of payment for the Series 2024 Bond as deemed material by the Purchaser, which the Purchaser as a reasonable lender or investor, has requested and to which the Purchaser, as a reasonable lender or investor, would attach significance in making a lending or investment decision. Further, Purchaser acknowledges that the District and other knowledgeable parties have made available to it and its representatives the opportunity to ask any questions it may have, and receive satisfactory answers, concerning the District and the security and the source of payment of the Series 2024 Bond.

(k) The Purchaser acknowledges that no official statement has been prepared for the Series 2024 Bond and understands and agrees that the offering and sale of the Series 2024 Bond are exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule. The Purchaser acknowledges that the District will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Series 2024 Bond.

(l) The obligations of the District under the Series 2024 Bond, including the obligation to make all payments of the interest on and the principal of the Series 2024 Bond when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Series 2024 Bond does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation, and neither the Series 2024 Bond nor the obligation of the District to make payment of the interest on or the principal of the Series 2024 Bond constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

(m) This Purchaser Letter will constitute an agreement with respect to the matters herein contained as of the date hereof. The Purchaser understands that the District, the Trustee[, the Placement Agent] and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

(n) The undersigned is the chief financial officer, a person fulfilling an equivalent function or other authorized executive officer of the Purchaser with authority to execute and deliver this Purchaser Letter.

The Purchaser agrees to the terms and provisions set forth in the Indenture and the Series 2024 Bond, and to be bound by the provisions of [Section 2.0_]of the Indenture.

IN WITNESS WHEREOF, the Purchaser has executed this Purchaser Letter as of the date set forth below.

Dated: _____

Very truly yours,

_____
[Printed Name of Purchaser]

By: _____
Name: _____
Title: _____

Bellevue Union School District

Agenda Item for Board Meeting

Agenda Category: Action

Agenda Item Title: Consider Approval of Calendar for 2024-2025 School Year

Prepared By: Stacy Spector, Director of Human Resources

Background:

The proposed calendar for the 2024-2025 school year was developed with a focus on supporting student learning, providing opportunities for staff to engage in professional learning, planning time, collaboration, ensuring regularly scheduled breaks, and to align as much as possible with calendars of surrounding districts to best meet the needs of our students and families.

The calendar's structure was shared with members of Cabinet and provided to Educational Leadership for review and input.

Additionally, the calendar drafts and their rationale was shared with members of both bargaining units' Leadership on February 14, 2024. On April 3, 2024 the District and members of BEA's Negotiations Team again met to further review the drafts and solicit input on the drafts.

This calendar aligns with the majority of the calendar approved by Santa Rosa City Schools ensuring that our students' families who have children in middle school and high schools have common holidays and breaks.

Recommended Action:
Approval

Supporting Documents:
2024-2025 BUSD Calendar

BELLEVUE UNION SCHOOL DISTRICT
2024-2025 INSTRUCTIONAL CALENDAR
(Certificated and School Year (SY) Employees)
185 Workdays

YEAR	M	T	W	Th	F			Days of Instruction	Non Instructional Days	Professional Development Days	Certificated & SY Employee Workdays
JULY 2023	1	2	3	4	5			0	0	0	0
	8	9	10	11	12						
	15	16	17	18	19						
	22	23	24	25	26						
	29	30	31								
AUGUST				1	2	Aug. 12	Professional Development Day	12	1	2	15
	5	6	7	8	9	Aug. 13	Professional Development Day				
	12	13	14	15	16	Aug. 14	Work Day				
	19	20	21	22	23	Aug. 15	School Opens/First Day of Instruction (Min. Day)				
	26	27	28	29	30	Aug. 16	Minimum Day				
SEPTEMBER	2	3	4	5	6	Sept. 2	Labor Day Holiday	20	0	0	20
	9	10	11	12	13	Sept. 4	Back to School Night				
	16	17	18	19	20						
	23	24	25	26	27						
	30										
OCTOBER		1	2	3	4			23	0	0	23
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30	31							
NOVEMBER					1	Nov. 1	Professional Development Day (non-student)	14	0	1	15
	4	5	6	7	8	Nov. 8	First Trimester ends				
	11	12	13	14	15	Nov. 11	Veterans Day				
	18	19	20	21	22	Nov. 25-29	Non-student, Non work days				
	25	26	27	28	29	Nov. 28	Thanksgiving Day Holiday				
						Nov. 29	Local Holiday				
DECEMBER	2	3	4	5	6			14	0	0	14
	9	10	11	12	13						
	16	17	18	19	20	Dec. 20	Emergency Closure Day (non-workday, non-student if not needed)				
	23	24	25	26	27	Dec. 23-31	Winter Recess				
	30	31									
JANUARY 2024			1	2	3	Jan. 1	New Years Day Holiday	19	0	0	19
	6	7	8	9	10	Jan. 2 - 3	Winter Recess				
	13	14	15	16	17	Jan. 20	Martin Luther King Jr. Holiday				
	20	21	22	23	24						
	27	28	29	30	31						
FEBRUARY	3	4	5	6	7			18	0	0	18
	10	11	12	13	14	Feb. 10	Lincoln's Birthday				
	17	18	19	20	21	Feb. 17	President's Day				
	24	25	26	27	28	Feb. 28	Second Trimester ends				
MARCH	3	4	5	6	7			14	0	0	14
	10	11	12	13	14	March 14	Emergency Closure Day (non-workday, non-student if not needed)				
	17	18	19	20	21	March 17-21	Spring Break				
	24	25	26	27	28						
	31					March 31	Cesar Chavez Day (non-student, non-work day)				
APRIL		1	2	3	4			21	0	0	21
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25	April 21	Non-student, Non work day				
	28	29	30								
MAY				1	2			21	0	0	21
	5	6	7	8	9						
	12	13	14	15	16						
	19	20	21	22	23	May 21	Open House				
	26	27	28	29	30	May 26	Memorial Day				
JUNE	2	3	4	5	6	June 5	Elementary 3nd Trimester ends	4	1	0	5
	9	10	11	12	13	June 5	Final Instructional Day (Min. Day)				
	16	17	18	19	20	June 6	Work Day				
	23	24	25	26	27						
	30										
	TOTALS							180	2	3	185

(2) Two days added for Emergency Closures 12/20 & 3/15 (non-workday for teachers and SY, non-student if not needed)

Ratified:

Board approved:

Effective: July 1, 2024

2024-2025 Instructional Calendar mutually agreed on:

Date: 4/9/24

Bellevue USD

Becky Hansen

Bellevue Education Association

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category:	Review and Action
Agenda Item Title:	Memorandum of Understanding Between Bellevue Union School District And Bellevue Education Association regarding Summer School Rate of Pay for the 2024 Summer Session
Prepared By:	Stacy Spector, Director Human Resources

Background:

The Bellevue Union School District ("District") and the Bellevue Education Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding Summer School Rate of Pay for the 2024 Summer Session.

This MOU between Bellevue Union School District and Bellevue Education Association defines the rate of pay, entitlement and amount of prep time for the 2024 summer school programs.

Recommended Action:

Approve the Memorandum of Understanding Between Bellevue Union School District And Bellevue Education Association regarding Summer School Rate of Pay for the 2024 Summer Session.

Supporting Documents:

Memorandum of Understanding Between Bellevue Union School District And Bellevue Education Association Regarding Summer School Rate of Pay for the 2024 Summer Session.

Bellevue Union School District

Memorandum of Understanding (MOU)
Between the
Bellevue Union School District (BUSD)
and Bellevue Education Association (BEA)

MOU Agreement on Establishment of Summer School Pay

The Bellevue Education Association (hereinafter referred to as "Association") and the Bellevue Union School District (hereinafter referred to as "District") enter this Memorandum of Understanding ("MOU") on April 2, 2024.

The purpose of this MOU is to agree to a rate of pay for unit members who are employed for the Summer School session.

District and Association therefore agree to following:

1. For Summer Session 2024 only, participating unit members shall be paid $75 per hour for instructional teaching days:
   a. For non-unit members (certificated employees not regularly employed by the District during the school year) hired for Summer School only, the rate of pay shall be $50 per hour.

2. For Summer Session 2024 only, participating unit members and non-unit members, shall be entitled to 15 minutes of prep time per hour of instruction per day. This will result in a summer school teaching day consisting of four (4) hours of instruction and one (1) hour of preparation time.

3. Summer Session shall consist of one twenty-five (25) day instructional session for regular education and one-eighteen (18) day session for special education.

4. Two- four (4) hour training days shall also be required for regular education teachers teaching and one four (4) hour meeting/planning day. The hours for these days shall be paid at the rate of $50 per hour.

5. One four (4) hour planning day shall be required for special education teachers. The hours for these days shall be paid at the rate of $50 per hour.

The following illustrates possible pay for Summer Sessions:

Compensation For Entire Session	**General Education**	**Special Education**
Base Rate: $75/hr • General Ed: 25 days • Special Ed: 18 days	$9,375	$6,750
Planning /Staff Meeting Session: (one 4-hr day)	$200	$200
Training Days (two 4-hr Days)	$400	$0
TOTAL Compensation*	$9.975	$6,950

6. The summer session rate of pay shall return to the hourly rate status quo ante for summer session 2025, unless mutually agreed to otherwise.

7. This MOU shall not set a precedent for any reason, nor shall it serve as the basis for any future negotiations regarding summer session rate of pay or prep time.

This MOU has been agreed to by representatives of the District and the Association and shall be considered binding to the limited terms described under this MOU and shall expire in full without precedent at the conclusion of Summer Session 2024, unless extended by mutual written agreement.

Dated: 4/2/2024
For the Association:
Rebekah Hansen, President

Dated: APRIL 2, 2024
For the District:
Michael Kellison, Superintendent

A copy of this signed Memorandum of Understanding will be kept on file by both parties.

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of the Memorandum of Understanding with the California School Employees Association 501 Regarding Summer School Pay 2024

Prepared By: Stacy Spector, Director Human Resources

Background:

The Bellevue Union School District ("District") and the California School Employees Association Bellevue Chapter 501 ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding Classified Summer School Rate of Pay for the 2024 Summer Session.

This MOU between Bellevue Union School District and the Association defines the rate of pay for the 2024 summer school programs.

Recommended Action:

Approve the Memorandum of Understanding Between Bellevue Union School District And Association regarding Classified Summer School Rate of Pay for the 2024 Summer Session.

Supporting Documents:

Memorandum of Understanding Between Bellevue Union School District And California School Employees Association Bellevue Chapter 501 Regarding Summer School Rate of Pay for the 2024 Summer Session.

Bellevue Union School District

Memorandum of Understanding (MOU)
Between the
Bellevue Union School District (BUSD)
and Classified School Employees Association (CSEA 501)

MOU Agreement on Establishment of Summer School Pay

The Classified School Employees Association (hereinafter referred to as "Association") and the Bellevue Union School District (hereinafter referred to as "District") enter this Memorandum of Understanding ("MOU") on April 9, 2024.

The purpose of this MOU is to agree to a rate of pay for unit members who are employed for the Summer School 2024 session.

Association and District therefore agree to following:

1. For Summer School 2024 only, participating unit members shall be paid at the hourly rates listed below:

Summer Instructional Assistant*	$25 per hour. (4 hours per day)
Summer Office Manager	$35 per hour. (5 hours per day)
Summer Food Service Kitchen Operator	$28 per hour. (6 hours per day)

   A. The District shall first offer Summer School 2024 assignments to current bargaining unit members. If not enough current bargaining unit members choose to work a Summer School 2024 assignment, the District may post for additional temporary assignments to fill the leftover vacancies.

2. Summer School shall consist of one-twenty-five (25) day instructional session for regular education and one-eighteen (18) day session for special education. Additional training/orientation/meetings may be required and will be compensated at the established hourly rate referenced above.

   *Any unit member may apply for the Summer Instructional Assistant vacancies. Summer Instructional Assistants must have previously passed a Basic Skills test, on file with the District, or will be required to pass a Basic Skills test prior to being assigned to the position.

3. The summer session rate of pay shall return to the hourly rate status quo ante for Summer Session 2025, unless mutually agreed to otherwise.

4. This MOU shall not set a precedent for any reason, nor shall it serve as the basis for any future negotiations regarding summer session rate of pay or prep time.

This MOU has been agreed to by representatives of the District and the Association and shall be considered binding to the limited terms described under this MOU and shall expire in full without precedent at the conclusion of Summer Session 2024, unless extended by mutual written agreement.

Dated: April 9th, 2024
For the Association:

Jennifer Spain, President

Dated: APRIL 9, 2024
For the District:

Michael Kellison, Superintendent

A copy of this signed Memorandum of Understanding will be kept on file by both parties.

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Consider Approval of Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year

Prepared By: Stacy Spector, Director of Human Resources

Background:

In the event that the district is unable to hire fully certificated persons due to an insufficient number available for hire, a declaration of need must be filed with the CTC in order to request emergency or limited assignments permits.

The Declaration of Need for fully qualified educators will be filed with the Commission on Teacher Credentialing (CTC) and Sonoma County Office of Education (SCOE) for the 2024-2025 school year as there may be a need for emergency or limited assignment permits due to a lack of qualified teacher applicants.

Bellevue Union School District's Declaration of Need identifies the following certificated positions (in no specific order):

1. Dual Immersion (Spanish)/BCLAD
2. Education Specialist/Special Education (Special Day Class Mild/Moderate, Moderate/Severe)
3. Universal Pre Kindergarten
    a. Universal Pre-Kindergarten
    b. Universal Transitional Kindergarten

Recommended Action:
Recommend for Approval

Supporting Documents:
Form CL-500 Declaration of Need 2024-2025

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024-2025

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Bellevue Union School District District CDS Code: 70615

Name of County: Sonoma County County CDS Code: 49

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 02/20/2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Michael Kellison		Superintendent
Name	*Signature*	*Title*
707-542-6127	707-542-5197	02-20-24
Fax Number	*Telephone Number*	*Date*

3150 Education Drive, Santa Rosa, CA 95407
Mailing Address

mkellison@busd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	
Special Education	4
TOTAL	6

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☑ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.

Sonoma State University

Touro University

University of Southern California

If no, explain why you do not participate in an internship program.

_____

_____

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of Revised Salary Schedules for FY 2023-24 and FY 2024-25: Unrepresented (Confidential, Classified and Certificated Management and Superintendent)

Prepared By: Stacy Spector, Human Resources Director

Background:

Historically, when certificated and classified bargaining units negotiate a salary increase, Unrepresented staff have also received the same increase in compensation.

However, in the 2022/2023 school year, instead of receiving the 6.56 % raise as both certificated and classified bargaining units, Unrepresented received 3.25% and a 3.25% off schedule.

"Off schedule" payments are not considered compensation towards CalSTERS and retirement accrual, meaning that Unrepresented staff received a 3.25% salary increase compared to 6.56% for other bargaining units.

On March 12, 2024 the Board approved the Collective Bargaining Agreement with Bellevue Education Association (BEA), which initiated the "Me Too" clause for a similar Salary Increase for Classified (CSEA Local 501) staff.

As a result, the District's Certificated and Classified Salary Schedules were revised across all steps and columns per the terms of the Collective Bargaining Agreement to 9% for the SY 2023-24 and 3% for the SY 2024-2025.

This recommendation now adds the same 9% and 3% to Unrepresented Salary Schedules. Also represented are the increase to the annual contribution to Employee Health and Wellness Benefits of $2500 for the 2023/2024 school year and any additional resultant increase in compensation for education and certification.

Salary Schedules for Certificated Management have been reduced from 12 Steps to 10 Steps. Salary Schedules have been adjusted to remove positions for the 2024-2025 school year reduced as a result of the Reduction in Force Process: Director of Education Services, Program Specialist Early Learning Center, Instructional Technology Coordinator, and Classified Coordinator ELC.

The changes to the fiscal impact of the agreement were previously noted on the AB1200 Disclosure approved at the March 12, 2024 Board meeting.

Recommended Action: Review and Approve as presented.

Supporting Documents: Unrepresented Salary Schedules for FY 2023/24 and FY 2024/25

Confidential Employee Salary Schedule

Placement on this salary schedule will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: April 16, 2024
Effective: July 1, 2023

Executive Assistant to the Superintendent and Information Management - 260 Days
Business Technician - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$61,732	$63,583	$65,489	$67,454	$69,478	$71,564	$73,710	$75,921	$78,197	$80,544
Hourly	$29.68	$30.57	$31.49	$32.43	$33.40	$34.41	$35.44	$36.50	$37.59	$38.72

	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Annual	$82,961	$85,451	$88,013	$91,173	$93,373	$96,174	$99,059	$102,031	$105,093	$108,245
Hourly	$39.89	$41.08	$42.31	$43.83	$44.89	$46.24	$47.62	$49.05	$50.53	$52.04

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan
Monthly Mileage Stipend of $80.00 (within the County). Reimburseable Out of County Mileage.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

FISCAL YEAR	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO SALARY SCHEDULE	4%	5%	4%	3.25% On Schedule + 3.25% Off Schedule	9%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	N/A	$2,788.80	$2,000	$1,000	$2,500

Confidential Employee Salary Schedule

Placement on this salary schedule will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: April 16, 2024
Effective: July 1, 2024

Executive Assistant to the Superintendent and Information Management - 260 Days
Business Technician - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$63,584	$65,490	$67,454	$69,478	$71,562	$73,711	$75,921	$78,199	$80,543	$82,960
Hourly	$30.57	$31.49	$32.43	$33.40	$34.40	$35.44	$36.50	$37.60	$38.72	$39.88

	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Annual	$85,450	$88,015	$90,653	$93,908	$96,174	$99,059	$102,031	$105,092	$108,246	$111,492
Hourly	$41.08	$42.31	$43.58	$45.15	$46.24	$47.62	$49.05	$50.53	$52.04	$53.60

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan

Monthly Mileage Stipend of $80.00 (within the County). Reimburseable Out of County Mileage.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

FISCAL YEAR	2020-21	2021-22	2022-23	2023-24	2024-25
% INCREASE TO SALARY SCHEDULE	5%	4%	3.25% On Schedule + 3.25% Off Schedule	9%	3%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	$2,788.80	$2,000	$1,000	$2,500	N/A

Classified Management Salary Schedule

Placement on these salary schedules will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: April 16, 2024
Effective: July 1, 2023

Chief Business Official (CBO) - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$127,103	$130,917	$134,843	$138,889	$143,056	$147,348	$151,769	$156,320	$161,012	$165,841	$170,817	$175,941	$181,220	$186,657
Hourly	$61.11	$62.94	$64.83	$66.77	$68.78	$70.84	$72.97	$75.15	$77.41	$79.73	$82.12	$84.59	$87.13	$89.74

Chief Business Official (CBO) w/ Masters or Doctoral Degree - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$128,474	$132,286	$136,213	$140,258	$144,426	$148,717	$153,136	$157,691	$162,378	$167,210	$172,184	$177,310	$182,590	$188,027
Hourly	$61.77	$63.60	$65.49	$67.43	$69.44	$71.50	$73.62	$75.81	$78.07	$80.39	$82.78	$85.25	$87.78	$90.40

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan

Professional Organization Dues for the Employee

Monthly Cell Phone Stipend of $25.00

Monthly Mileage Stipend of $80.00 (within the County). Reimburseable Out of County Mileage.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

Director of Educational Technology and Innovation - 260 Days
Director of Maintenance and Operations - 260 Days
Director of Human Resources- 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$106,447	$109,640	$112,929	$116,317	$119,807	$123,402	$127,103	$130,917	$134,843	$138,890	$143,056	$147,348	$151,769	$156,320
Hourly	$51.18	$52.71	$54.29	$55.92	$57.60	$59.33	$61.11	$62.94	$64.83	$66.77	$68.78	$70.84	$72.97	$75.15

Director of Educational Technology and Innovation w/ Masters Degree - 260 Days
Director of Maintenance and Operations w/ Masters Degree - 260 Days
Director of Human Resources w/ Masters Degree- 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$107,817	$111,010	$114,298	$117,687	$121,176	$124,771	$128,473	$132,286	$136,213	$140,258	$144,426	$148,716	$153,136	$157,690
Hourly	$51.84	$53.37	$54.95	$56.58	$58.26	$59.99	$61.77	$63.60	$65.49	$67.43	$69.44	$71.50	$73.62	$75.81

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan

Professional Organization Dues for the Employee

Monthly Cell Phone Stipend of $60.00

Monthly Mileage Stipend of $100.00 (within the County) + Reimburseable Out of County Mileage for Director of Educational Technology.

Monthly Mileage Stipend of $80.00 (within the County) + Reimburseable Out of County Mileage for Director of Maintenance and Operations.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

Food Service Manager - 260 Days
Early Learning Center Manager - 260 Days
IT Coordinator - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$67,343	$71,445	$73,589	$75,796	$78,069	$80,413	$82,826	$85,310	$87,868	$90,505	$93,220	$96,016	$98,898	$102,513
Hourly	$32.38	$34.35	$35.38	$36.44	$37.53	$38.66	$39.82	$41.01	$42.24	$43.51	$44.82	$46.16	$47.55	$49.29

Food Service Manager w/ Masters Degree - 260 Days
Early Learning Center Manager w/ Masters Degree - 260 Days
IT Coordinator w/ Masters Degree - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$68,713	$72,814	$74,959	$77,164	$79,439	$81,782	$84,193	$86,679	$89,238	$91,874	$94,589	$97,385	$100,266	$103,882
Hourly	$33.04	$35.01	$36.04	$37.10	$38.19	$39.32	$40.48	$41.67	$42.90	$44.17	$45.48	$46.82	$48.20	$49.94

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan

Professional Organization Dues for the Employee

Monthly Cell Phone Stipend of $60.00

Monthly Mileage Stipend of $80.00 (within the County). Reimburseable Out of County Mileage.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

FISCAL YEAR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO SALARY SCHEDULE	4%	4%	5%	4%	3.25% On Schedule + 3.25% Off Schedule	9%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	N/A	N/A	$2,788.80	$2,000	$1,000	$2,500

Classified Management Salary Schedule

Placement on these salary schedules will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: April 16, 2024
Effective: July 1, 2024

Chief Business Official (CBO) - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$130,916	$134,845	$138,888	$143,056	$147,348	$151,768	$156,322	$161,010	$165,842	$170,816	$175,942	$181,219	$186,657	$192,257
Hourly	$62.94	$64.83	$66.77	$68.78	$70.84	$72.97	$75.15	$77.41	$79.73	$82.12	$84.59	$87.12	$89.74	$92.43

Chief Business Official (CBO) w/ Masters or Doctoral Degree - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$132,328	$136,255	$140,299	$144,466	$148,759	$153,179	$157,730	$162,422	$167,249	$172,226	$177,350	$182,629	$188,068	$193,668
Hourly	$63.62	$65.51	$67.45	$69.45	$71.52	$73.64	$75.83	$78.09	$80.41	$82.80	$85.26	$87.80	$90.42	$93.11

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan
Professional Organization Dues for the Employee
Monthly Cell Phone Stipend of $25.00
Monthly Mileage Stipend of $80.00 (within the County). Reimburseable Out of County Mileage.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

Director of Educational Technology and Innovation - 260 Days
Director of Maintenance and Operations - 260 Days
Director of Human Resources- 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$109,640	$112,929	$116,317	$119,807	$123,401	$127,104	$130,916	$134,845	$138,888	$143,057	$147,348	$151,768	$156,322	$161,010
Hourly	$52.71	$54.29	$55.92	$57.60	$59.33	$61.11	$62.94	$64.83	$66.77	$68.78	$70.84	$72.97	$75.15	$77.41

Director of Educational Technology and Innovation w/ Masters Degree - 260 Days
Director of Maintenance and Operations w/ Masters Degree - 260 Days
Director of Human Resources w/ Masters Degree- 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$111,052	$114,340	$117,727	$121,218	$124,811	$128,514	$132,327	$136,255	$140,299	$144,466	$148,759	$153,177	$157,730	$162,421
Hourly	$53.39	$54.97	$56.60	$58.28	$60.01	$61.79	$63.62	$65.51	$67.45	$69.45	$71.52	$73.64	$75.83	$78.09

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan
Professional Organization Dues for the Employee
Monthly Cell Phone Stipend of $60.00
Monthly Mileage Stipend of $100.00 (within the County) + Reimburseable Out of County Mileage for Director of Educational Technology.
Monthly Mileage Stipend of $80.00 (within the County) + Reimburseable Out of County Mileage for Director of Maintenance and Operations.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

Food Service Manager - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$69,363	$73,558	$75,797	$78,070	$80,411	$82,825	$85,311	$87,869	$90,504	$93,220	$96,017	$98,896	$101,865	$105,588
Hourly	$33.35	$35.36	$36.44	$37.53	$38.66	$39.82	$41.01	$42.24	$43.51	$44.82	$46.16	$47.55	$48.97	$50.76

Food Service Manager w/ Masters Degree - 260 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Annual	$70,774	$74,998	$77,208	$79,479	$81,822	$84,235	$86,719	$89,279	$91,915	$94,630	$97,427	$100,307	$103,274	$106,998
Hourly	$34.03	$36.06	$37.12	$38.21	$39.34	$40.50	$41.69	$42.92	$44.19	$45.50	$46.84	$48.22	$49.65	$51.44

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Disability Insurance Plan

Professional Organization Dues for the Employee

Monthly Cell Phone Stipend of $60.00

Monthly Mileage Stipend of $80.00 (within the County). Reimburseable Out of County Mileage.

Vacation Schedule:

Days per Month	Years 1-5	Years 6-10	Years 11-19	Years 20+
	1	1.25	1.667	2

FISCAL YEAR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
% INCREASE TO SALARY SCHEDULE	4%	5%	4%	3.25% On Schedule + 3.25% Off Schedule	9%	3%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	N/A	$2,788.80	$2,000	$1,000	$2,500	N/A

Certificated Administration

Placement on this salary schedule will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: April 16, 2024
Effective: July 1, 2023

Principal, Coordinator, and Specialist - 210 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$131,863	$135,819	$139,895	$144,089	$148,413	$152,865	$157,453	$162,175	$167,040	$172,052
Per Diem	$628	$647	$666	$686	$707	$728	$750	$772	$795	$819

Principal, Coordinator, and Specialist w/ Masters Degree - 210 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$133,232	$137,187	$141,263	$145,459	$149,782	$154,235	$158,822	$163,545	$168,408	$173,421
Per Diem	$634	$653	$673	$693	$713	$734	$756	$779	$802	$826

Principal, Coordinator, and Specialist w/ Doctoral Degree - 210 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$135,285	$139,242	$143,318	$147,514	$151,836	$156,289	$160,875	$165,597	$170,463	$175,474
Per Diem	$644	$663	$682	$702	$723	$744	$766	$789	$812	$836

Director w/ Masters Degree - 216 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$146,557	$150,908	$155,393	$160,010	$164,765	$169,655	$174,712	$179,909	$185,262	$190,776
Per Diem	$679	$699	$719	$741	$763	$785	$809	$833	$858	$883

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Professional Organization Dues for Employee - ACSA
Disability Insurance Plan
Annual Cell Phone Allowance of $275
Additional Masters Degree Annual Stipend of $1000 for each additional Degree

Annual Mileage Allowance has been incorporated into the base pay as of July 1, 2014.
Masters and Doctorate Degree Stipends have been incorporated into the base pay as of July 1, 2014.

FISCAL YEAR	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO SALARY SCHEDULE	4%	5%	4%	3.25% On Schedule + 3.25% Off Schedule	9%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	N/A	$2,788.80	$2,000	$1,000	$2,500

Certificated Administration

Placement on this salary schedule will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: April 16, 2024
Effective: July 1, 2024

Principal, Coordinator, and Specialist - 210 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$135,819	$139,894	$144,092	$148,412	$152,865	$157,451	$162,177	$167,040	$172,051	$177,214
Per Diem	$647	$666	$686	$707	$728	$750	$772	$795	$819	$844

Principal, Coordinator, and Specialist w/ Masters Degree - 210 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$137,299	$141,303	$145,501	$149,823	$154,275	$158,862	$163,587	$168,451	$173,460	$178,624
Per Diem	$654	$673	$693	$713	$735	$756	$779	$802	$826	$851

Principal, Coordinator, and Specialist w/ Doctoral Degree - 210 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$139,344	$143,419	$147,618	$151,939	$156,391	$160,978	$165,701	$170,565	$175,577	$180,738
Per Diem	$664	$683	$703	$724	$745	$767	$789	$812	$836	$861

Director w/ Masters Degree - 220 Days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	$150,954	$155,435	$160,055	$164,810	$169,708	$174,755	$179,953	$185,306	$190,820	$196,499
Per Diem	$699	$720	$741	$763	$786	$809	$833	$858	$883	$910

District Benefits:

The Bellevue Union School District contributes towards healthcare benefits to include dental and vision, at the same rate as Certificated Employees Benefits as negotiated in the current collective bargaining agreement. Benefits for eligible employees will begin on the first day of the month following the date of hire and are pro-rated for employment less than full-time.

Professional Organization Dues for Employee - ACSA
Disability Insurance Plan
Annual Cell Phone Allowance of $275
Additional Masters Degree Annual Stipend of $1000 for each additional Degree

Annual Mileage Allowance has been incorporated into the base pay as of July 1, 2014.
Masters and Doctorate Degree Stipends have been incorporated into the base pay as of July 1, 2014.

FISCAL YEAR	2020-21	2021-22	2022-23	2023-24	2024-25
% INCREASE TO SALARY SCHEDULE	5%	4%	3.25% On Schedule + 3.25% Off Schedule	9%	3%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	$2,788.80	$2,000	$1,000	$2,500	N/A

Superintendent
Contract Summary

Board Adopted: April 16, 2024
Effective: July 1, 2023

225 Days

FY 2023/24: $*237,634*

The Superintendent shall be entitled to receive the same District-paid health, dental, and vision benefits as provided to other Certificated employees of the District.

The District shall pay the Superintendent $300 per month for costs associated with travel within Sonoma County.

The District shall pay the Superintendent's annual dues to the Association of California School Administrators (ACSA).

The Superintendent Shall be allocated 12 Days of Sick Leave annually.

The District shall pay the Superintendent $100 per month towards the purchase of a cellphone and associated service.

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Review and Action

Agenda Item Title: Approval of Board Monthly Meeting Dates

Prepared By: Michael Kellison, Superintendent

Background:
It is proposed that regular board meetings continue to be scheduled for one Tuesday each month, generally the third Tuesday of the month. All dates were scheduled to meet the required fiscal and HR reporting dates, as well as the holidays and school breaks.

Recommended Action:
It is recommended that the Board of Trustees approve the Board Monthly Meeting Dates

Supporting Documents:
Board Monthly Meeting Dates

Bellevue Union School District

2024-25 Regular Board Meeting Dates

August 20, 2024 – 3rd Tuesday

September 10, 2024 – 2nd Tuesday

October 15, 2024 – 3rd Tuesday

November 19, 2024 – 3rd Tuesday

December 17, 2024 – 3rd Tuesday

January 21, 2025 – 3rd Tuesday

February 18, 2025 – 3rd Tuesday

March 11, 2025 – 2nd Tuesday

April 15, 2025 – 3rd Tuesday

May 20, 2025 – 3rd Tuesday

June 17, 2025 – 3rd Tuesday

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Memorandum of Understanding (MOU) Between Sonoma State University and Bellevue Union School District (BUSD) to Provide Access to Students for Practical Fieldwork Experience

Prepared By: Aracely Romo-Flores, Director of Education Services

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Background:

Sonoma State University's College of Education offers degree programs in a wide variety of academic disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. With this agreement, BUSD will provide Sonoma State students with a school setting, resources, and supervision to support their practical fieldwork experience.

The following College of Education programs are included in this agreement:

- Early Fieldwork and Pre-Student Teaching
- Basic Credential Programs
- Administrative Services Credential
- School Counseling
- Early Childhood Studies MA Program
- Intern Credentials

Recommended Action:

It is recommended that the Board of Trustees approve the MOU between BUSD and Sonoma State University College of Education Clinical Practice.

Supporting Documents:

Memorandum of Understanding (MOU) between Sonoma State University College of Education Clinical Practice and Bellevue Union School District (BUSD)

SONOMA STATE UNIVERSITY

College of Education Clinical Practice Agreement

This agreement ("Agreement") is between the Trustees of the California State University, on behalf of Sonoma State University ("University"), and Bellevue Union School District ("District/Agency")

University's College of Education offers degree programs in a wide variety of academic disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, District/Agency shall provide access to students for practical fieldwork experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District/Agency ("Party or Parties") agree as follows:

Definitions:

"students" shall refer to a student validly enrolled at University.

I. **EDUCATIONAL PROGRAMS –** The following College of Education programs are included in this Agreement and are governed by the corresponding Exhibits, incorporated as if fully stated herein:

- Exhibit A – Early Fieldwork & Pre-Student Teaching
- Exhibit B – Basic Credential Programs
- Exhibit C – Administrative Services Credential
- Exhibit D – School Counseling
- Exhibit E – Early Childhood Studies MA Program
- Exhibit F - Intern Credentials

II. **GENERAL PROVISIONS**

A. Term of Agreement - The term of this Agreement shall begin upon full execution from **July 1, 2024 to June 30th, 2026.** Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester and the agreement will stay in full force during that time

B. Relationship of Parties – The District/Agency (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. Students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.

C. Legal Responsibility – The District/Agency shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.

D. Insurance – Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of $1,000,000 for each occurrence and $2,000,000 general aggregate, and workers compensation coverage as required by law. University offers students involved in off-campus learning programs insurance programs for both service learning and clinical experience.

SAFECLIP: Student Academic Field Experience for Credit Liability Insurance Program provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit.

SPLIP: Student Professional Liability Insurance Program provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students.

E. Confidential Student Information- University **s**tudent records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

F. Pre-Placement Clearances – If students will have more than limited contact with the District/Agency students, students shall be fingerprinted as required by the District/Agency pursuant to California Education Code §45125.1. All students are required to obtain a CTC issued Certificate of Clearance, or similar clearance document, and possess a negative TB test result, dated within the last four years, prior to beginning any fieldwork in the District/Agency.

G. Orientation, Student Safety and Health Risks – District/Agency shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. The District/Agency shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

H. **Covid:** District/Agency is aware and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District/Agency is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District/Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines and applicable governmental directives are modified, changed or updated, the District/Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the District/Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

I. **Acceptance, Termination & Nondiscrimination in Placements** - The District/Agency has discretion regarding the number of placements it receives, and has the discretion to terminate the assignment of any student at the District/Agency if such student is failing to perform satisfactorily to the District/Agency. The District/Agency shall notify the University in writing of its desire to terminate the placement of student. The University may withdraw a student assigned to the District/Agency for any academically related reason. Neither Party shall deny placement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.

J. Services Responsibility- The District/Agency retains professional and administrative responsibility for all services rendered at the District/Agency.

K. Locations – All locations under the District/Agency management or control will be covered by the terms of this Agreement.

L. Governing Law – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the State of California.

M. Assignments - This Agreement is not assignable in whole or in part.

N. Endorsement - Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

O. Fair Labor Standards Act and Displacement of Organization Employees – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the District/Agency. Work performed by students is toward the completion of course/programs for their academic degree.

P. Severability - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Q. Authority - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

R. Notices - All notices, demands given under this Agreement shall be in writing and sent to the authorized individuals named at the bottom of this Agreement. Notices will be effective upon receipt if delivered by personal or overnight delivery, or effective three days after being placed in the United States mail, postage pre-paid.

Sonoma State University:
Contracts & Procurement
1801 East Cotati Ave.
Rohnert Park, CA 94928

With Copy to:
School of Education
1801 East Cotati Ave.
Rohnert Park, CA 94928

District/Agency
Name of Placement
Address

S. Entire Agreement - This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

T. Indemnification: Each Party shall defend, indemnify and hold the other party and its officials, employees and agents, harmless from and against any and all liability, loss, expense, , or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, , or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party, its officials, agents, or employees.

Exhibit A

EARLY FIELDWORK and PRE-STUDENT TEACHING

The District/Agency agrees to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.

"Early Fieldwork" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of employees of the District/Agency holding valid life diplomas or credentials or applicable license issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.

"Pre-Student Teaching" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting of student observation, small group teaching and one-on-one teaching, under the direct supervision of employees of the District/Agency holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided. Typically, pre-student teaching activities are a methods/pedagogy course requirement.

1. **Scope of fieldwork training:** The District/Agency shall provide to students educational experiences through Early Fieldwork and Pre-Student Teaching placements in schools and classes of District/Agency. Such professional experiences shall be provided in such schools or classes of District/Agency and under the direct supervision and instruction of the District/Agency employees.

2. **Compensation:** There is no compensation by University for the services for the District/Agency professionals overseeing Early Fieldwork or Pre-Student Teaching assignments.

3. **Assignment:** The assignment of a student for Early Fieldwork and Pre-Student Teaching placements in schools or classes of the District/Agency shall be at the discretion of University, with the Agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of University's class.

Exhibit B

BASIC CREDENTIAL PROGRAMS: CLINICAL PRACTICE (student teaching)

The District/Agency agrees to provide Single Subject, Multiple Subject, PK-3 ECE Specialist, and Education Specialist clinical practice experience through classroom teaching with candidates/ students enrolled in teacher training curricula of University.

1. **Scope of Services:** The District/Agency shall provide to students clinical practice through practice teaching in schools, preschools, and classes of the District/Agency not to exceed the units of clinical practice set forth in these Special Provisions. Such clinical practice shall be provided in such schools, preschools, or classes of the District/Agency and under the direct supervision and instruction of the District/Agency employees.

   "Clinical practice" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District/Agency holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools, preschools or classes in which the clinical practice is provided. As required by State law, the student teacher will be completing a teacher performance assessment (e.g. CalTPA, EdTPA) to demonstrate proficiency on the California Teacher Performance Expectations. The terms of this process will be provided to the District/Agency in a separate notice.

2.. **Assignment**: An assignment of a student in part or full-time student teaching/clinical practice of University to practice teaching in preschools, schools or classes of the District/Agency shall be, at the discretion of the University, for the minimum number of hours as set forth by CTC for each credential type and any applicable agreements outlined in Residency Programs, which may include hours outside of the University semester. Specific program requirements can be found in the handbook. Students who are working in private schools and seeking a credential are required to complete a substantive clinical experience in a diverse school setting where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of the California's student population. The assignment of student to clinical practice in the District/Agency shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District/Agency the assignment card or other document given the student by University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document. In the event the assignment of a candidate/ student of University to clinical practice is terminated by University for any reason, the District/Agency shall receive payment on account of such candidate/ student except that if such assignment is terminated before the end of the ninth week of the term of the assignment. Absences of a candidate/ student from assigned clinical practice shall not be counted as absences in computing the semester units of clinical practice provided the student by the District/Agency.

3. Before assigning students to the District/Agency, University will instruct such candidates/students on applicable University and federal laws relating to unlawful discrimination (including harassment).

4. All new student credential program admits must present a valid negative TB test, file for a Certificate of Clearance and complete the Legal Seminar requirement prior to beginning the Credential Program and registering in program courses. Proof of a substitute-teaching permit will suffice for the Certificate of Clearance requirements.

5. All students advancing to Full Time Student Teaching, must continue to have a valid Certificate of Clearance or Substitute Teaching permit, a valid Negative TB test and documentation of completion of the Legal Seminar/Preparation for field experience requirements on file with the University, in the student's record prior to the first day of the semester of Full Time Student Teaching.

6. Mentor teachers have access to two Continuing Education Units via the Extended Education Program (SEIE) at

University. Once per academic year, using the system designed by the College of Education, mentor teachers may register for the teacher mentoring course through SEIE. The College of Education will cover the fees associated with those units. Mentor teachers must request transcripts directly from the Admissions Office and cover any costs associated with that transcript request.

Exhibit C

ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM

The District/Agency agrees to provide access to students in the Administrative Services Credential Program within School of Education Department of Educational Leadership and Special Education. As required by State law, the student will be completing a performance assessment (e.g. CalAPA) to demonstrate proficiency on the California Administrator Performance Expectations.

RESPONSIBILITIES OF THE UNIVERSITY

The University shall:

1. Designate a faculty member to coordinate with a designee of the District/Agency.

2. Complete periodic evaluations of the student regarding their performance at the District/Agency.

3. Require the student to participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.

4. Mentor teachers have access to two Continuing Education Units via the Extended Education Program (SEIE) at University. Once per academic year, using the system designed by the College of Education, mentor teachers may register for the teacher mentoring course through SEIE. The College of Education will cover the fees associated with those units. Mentor teachers must request transcripts directly from the Admissions Office and cover any costs associated with that transcript request.

RESPONSIBILITIES OF STUDENTS

The assigned Student will:

1. Conform to the administrative policies, standards and practices of the District/Agency and to the ethical and legal standards of the profession.

2. Identify himself/herself to the public as a student in the Administrative Services Credential Program who is completing fieldwork at the District/Agency.

3. Will set times, locations and responsibilities for the fieldwork experience in collaboration with the supervising school administrator (site mentor) at the District/Agency and University's faculty member (University field supervisor).

4. Plan activities in each area required by the Administrative Services Credential Program, in collaboration with the site mentor at the District/Agency and University field supervisor.

5. Provide the site mentor at the District/Agency with a copy of the Program's expectations for the fieldwork experience.

6. Notify the District/Agency of illness, accident, or any other situation which does not allow the student to meet the prearranged program at the District/Agency.

7. Inform the University of any changes to the on-site schedule.

RESPONSIBILITIES OF THE DISTRICT/AGENCY

The District/Agency shall:

1. Provide opportunities for the student to develop professional competencies in a broad and diverse role. Opportunities will encompass a range of experiences in programs and populations, including but not limited to regular education, special education, bilingual education, English learners, age, disabilities, cultures leading to development of professional competence in the California Administrator Performance Expectations (CAPEs).

2. Designate one school administrator who possesses a clear CA credential in school administration to serve as the primary site mentor

3. Require the designated site mentor to serve as a model school administrator engaging in broad and diverse service delivery.

4. Complete periodic evaluations of the students' performance.

5. Provide ongoing supervision of all University student activities in the fieldwork experience.

6. Provide the student with opportunities to video record selected administrative activities (e.g., professional learning communities' meetings and teacher coaching sessions) for the purpose of completing the CalAPA, provided that all parties to be recorded have separately consented to such a recording through a university provided consent form.

7. In the event that the District/Agency cannot provide a site mentor, the University will make alternative arrangements to find a site mentor to meet the requirements.

Exhibit D
SCHOOL COUNSELING PROGRAM

The District/Agency agrees to provide supervised field experience for candidates in the School Counseling Program

ARTICLE 1: RECITALS

1.1 Section 35160 of the California Education Code provides that the governing board of any school District/Agency may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school District/Agency are established.

1.2 An agreement by a school District/Agency to provide school counseling and practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing ("Commission") is not inconsistent with the purposes for which school District/Agency are established.

ARTICLE 2: DEFINITIONS

2.1 "Student" shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education credential.

2.2 "Field Experience Supervisor [1]" shall refer to an employee of the District/Agency holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District/Agency who has three or more years of experience as a school counselor.

2.3 "Field Experience [2]" shall refer to the participation by a Student in the duties and functions of a school counselor under the direct supervision and instruction of one or more Field Experience Supervisors.

2.4 "Field Experience Assignment" shall consist of between 200 and 600 hours of Field Experience, depending upon the specific program requirements of the Student's program.

ARTICLE 3: TERMS AND CONDITIONS

3.1 The District/Agency shall provide Students with Field Experience in schools and classes of the District/Agency under the direct supervision and instruction of a Supervising Field Experience Supervisor.

3.2 Before a Student is assigned to the District/Agency for placement in a Field Experience Assignment the University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.

3.3 University will follow District/Agency protocol for the placement of Field Experience students and will make initial contact at the District/Agency level to coordinate the placement of Field Experience students with the Assistant Superintendent, Curriculum and Instruction (K-6) or the Assistant Superintendent, Curriculum and Instruction (7-12).

3.4 University Right of Refusal. The University may terminate any student assigned to the District/Agency for Field Experience.

3.5 All new students in the program must present a valid negative TB test, file for a Certificate of Clearance prior to beginning the program and registering in program courses. Proof of a substitute-teaching permit will suffice for the Certificate of Clearance requirements

3.6 District/Agency Field Experience Supervisor has access to two continuing education units via the Extended Education Program (SEIE) at University. Once per academic year, using the system designed by the College of Education, mentor teachers may register for the teacher mentoring course through SEIE. The College of Education will cover the fees associated with those units. Mentor teachers must request transcripts directly from the Admissions Office and cover any costs associated with that transcript request.

Exhibit E

EARLY CHILDHOOD STUDIES MA Program

The District/Agency agrees to provide supervised field experience for graduate student interns in the Early Childhood Studies Program.

RESPONSIBILITIES OF THE UNIVERSITY

The University shall:

1. Designate in writing a faculty member to coordinate with a designee of District/Agency.

2. Approve the site as appropriate for an MA in ECE student field experience setting.

3. The University will advise the student(s) of their responsibility to:
    a. Participate in all training required by the Learning Site.
    b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
    c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
    d. Adhere to all District/Agency classroom rules and expectations as defined by the School Handbook and/or Written Expectations from the School Director and/or School Principal.
    e. Complete and pay for a Criminal Record Background Check, fingerprinting, and/or tuberculosis test one semester prior to taking EDEC 542.

RESPONSIBILITIES OF THE DISTRICT/AGENCY

The District/Agency shall:

1. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback. In order to be eligible to be a supervisor, the individual must be at the level of Master Teacher, or equivalent, according to criteria included in the State of California Child Development Permit.

2. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check in and how they log their time.

3. Provide adequate access, support and collaboration with the student in order to allow them to complete assigned University coursework related to fieldwork.

4. Provide the University with a written description of the student's tasks and responsibilities prior to student placement. Upon placement, the mentor teacher or school director shall review these tasks and responsibilities with the student to ensure the student understands their tasks, responsibilities and role in the environment.

5. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with children.

6. If applicable, inform the University of the need for a background check, fingerprinting and/or a tuberculosis test; obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.

7. Evaluate the student as requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.

8. Ensure students are not left alone for any amount of time or any reason when working with protected classes of people (i.e., minors, elderly or people living with a disability) and that appropriate supervision is provided.

9. Notify University if placements are to occur in a residential-based business. Should the placement take place or occur in a private residence, ensure that students only enter premises upon invitation from the Owner of Residence.

10. Notify the University prior to placement of a student if meetings or placement tasks are to occur in a personal residence, home, or place of business of any client associated with the Learning Site without the accompaniment of an appropriate Learning Site representative.

11. If driving of Learning Site vehicles is required, Learning Site is solely responsible for validating the student's valid driver license and insurance.

EXHIBIT F
INTERN CREDENTIAL PROGRAM

Purpose:
The purpose of this Agreement is to define the respective roles and responsibilities of the two parties in order to allow District/Agency to extend offers of employment to enrolled students in University's School of Education Credential Intern program established under California law and rules by the California Teachers Commission ("CTC").

Definition of Stakeholders:

1. An individual currently enrolled in a teacher preparation program at the university shall hereafter be referred to as "teacher candidate".

2. A student candidate that has met all of the CTC requirements to qualify for an Intern Credential shall hereafter be referred to as "Intern Eligible".

3. A student candidate that has not met all of the CTC requirements to qualify for an Intern Credential, but is eligible for employment as an educator within a District/Agency by working on a permit (E.g. Provisional Intern Permit [PIP], Short-Term Staff Permit [STSP] Teaching Permit for Statutory Leave (TPSL), etc.) shall hereafter be referred to as "Permitted Candidates (PCS's)".

4. A student candidate that is employed by the District/Agency as the teacher of record and working on an Intern Credential shall hereafter be referred to as "Intern".

5. Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a District/Agency intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code Section 44325 (b).[1]

6. A fully credentialed educator that meets the CTC guidelines for mentorship of an intern, who may be employed by the District/Agency, university, or at another school in the District/Agency, shall hereafter be referred to as "District/Agency Employee Supervisor (DES)".

7. An employee of the University who fulfills the supervisor requirements set forth by the CTC for Interns shall hereafter be referred to as "University Supervisor".

8. An employee of the University that oversees the coordination of the Intern Program to ensure that all CTC requirements are being met, shall hereafter be referred to as "Intern Coordinator". Whereas, Permitted Candidates (PC's) who are hired with a District/Agency will follow the same requirements set forth by the CTC and receive the same level of supervision by the University and mentoring support by the District/Agency as Interns, the Intern Agreement will pertain to all University student candidates who are employed as a teacher of record with the District/Agency.

RESPONSIBILITIES OF THE UNIVERSITY

The University Shall:

1. The University shall vet student's academic eligibility to be an Intern Credential Candidate pursuant to CTC criteria and protocols set forth in both the *Special Education and Single Subject University Site Supervisor and Mentor Teacher Handbook* available at the University website, attached hereto and incorporated hereto by this reference.

2. University will reimburse District/Agency $1500 ($750 per semester of service) to provide stipends to DES who are matched with interns/permitted candidates that fit the CTC's mentoring guidelines. DES must be paired with a candidate within 30 days of hire, or the reimbursement stipend will be prorated based on services rendered.

3. Provide collaborative employer input in the Candidates' development of an Individual Learning Plan (ILP) within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CTC Accreditation. the District/Agency understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.

4. Provide administrative oversight, coordination and compliance in regards to state requirements.

5. Collaborate with District/Agency to identify DES who fulfill the CTC requirements within 30 days of hire of the intern/PC.

6. Provide training for DES that support development of effective coaching and communication skills that align with the CTC guidelines.

7. Provide a University supervisor who will observe and coach the teacher at their District/Agency site twice per semester.

8. Provide training and tracking procedures for Interns/PC's to receive a minimum of 144 hours of support/mentoring and supervision per District/Agency year as outlined in Ed Code 44321.

9. Provide training and tracking procedures for Interns/PC's who enter the program without valid English learner authorization receive an additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.

10. Recommend State approval of the Intern Credential, upon student's satisfactory completion of appropriate requirements.

RESPONSIBILITIES OF THE DISTRICT/AGENCY/AGENCY

The District/Agency shall:

1. The District/Agency shall comply with all State requirements necessary in order to properly offer and subsequently employ as Credential Interns students at the University in accordance with the California Credential Program Intern program established by State law and regulations: Teacher Education Internship Act of 1967 (Cal. Ed. Code 44450-44468, et. Seq.); Education Code 44321; 44325- 44328; and subsequent [2] regulations. Title 5; California Code of Regulations 80033; 80055; et. seq.

2. Provide a flat fee of $3750 to the School of Education for each academic year that the Intern or permitted candidate is employed with the District/Agency. Eligible DES are defined as educators who fit the CTC's mentoring guidelines. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties. Stipends for DES will not be released until District/Agency has paid their invoice.

3. The District/Agency will provide the University with a letter which must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating District/Agency(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.

4. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as District/Agency Employee Supervisors for Candidates. District/Agency Employee Supervisors must demonstrate effective coaching, interpersonal and communication skills and:
    a. Display best practices in providing "just in time" (as needed) and longer-term analysis of teaching practice to help Candidates develop enduring professional skills.
    b. Are committed to attend coaching/DES trainings, meetings and to meet weekly with Candidates;
    c. Display willingness to work collaboratively with SSU faculty and staff;
    d. Embrace a positive attitude and disposition towards students and teaching;
    e. Develop a sustained and thoughtful collegial relationship with Candidates;
    f. Demonstrate leadership skills, curriculum expertise, and knowledge of District/Agency resources;
    g. Serve as a role model for the teaching profession.

5. In accordance with Executive Order N-3-22, the CTC allows programs to count hours that candidates serve as a substitute toward the 600 hours of required clinical experiences, as long as the program ensures that these candidates are receiving adequate support and guidance from their school site supervisor and the program. The University will only allow Permitted Candidates who are hired on temporary permits (STSP, TPSL, etc.) to use assignment hours towards their required clinical experiences if the District/Agency/Agency/Agency agrees to adhere to the guidelines within the University's MOU and follow the requirements of Intern support set forth by the CTC.

6. The District/Agency will employ the intern/permitted candidate for a minimum of 14 weeks in a semester, in the same position(s), for the candidate's hours to be counted towards their field experience. Intern/permitted candidates who accept a temporary assignment (less than 14 weeks) or are hired at a point in the semester where they cannot be employed for a minimum of 16 weeks will not have their position count towards their fieldwork hours. Exceptions will be authorized in writing at the discretion of the Intern Coordinator.

7. Collaborate with the University's intern coordinator to identify and assign a qualified District/Agency Employee Supervisors to each eligible Candidate within 30 days of when the candidate is hired (date of signed contract) who

meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with District/Agency Employee Supervisors who most closely match their teaching assignment, including grade level and subject matter, and their credential. If a District/Agency Employee Supervisor is assigned after the 30-day period, the stipend will be prorated for services rendered.

8. Collaborate with the University's intern coordinator to identify an individual (with an English Language Authorization) to provide Intern/PC with immediate support in planning, instruction, and assessment of English Learners. (This may be the Intern's/PC's assigned DES.)

9. Provide release days for each DES and/or Intern/PC to be used for observations, professional development, and/or program requirements set forth by the CTC.

10. Acknowledge the Intern's /PC's novice status and required attendance in University courses; adjust assignments/schedules accordingly.

11. The District/Agency understands and complies with the mandated guidelines as stipulated in the California Commission on Teacher Credentialing Intern Specific Preconditions, "that interns/PC's do not displace certificated employees in participating District/Agency".

12. Be responsible, as employer, for employed Credential Programs Intern's/PC's salary and benefits, including, but not limited to, workers compensation, and professional and general liability insurance.

13. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision (*however, currently University is not accessing this option for supervision pay)*, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one District/Agency support person. Reference: Education Code Section 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

14. The District/Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District/Agency is familiar with an informed about the Center for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District/Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District/Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time School becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

15. Not assign the Intern/PC duties or professional development/training obligations that interfere with his/her university class schedule or are inappropriate for a beginning teacher.

16. In accordance with the California Commission on Teacher Credentialing Intern Specific Preconditions, by signing this MOU you are affirming that your District/Agency(a) has made considerable attempts to fill open faculty positions

with fully credentialed individuals prior to hiring an SSU Intern/PC, (b) affirms that SSU's Intern Program fills a need in the community to staff hard-to-fill teacher positions with highly qualified individuals, and (c) fully supports a continued partnership with SSU's Teacher Credential Intern program.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

UNIVERSITY	DISTRICT/AGENCY
BY (AUTHORIZED SIGNATURE) DATE 	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Carolyn Faulconer **Contract Analyst, Contracts and Procurement**	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 1801 E. Cotati Avenue Rohnert Park, CA 94928	ADDRESS

Bellevue Union School District

Agenda Item for Board Meeting of April 16, 2024

Agenda Category: Action

Agenda Item Title: Consider Approval of Facility Fee Schedule Revision as related to Policy BP 1300 Community Relations

Prepared By: Michael Kellison, Superintendent

Background:

Current Board Policy 1330 Community Relations: Use of school facilities states:
The Bellevue Union School District Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students.

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds.

This reflects a revision to the Fee Schedule approved by the Board in January 2019 with an increase to staff costs and MPR rental fees.

Recommended Action:
Approval of Fee Schedule

Supporting Documents:
Facilities Use Fee Schedule
Request for Facility Use Application

Bellevue Union School District

Facility Use Fees

The Bellevue Union School District Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students.

Facility	Fair Rental Value	Direct Cost
Classroom	**$50/hour**	**$30/hour**
Library	**$50/hour**	**$30/hour**
Multi-Use/Gym (available tables and chairs included)	**$100/hour**	**$50/hour**
Kitchen**	**$75/hour**	**$50/hour**
Restrooms	**included**	**included**
Athletic Fields/Outdoor Events	**$50/hour**	**$30/hour**
Parking Lot	**included**	**included**
Application fee	**$0**	**$0**
District Personnel Cost*	**$50/hour**	**$50/hour**
Refundable Security Deposit	**$100**	**$100**

All cost is noted per hour unless indicated otherwise
*4-hour minimum on weekends
** Requires BUSD food service staff member present

rv4.16.2024

Bellevue Union School District
3150 Education Dr Santa Rosa, CA 95407
(P) 707-542-5197 (F) 707-542-6127

REQUEST FOR FACILITY USE

APPLICATION MUST BE SUBMITTED TWO WEEKS IN ADVANCE, FAILURE TO COMPLY MAY RESULT IN DENIAL OF APPLICATION

Site(s) requested: □BV □KS □MV □TM	Today's Date_____
Organization:	Applicant Name:
Address/website:	Contact Number:
Event/Activity:	Contact Email:
Start Date/Time:	End Date/Time:
Day(s): □M □T □W □Th □F □Sa □Su	
Briefly Describe Activity:	
Facilities Requested: □MPR □Kitchen □Classroom □Field □Other_____	
Equipment Requested:	Permission to bring the following items onto campus:

Applicant to initial below to indicate items have been read and understood

___BUSD is a tobacco, cannabis and vaping free zone.

School facilities shall not be used for any of the following:

___Any use by an individual or group for the commission of any crime or any act prohibited by law. (Education Code 38136)

___Any use which involves possession, consumption, or sale of alcoholic beverages or any restricted substances on school property.

___The undersigned accepts responsibility for the use and is twenty-five (25) years of age or older. He/she further agrees that the character of entertainment will conform with that stated in the application. He/she agrees to indemnify and save harmless against any and all claims, demands, and causes of action that may be brought against Bellevue Union School District, its officers, agents and employees, caused by, and arising out of, or in any way connected with the use of the undersigned of the School District facilities or the excuse of privilege herein granted.

___ A "Certificate of Insurance" is **required** naming Bellevue Union School District (BUSD) as additionally insured on a Comprehensive General Liability policy of $1,000,000 or more

Applicant Signature *Date*

APPROVAL OF FACILITY USE (to be completed by school site)

The above application □ will □ will not, interfere with the school program □Event/activity has been added to school calendar

Principal Signature *Date*

The above application has been □ Accepted □ Declined(reason) :

Superintendent Signature *Date*

STATEMENT OF CHARGES TO BE INVOICED (to be completed by business services)

Fee: □Received □ Not □ Waived

District Personnel: $_____ ____hours (min 4 hr charge)	District Facility Rental: $_____ ____hours	Field Rental: $_____ ____hours	Fee Total: $_____

CBO Signature *Date*

□ Copy to School □ Copy to Requestor □ Copy to M&O □ Copy to Cafeteria

Terms & Conditions for Use of Facilities

(Please initial all)

___A current “Certificate of Insurance” naming Bellevue Union School District (BUSD) as additionally insured on a comprehensive General Liability Policy of $1,000,000 or more will be provided before our application will be approved

___We agree that any Bellevue Union School District event takes priority over our event and our event/activity can becancelled.

___We agree that our organization, event/activity, cannot begin set up while school and/or afterschool childcare are insession.

___This use will not be for the commission of any crime or any act prohibited by law.

___There will be no possession, consumption or sale of any alcoholic beverage or any restricted substances.

___We agree not to use any school equipment (i.e., PA system, sports equipment, technological devices, etc.) unless specified on page one and agreed to by school site.

___We acknowledge that additional expenses may be invoiced if the facility or field is damaged or trashed. We also acknowledge that leaving the site in this manner may result in a deposit being required for future use or denial of any future applications.

___We agree to the amount of charges to be invoiced on page 1 of this form and if not will contact the Business Office prior to the usage.

___We acknowledge in accordance with Education Code 38134 our organization is liable for any damage to school facilities or for any injury to any person due to our organization's negligence in using school facilities.

__We agree to the terms and conditions in accordance with BUSD Board Policy BP/AR 1330:
https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=36030538&revid=lslshxm9N4peFTeglbDI0woJg==&st=1330&mt=Exact

Additional Terms for Field Usage

(Please initial all)

___We agree not to use any Bellevue Union School District field if there has been rain at any point within 48 hours or if we have been notified not to use the field.

___We agree to follow City Ordinance and not have sound before 9:00 am or after 10:00 pm (see above regarding unauthorized use of PA system)

___We agree not to remove dirt, mow grass, dig holes, spray pesticides or any other maintenance work on the fields. We will contact the school with any needs or concerns regarding the field.

___We will follow all posted rules.

Bellevue Union School District

Agenda Item for Board Meeting

Agenda Category:	Review and Action
Agenda Item Title:	Williams Quarterly Uniform Complaint Report Summary (January 1-March 31)
Prepared By:	Moriah Hart, Executive Assistant

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

Recommended Action:
It is recommended that the Board of Trustees approve the Williams Quarterly Uniform Complaint Report Summary (January 1-March 31)

Supporting Documents:
Williams Quarterly Uniform Complaint Report Summary (January 1-March 31)

Sonoma County
Office of Education

Quarterly Report – *Williams* Uniform Complaints
[Education Code § 35186]

District: Bellevue Union School District

Name & Title of Preparer: Moriah Hart, Executive Assistant

Quarter Reported: (check one)

- ☐ 1st Quarter: July 2023 through September 2023 – Due October 2023
- ☐ 2nd Quarter: October 2023 through December 2023 – Due January 2024
- ☑ 3rd Quarter: January 2024 through March 2024 – Due April 2024
- ☐ 4th Quarter: April 2024 through June 2024 – Due July 2024

Date for information to be reported publicly at governing board meeting: 04/16/2024

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district's written response will be submitted along with this report.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks			
Facility Conditions			
Teacher Vacancy or Misassignment			
TOTAL			

Name & Signature of Superintendent

Date: 02-20-24

Sign and date the report ***after*** it is presented at your board meeting. Please submit the executed report to EES via email at eselim@scoe.org.

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
March Payroll Totals

Manual Payroll	**3/15/2024**	
Certificated		5,325.00
Classified		-
Total		5,325.00
Regular Payroll	**3/29/2024**	
Certificated		988,389.44
Classified		498,050.97
Total		1,486,440.41
Supplemental Payroll	**4/10/2024**	
Certificated		42,004.42
Classified		15,473.03
Total		57,477.45
Total:		1,549,242.86

Checks Dated 03/06/2024 through 04/09/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2015866	03/06/2024	AT & T	01-5911	Open PO CALNET3		115.36
2015867	03/06/2024	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		31.89
2015868	03/06/2024	Kenneth Charles Schwinn	01-5800	Home Study Teaching		2,500.00
2015869	03/06/2024	Marylou Herrera DBA Red Light Learning	01-5803	Translation Services		35.00
2015870	03/06/2024	School Specialty LLC	01-4310	Instructional Binders		224.36
2016609	03/08/2024	RosevilleTermite & Pest Contro l	01-5800	OPEN PO :Pest Management Services		585.00
2016610	03/08/2024	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services	192.09	
			13-5800	OPEN PO: Linen Services CAFE	168.26	360.35
2016611	03/08/2024	Becoming Independent	01-5800	BUSD Shredding Services		80.00
2016612	03/08/2024	Brady Industries NorCAL, LLC	01-4370	M&O: DO Custodial Supplies	309.45	
				M&O: KW Custodial Supplies	4,949.81	
				M&O: MV Custodial Supplies	2,172.55	
				M&O: TM Custodial Supplies	76.47	
			13-4370	OPEN PO for COOKS	118.47	7,626.75
2016613	03/08/2024	AT & T	01-5911	Open PO CALNET3		.09
2016614	03/08/2024	Castino Restaurant Equipment & Supply, Inc.	13-4390	BV: Open PO Food Service Smallware		931.94
2016615	03/08/2024	Clover Stornetta Farms Inc	13-4715	BV- Student Milk	220.82	
				KW- Student Milk	549.50	
				MV- Student Milk	266.50	
				TM- Student Milk	517.50	1,554.32
2016616	03/08/2024	Commerical Van Interiors	01-5800	2021 Van Partition, shelving & Ladder rack		9,507.76
2016617	03/08/2024	Crisp Imaging	01-5840	Scanning		12,791.35
2016618	03/08/2024	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		12.13
2016619	03/08/2024	Grainger	01-4380	Open PO:Maintenance Supplies		165.60
2016620	03/08/2024	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		290.60
2016621	03/08/2024	Interstate Battery System of Northbay	01-4380	Open PO-Intestate Battery		553.50
2016622	03/08/2024	Learning Without Tears	01-4310	Writing Curriculum		3,697.68
2016623	03/08/2024	McGraw-Hill School Education Holdings, LLC	01-4310	TK Math & Language Instruction		8,577.96
2016624	03/08/2024	Pace Supply Corp Cust #02188-00	01-4380	Open PO-Pace Supply		24.93
2016625	03/08/2024	Paradigm Healthcare Services	01-5800	Medi-Cal Billing		1,652.44
2016626	03/08/2024	Pylon Communications LLC	01-5911	OPEN PO: IT: Telephone Service 2023/2024		11,851.33
2016627	03/08/2024	Recology Sonoma Marin	01-5560	KW/ELC- Garage & Recycling		1,309.96
2016628	03/08/2024	Recology Sonoma Marin	01-5560	MV: Garage & Recycling Pick up		2,518.11
2016629	03/08/2024	Recology Sonoma Marin	01-5560	KW/ELC- Garage & Recycling		995.87
2016630	03/08/2024	Recology Sonoma Marin	01-5560	BUS BARN: -Garage		1,388.60

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.

Checks Dated 03/06/2024 through 04/09/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2016631	03/08/2024	Ridgeview Builders Inc	21-6200	MPR & Office Improvements		599,847.69
2016632	03/08/2024	Roberta Jue	01-5100	Speech and Language 2023/2024		6,875.00
2016633	03/08/2024	TTF Solutions, LLC	01-5100	Behavior Services 2023/2024	3,712.00	
				Speech & School Psych Services	6,397.80	10,109.80
2016634	03/08/2024	Total School Solutions	01-5800	Accounting Support		7,250.00
2017287	03/13/2024	Toller, Kimberly C	01-4310	Annual Reimbrsement Completed		300.00
2017288	03/13/2024	Daniele, Rachel Y	01-4310	Annual Reimbursement	139.43	
				Remaining of Annual Reimbursement	37.34	176.77
2017289	03/13/2024	RosevilleTermite & Pest Contro l	01-5800	OPEN PO :Pest Management Services		585.00
2017290	03/13/2024	Aramark Uniform Services	13-5800	OPEN PO: Linen Services CAFE		480.73
2017291	03/13/2024	Brady Industries NorCAL, LLC	01-4370	M&O: MV Custodial Supplies	169.04	
				M&O: TM Custodial Supplies	3.99	173.03
2017292	03/13/2024	Buchanan Food Service	13-4710	OPEN PO :-BV Food SVC	343.43	
				OPEN PO: TM Food for Food Svc	581.67	
				OPEN PO: MV Food for Food Svc	26.25	951.35
2017293	03/13/2024	Clover Stornetta Farms Inc	13-4715	BV- Student Milk	201.00	
				KW- Student Milk	266.50	
				MV- Student Milk	301.00	
				TM- Student Milk	148.50	917.00
2017294	03/13/2024	Coastline Distributors, Inc	13-4710	OPEN PO- TM - Fruit & Vegetable		244.60
2017295	03/13/2024	Commerical Van Interiors	01-5800	2023 Van Shelving		5,571.09
2017296	03/13/2024	Decker Inc Decker Equipment/School Fix	25-5800	Folding Chairs		11,858.26
2017297	03/13/2024	Department Of Justice Accounting Office Cashier Unit	01-5862	Open PO for DO- Fingerprinting		380.00
2017298	03/13/2024	Discovery Office Systems	01-5911	Migration to Online Fax		32.49
2017299	03/13/2024	Gold Star Foods, Inc.	13-4710	OPEN PO MV Food Supply	2,410.98	
				OPEN PO TM Food Supply	2,646.32	5,057.30
2017300	03/13/2024	Literacy Resource LLC	01-5800	Phonemic Awareness		1,700.00
2017301	03/13/2024	McGraw-Hill School Education Holdings, LLC	01-4310	Cursive Instruction	110.68	
			01-5800	Cursive Curriculum	49.02	159.70
2017302	03/13/2024	PG&E	01-5520	Open PO -PG & E 2023/2024		4,000.20
2017303	03/13/2024	Recology Sonoma Marin	01-5560	TM- Garage & Recycling		25.24
2017304	03/13/2024	Revolution Foods PBC	13-5100	Meals 2023/2024		30,049.75
2017305	03/13/2024	RGM Kramer Inc	21-6200	Ball Wall Project	2,420.00	
				Change Order: Additional Service KS & MPR, Office	24,432.00	
				Exterior Freezer Project	315.00	

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.

Checks Dated 03/06/2024 through 04/09/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2017305	03/13/2024	RGM Kramer Inc		Extra Services for Furniture Bid	1,235.00	28,402.00
2017306	03/13/2024	TTF Solutions, LLC	01-5100	Behavior Services 2023/2024	9,280.00	
				Speech & School Psych Services	14,379.90	23,659.90
2017307	03/13/2024	US Bank	01-5800	District Credit Card		3,955.60
2017308	03/13/2024	US Bank Equipment Finance	01-4344	Contract Number : 500-0683047-000		2,546.67
2017309	03/13/2024	Verizon	01-4344	OPEN PO: Support Internet Service		266.07
2018154	03/15/2024	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services	127.93	
			13-5800	OPEN PO: Linen Services CAFE	141.03	268.96
2018155	03/15/2024	Buchanan Food Service	13-4710	OPEN PO :-BV Food SVC		805.47
2018156	03/15/2024	Clover Stornetta Farms Inc	13-4715	KW- Student Milk	333.50	
				TM- Student Milk	400.00	733.50
2018157	03/15/2024	Coastline Distributors, Inc	13-4710	OPEN PO- BV - Fruit & Vegetable	794.00	
				OPEN PO- MV - Fruit & Vegetable	451.20	1,245.20
2018158	03/15/2024	Department Of Justice Accounting Office Cashier Unit	01-5862	Open PO for DO- Fingerprinting		286.00
2018159	03/15/2024	Discovery Office Systems	01-4344	DO: Service Contract all sites 2023/2024		6,400.80
2018160	03/15/2024	Document Tracking Services, LLC	01-4340	DTS Services 2024/2025		3,293.00
2018161	03/15/2024	Gold Star Foods, Inc.	13-4710	OPEN PO BV Food Supply	7,192.51	
				OPEN PO MV Food Supply	2,498.22	9,690.73
2018162	03/15/2024	Greenacre Homes	01-5100	NPS : J.B	4,981.04	
				NPS: M.J	5,307.36	10,288.40
2018163	03/15/2024	Hardware Tech Inc.	01-4380	Open PO- Maint Service all sites		505.00
2018164	03/15/2024	Home Depot USA INC	01-4380	OPEN PO: Maintenance & Supplies		42.24
2018165	03/15/2024	Language People	01-5803	OPEN PO Interpreting services		400.00
2018166	03/15/2024	Lozano Smith, LLP	01-5823	Open PO-Legal Fees 2023/2024		1,522.51
2018167	03/15/2024	Luther Burbank Center	01-5833	Gifaffes Can't dance	63.00	
				Its Okay to be Different Show	63.00	
				Super scientific Circus	63.00	189.00
2018168	03/15/2024	Maria Gabriela Porter	01-5100	Speech Services: Preschool		15,213.45
2018169	03/15/2024	Oriental Trading Company Inc.	01-4310	Student Supplies		171.32
2018170	03/15/2024	PaperDirect	01-4350	Award Folders		167.58
2018171	03/15/2024	Presence Learning Inc	01-5100	Psychological & Speech		20,768.52
2018172	03/15/2024	Redwood Pediatric Therapy Asso	01-5100	Occupational & Physical 2023/2024		19,349.04
2018173	03/15/2024	Ritamary Kesler	01-5800	Consulting Agreement		817.60
2018174	03/15/2024	School Services Of California	01-5200	Leave & Attendance Training		315.00
2018175	03/15/2024	Sonoma County Regional Parks	01-5833	Field Trip : Spring Lake		25.00
2018176	03/15/2024	Aramark Uniform Services	01-4380	OPEN PO: Custodial Linen Services		129.48
2018177	03/15/2024	California's Valued Trust	01-9578	Coverage For March 2024		179,957.05

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.

Checks Dated 03/06/2024 through 04/09/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2018178	03/15/2024	Friedman's Home Improvement	01-4380	Open PO General Dist Maint		18.97
2018179	03/15/2024	Grainger	01-4380	Open PO:Maintenance Supplies		323.52
2018180	03/15/2024	Home Depot USA INC	21-6200	Appliances		1,082.76
2018181	03/15/2024	Ralph's Auto & Truck Services	01-5800	OPEN PO- Districts Truck Services		123.02
2018182	03/15/2024	Roy's Sewer Service Inc	01-5800	OPEN PO: Sewer & Storm		450.00
				Total Number of Checks	**83**	**1,089,541.24**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	67	395,260.88
13	Cafeteria Fund	15	53,089.65
21	Building Fund	3	629,332.45
25	Capital Facilities Fund	1	11,858.26
	Total Number of Checks	**83**	1,089,541.24
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**1,089,541.24**

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
April 16, 2024

8. Consent Calendar

8.1. Surplus of Obsolete Equipment - Technology
8.2. Memorandum of Understanding with Sonoma County Office of Education for Direct Services for Foster Youth
8.3. Contracts
  8.3.1. Gamut Meetings 1 year contract
  8.3.2. Microsoft Subscription Annual Subscription
  8.3.3. Renaissance
  8.3.4. SEIS Integration Contract (For two way SPED data integration to Aeries)
8.4. Board Meeting Minutes
  8.4.1. Regular Board Meeting Minutes March 12, 2024
  8.4.2. Special Board Meeting Minutes March 12, 2024
8.5. 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.

Asset Tag	Serial Number	Model	Type
21982	2C0B573	Dell	ChromeBook
21777	703G473	Dell	ChromeBook
22090	FNXB573	Dell	ChromeBook
9910	7KR7MF2	Dell	ChromeBook
9927	JGR7MF2	Dell	ChromeBook
9440	FCGF2D2	Dell	ChromeBook
9732	71KZKD2	Dell	ChromeBook
9876	48FMLD2	Dell	ChromeBook
9919	5PB7MF2	Dell	ChromeBook
21699	4NHM273	Dell	ChromeBook
8608	lr03ya2l	lenovo	ChromeBook
21703	HPWD473	Dell	ChromeBook
8808	lr0416k9	lenovo	ChromeBook
9715	LR04EL2C	lenovo	ChromeBook
9642	GJHF2D2	Dell	ChromeBook
9642	GJHF2D2	Dell	ChromeBook
9715	lr04el2c	lenovo	ChromeBook
9715	lr0el2c	lenovo	ChromeBook
8444	lr0428w2	lenovo	ChromeBook
8427	lr0428vc	lenovo	ChromeBook
8389	lr028ww	lenovo	ChromeBook
8443	lr0428x0	lenovo	ChromeBook
8440	lr0428vv	lenovo	ChromeBook
8417	lr0428xj	lenovo	ChromeBook
8597	lr03y7wh	lenovo	ChromeBook
7243	NXSHEAA006	acer	ChromeBook
9642	GJHF2D2	lenovo	ChromeBook
	84RZKD2	Dell	ChromeBook
	JTSXKD2	Dell	ChromeBook
	FTC7MF2	Dell	ChromeBook
	1HR7MF2	dell	ChromeBook
	HHHF2D2	dell	ChromeBook
	CJRZKD2	dell	ChromeBook
10191	43RZKD2	dell	ChromeBook
10071	D4RZKD2	dell	ChromeBook
9584	8NFF2D2	dell	ChromeBook
9626	B4JF2D2	dell	ChromeBook
11447	2HR7MF2	dell	ChromeBook

10160	F1RZKD2	dell	ChromeBook
7758	NXSHEAA006	acer	ChromeBook
9449	58CF2D2	dell	ChromeBook
9447	DGCF2D2	dell	ChromeBook
9625	BNHF2D2	dell	ChromeBook
11487	jln44h2	dell	ChromeBook
	5nv6c73	dell	ChromeBook
	99r5c73	dell	ChromeBook
	ghxhc73	dell	ChromeBook
	4v18c73	dell	ChromeBook
	5wxhc73	dell	ChromeBook
	gy5gc73	dell	ChromeBook
	GX5GC73	dell	ChromeBook
	jln44h2	dell	ChromeBook
	8FXB573	dell	ChromeBook
	6JG4273	dell	ChromeBook
	h0d6c73	dell	ChromeBook
	6yssvc3	dell	ChromeBook
	G58B473	dell	ChromeBook
	81KH473	dell	ChromeBook
	GQCF573	dell	ChromeBook
	JDC8473	dell	ChromeBook
	781C473	dell	ChromeBook
	769C573	dell	ChromeBook
	FFD7473	dell	ChromeBook
	8YHP373	dell	ChromeBook
	DSYP373	dell	ChromeBook
	8s7kc73	dell	ChromeBook
	2BRC473	dell	ChromeBook
	4txhc73	dell	ChromeBook
	DS7C473	dell	ChromeBook
	3ZT9573	dell	ChromeBook
	4VR9473	dell	ChromeBook
	7VKD473	dell	ChromeBook
	7pv6c73	dell	ChromeBook
	11chc73	dell	ChromeBook
	db77c73	dell	ChromeBook
	FY18473	dell	ChromeBook
	4KSD473	dell	ChromeBook

	G58C473	dell	ChromeBook
	18lhc73	dell	ChromeBook
	HGY9473	dell	ChromeBook
	fj75c73	dell	ChromeBook
	G1S9573	dell	ChromeBook
	4C3H473	dell	ChromeBook
	43KH473	dell	ChromeBook
	9B1L273	dell	ChromeBook
	7CVR373	dell	ChromeBook
	5mvjc73	dell	ChromeBook
	7107c73	dell	ChromeBook
	dxbhc73	dell	ChromeBook
	j6sfc73	dell	ChromeBook
	7bqgc73	dell	ChromeBook
	230KC73	dell	ChromeBook
	ghf8c73	dell	ChromeBook
	gg5gc73	dell	ChromeBook
	BN5GC73	dell	ChromeBook
	jv18c73	dell	ChromeBook
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	GG64GB3	dell	ChromeBook
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	j65kc73	dell	ChromeBook
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	bxv6c73	dell	ChromeBook
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6831	HY3A91KD435	acer	ChromeBook
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9333	DYTHVK7FDF	Apple	iPad
9331	DYTHVJCYDF	Apple	iPad
9339	DMQHWCHDL	Apple	iPad
9336	DYTHWDZWD	Apple	iPad

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	pd3716270074	Switches	Switches
	pd3715360024	Switches	Switches
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	SG47FLXTBD	HP 2920	Switches
	SG46FLZTQC	HP 2920	Switches
	CN125ZS0DW	HP2610	Switches
	CN124ZQ0B7	HP 2610	Switches
	bvg44h2	Dell	ChromeBook
8434		Lenovo	ChromeBook
	TV	TV	
	sg47flxv73	2920	HP
	cn126zs048	2920	HP
	sg47flztql	2920	HP
7174	NXSHEAA006	acer	ChromeBook
	pad	Asus	tablet
	c1mqt5whg943	Apple	MBP
	XGD45TLHCW	Apple	MBP
	DMPPTB33FK11	Apple	iPad
	DMPQ2CN4FK1	Apple	iPad
9870	6QSXKD2	Dell	ChromeBook
10335	5cd721411y	HP	ChromeBook
10241	gf3l4h2	Dell	Chromebook
	HLFMLD2	Dell	Chromebook
	c02dd11exp3y	Apple	MBP
11218	H4K9J02	Dell	Desktop
11220	C2DNS22	Dell	Desktop
20451	DMRD91ZYMF3M	Apple	iPad
20509	DMPDC57FMF3M	Apple	iPad
11219	H4G9J02	Dell	Desktop
	SG3AFLX0RG	hp	switch
	SG47FLXTBK	hp	switch
	SG82FLXZ4N	Aruba	switch
	SG46FLZTQH	hp	switch
	SG46FLZTQP	hp	switch
20272	C02DD1ERP3YV	Apple	MBP
20212	C02DD1D1P3YV	Apple	MBP
	2L75P22	HP	Server

9656	4MFF2D2	Dell	Chromebook
10175	3KRZKD2	Dell	Chromebook
	26JF2D2	Dell	Chromebook
	B9CF2D2	Dell	Chromebook
11452	2VQZKD2	Dell	Chromebook
10172	DYQZKD2	Dell	Chromebook
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11319	HHRZKD2	Dell	Chromebook
10174	4FR7MF2	Dell	Chromebook
9818	5LRZKD2	Dell	Chromebook
9783	JZQZKD2	Dell	Chromebook
10155	20RZKD2	Dell	Chromebook
9443	3GCF2D2	Dell	Chromebook
9811	GJRZKD2	Dell	Chromebook
9652	H5JF2D2	Dell	Chromebook
9455	GFCF2D2	Dell	Chromebook
9462	6KFF2D2	Dell	Chromebook
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	2DRZKD2	Dell	Chromebook
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	1WC7MF2	Dell	Chromebook
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	CDRZKD2	Dell	Chromebook
	DNB7MF2	Dell	Chromebook
	5PRZKD2	Dell	Chromebook
	2BD7MF2	Dell	Chromebook

Sonoma County
Office of Education

Sonoma County Office of Education and Bellevue Union School District
Memorandum of Understanding for
Direct Services for Foster Youth

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Bellevue Union School District (hereinafter BUSD). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows BUSD to provide Direct Services for Foster Youth.

Scope of Work: Funds shall be used to provide direct services to foster youth, including, but not limited to, transportation, tutoring, mentoring, counseling, and direct interventions addressing reengagement, learning recovery, educational case management or advocacy, postsecondary preparation and matriculation, and the social and emotional needs of pupils in foster care enrolled in kindergarten or grades 1 to 12, inclusive.

Terms: The effective date of this agreement is for the time period of the 23/24 academic school year.

Financial Relationship: $25,000 shall be provided to the School District to be reimbursed for direct services provided to foster youth within the BUSD school district.

Invoice to be provided by BUSD by June 30, 2024. Invoice should be sent to:

Sonoma County Office of Education
Business Services Attn: Suzana Jayani
5340 Skylane Blvd.
Santa Rosa, CA 95403

Termination of Agreement: This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

Amendments: The terms of this agreement shall not be amended in any manner except by written agreement signed by both Parties.

Mutual Indemnification: To the fullest extent permitted by law, shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of BUSD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of BUSD shall defend the same at BUSD's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless BUSD, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of

or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against BUSD for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

Force Majeure: Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

Integration: This Agreement represents the entire understanding of BUSD and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

Governing Law: This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one Party asserts an action relating to or arising out of this Agreement or the breach thereof, that Party will commence the action in the principal place of residence or business of the other Party to this Agreement.

Severability Waiver: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

Insurance Limits: Each Party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars ($1,000,000) for any one person injured or killed, two million dollars ($2,000,000) for injury or death of more than one person, or one million dollars ($1,000,000) for property damage per occurrence.

DK

GM

In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

Bellevue Union School District

Michael Kellison
Michael Kellison (Apr 9, 2024 15:09 PDT)

Apr 9, 2024

Michael Kellison, Superintendent — Date

SONOMA COUNTY OFFICE OF EDUCATION -

Greg Medici (Apr 10, 2024 13:20 PDT)

Apr 10, 2024

Greg Medici, Dept. Superintendent, Business Services — Date

DK

GM

Signature:

Email: dkitamura@scoe.org

Signature: Greg Medici (Feb 13, 2024 17:10 PST)

Email: gmedici@scoe.org

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

ATTACHMENT A

Bellevue Union SD is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms of this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	$2.670 (Existing service)
GAMUT Policy *Plus*	$2,825 (Existing Service)
GAMUT Meetings	$3,500 (New Service)
GAMUT Documents	
GAMUT Communications	

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources. The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provide upon execution of this Agreement.

The CSBA Sample Policy Manual is intended as a resource for school districts and county offices of education for use in developing their own policy manuals and is not intended as a substitute for legal advice nor are they intended for exact replication. The subscriber is wholly responsible for reviewing, editing, and revising sample policy documents for local adoption. CSBA cautions subscribers to seek the advice of legal counsel when confronted with legal questions or situations requiring legal advice. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing Subscriber's specific legal situations. CSBA's samples reflect current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

GAMUT Policy Plus provides subscribers access to a technology platform that enables Subscriber to host Policy Manual. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, upload, and publishing of updated policies on behalf of Subscriber's governing body or any related committee or subcommittee. GAMUT Policy Plus subscribers also have access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual, any updates to the CSBA Sample Policy Manual. Consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Consultation does not include drafting original policy language for the Subscriber. CSBA Policy Manual Consultants do not provide legal advice. Suggestions and advice from CSBA Policy Manual Consultants are not intended to be and is not a substitute for advice from legal counsel. GAMUT Policy Plus who are also clients of CSBA's District and County Office of Education Legal Services (Legal Services) program may, subject to the terms and conditions of their Legal Services agreement, consult Legal Services attorneys for legal advice and custom policy writing. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

GAMUT Meetings provides subscribers access to a technology platform that enables Subscriber to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, uploading and publishing of meeting agendas, minutes, and related documents on behalf of Subscriber's governing body or any related committee or subcommittee.

GAMUT Documents provides a central repository for Subscribers to store important documents on their GAMUT sites and to set permissions to allow specified users to access exactly what they need while keeping sensitive data secure. Users can create folders to classify and manage documents; upload multiple file types, including Word, Excel, PowerPoint, PDF or graphic files; set folder and file permissions for either public or private access; and create folder or file level alerts to be notified when new files are added.

GAMUT Communication adds news, calendar, and resource features to Subscriber's GAMUT website. The News tab allows subscribers to create news types for public or private sharing of information to GAMUT users based on their permission settings. The Calendar tab allows for posting of important dates including meetings, board activities or other events. Calendars can be Public or Private and can be linked to meeting agendas in GAMUT Meetings. Resource links may be used to allow direct, easy access to external sites that are frequently referenced or relevant to the Subscriber's organization.

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee[1]	
On Site Training Fee[2]	
Conversion Fee	

California School Boards Association

Tezeta Stewartz (Mar 27, 2024 08:03 PDT)

Tezeta Stewartz
Senior Director
Policy & Governance Technology Services

Date

Bellevue Union SD

Signature

MICHAEL KELLISON
Printed Name

SUPERINTENDENT
Title

3/27/2024
Date

[1] Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.
[2] On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1795291
Date	06-Feb-2024

Quote

Ship To :

Bellevue Union Elementary School District
3150 EDUCATION DR
SANTA ROSA, CA 95407-2767

Quote Prepared For	
	Bellevue Union Elementary School District
	Phone:
	Email:
Quote Sent By	Michelle Dahmer
	michelle.dahmer@softchoice.com
	Phone: 619-452-1775
	Fax:
Anniversary Date	01-Apr-2024
Authorization Number	67211059
Agreement End Date	31-Mar-2026
Comments	

CAMSA EES | FAC | Yr 2 Annual Order | 12 months | Enr: 67211059
Faculty Offering
Coverage Start Date: April 1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279432	AAA-73004	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	25	Upfront	01-Apr-2024	31-Mar-2025	United States	Subscription	$49.07	$1,226.75
								GROUP TOTAL		$1,226.75

CAMSA EES | STU | Yr 2 Annual Order | 12 months | Enr: 67211059
Student Offering
Coverage Start Date: April 1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279430	AAA-73002	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft (Original)	1604	Upfront	01-Apr-2024	31-Mar-2025	United States	Subscription	$0.00	$0.00
								GROUP TOTAL		$0.00

CAMSA EES | ACP | Yr 2 Annual Order | 12 months | Enr: 67211059
Additional Product Offering
Coverage Start Date: April 1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	25	Upfront	01-Apr-2024	31-Mar-2025	United States	Subscription	$0.00	$0.00
2000279371	9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	24	Upfront	01-Apr-2024	31-Mar-2025	United States	Term License & Maintenance	$5.91	$141.84
								GROUP TOTAL		$141.84

	SUBTOTAL	$1,368.59
	DELIVERY: Ground - 3 to 5 days	$0.00
	State Tax	$0.00
	Local Tax	$0.00
All currency in this quote is in (USD).	**TOTAL**	$1,368.59

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time.
This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found http://www.softchoice.com/softchoice-terms-and-conditions-for-products

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO_es_:signer1}}

US - California Education - Microsoft ESS (CAMSA) -

Please note all products priced in accordance to the CAMSA Microsoft contract.

Cage Code: 3DH15
DUNs: 929022028
TIN: 13-3827773

Renaissance

Subscription Renewal

Quote #: RPRNQ3057849*

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Bellevue Union School District - 371361
3150 Education Drive
Santa Rosa, CA 95407-2767
Contact: Michael Kellison - (707) 542-5197
Email: mkellison@busd.org

Subscription End:	**6/30/2024**
Notice Date:	**04 2024**
Reference ID:	**535920**

Quote Summary	
School Count: 5	
Renaissance Products & Services Total	$20,777.55
Applied Discounts	$(1,252.21)
Sales Tax	$0.00
Grand Total	**USD $19,525.34**

Pricing and discounts are subject to change if alterations are made to this quote.
To receive applicable discounts, all orders included on this quote must be received at the same time.
Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

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

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

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

Renaissance Learning, Inc.	Bellevue Union School District - 371361
Ted Wolf	By:
Name: Ted Wolf	Name: Michael Kellison
Title: VP - Corporate Controller	Title: Superintendent
Date: 4/2/2024	Date: 4/12/24
	Invoice Date:

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

Renaissance

Subscription Renewal

Quote #: RPRNQ3057849*

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

Renaissance

Subscription Renewal

Quote #: RPRNQ3057849*

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renewal Details

Applications

Products & Services	Subscription Period	Quantity	Unit Price	Total
Inspect Plus	07/01/2024 - 06/30/2025	1,485	$2.41	$3,578.85
DnA, Software License	07/01/2024 - 06/30/2025	1,485	$5.36	$7,959.60
Lalilo Subscription	07/01/2024 - 06/30/2025	598	$15.45	$9,239.10
			Applications Subtotal	**$20,777.55**
			Applied Discounts	**$(1,252.21)**
			Applications Total	**USD $19,525.34**

Renaissance

Subscription Renewal

Quote #: RPRNQ3057849*

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renewal Subscription Summary	
Inspect Plus Total	**Quantity**
Bellevue Union School District - 371361	1,485
Inspect Plus Total	**1,485**
DnA, Software License Total	**Quantity**
Bellevue Union School District - 371361	1,485
DnA, Software License Total	**1,485**
Lalilo Subscription Total	**Quantity**
Kawana Elementary School - 285601	150
Bellevue Elementary School - 285654	135
Meadow View Elementary School - 1057477	150
Taylor Mountain Elementary - 2437142	163
Lalilo Subscription Total	**598**

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SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CODESTACK
MEMORANDUM OF CONTRACT

April 9, 2024 - June 30, 2026

PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION COMPONENTS AND SERVICES

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CODESTACK), a county office of education of the state of California, (SJCOE/ CODESTACK) and the Bellevue Union School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/ CODESTACK will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/ CODESTACK will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/ CODESTACK will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/ CODESTACK will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/ CODESTACK will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/ CODESTACK). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/ CODESTACK. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CODESTACK will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CODESTACKs by the client and responded to by CODESTACKs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/ CODESTACK's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/ CODESTACK during the one year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/ CODESTACK setup/configuration cost for the development of all the SEIS/SIS integration components/services in the amount of $4,000. A single invoice will be presented to Bellevue Union School District by CODESTACKs, commencing with the signing of this Contract in the amount of $4,000 (four thousand dollars).

The Client agrees to pay the SJCOE/ CODESTACK annual maintenance fees of $1.50 (one dollar and fifty cents), per student based on the Eligible and Pending Student Count in SEIS as of February 2, 2024. The Client's first annual maintenance fee will be $696.00 (six hundred and ninety-six dollars) based on the count of 464. SJCOE/ CODESTACK will invoice the district for this first annual maintenance fee at the beginning of each Fiscal Year.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract using the most recent Eligible and Pending Student Count in SEIS.

Note: Anything above the standard Integration Services will have a minimum fee of $1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/ CODESTACK and the Client beginning with the Effective Date and terminating 27 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/ CODESTACK or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/ CODESTACK shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRANTY DISCLAIMER

SJCOE/CODESTACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CODESTACK ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CODESTACK. CLIENT AGREES THAT SJCOE/CODESTACK SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10.0 INDEMNIFICATION

SJCOE/ CODESTACK agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/ CODESTACK.

The Client agrees to indemnify, defend and hold harmless SJCOE/ CODESTACK for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

_____ _____

Johnny Arguelles, Division Director — Date
CodeStack
San Joaquin County Office of Education

_____ _____

Michael Kellison — Date
Bellevue Union School District

BUSD March 12, 2024 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 5:30 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. Public Employment Performance Evaluation §54957
     Title: Superintendent
   - 2.1.2. Public Employee Discipline/Dismissal/Release § 54957
   - 2.1.3. Conference With Labor Negotiator §54957.6
     Agency Designated Representative: Michael Kellison, Superintendent
     Employee Organization: Bellevue Education Association (BEA), Classified School Employees Association (CSEA) Chapter 501, Unrepresented Employees
   - 2.1.4. Conference With Legal Counsel – Existing Litigation (Gov. Code §54956.9(d)(1))
     DE v. Bellevue Union School District; Sonoma Superior Court, Case No. SCV-269166
     LT v. Bellevue Union School District; Sonoma Superior Court, Case No. SCV-269516

3. Reconvene to Open Session 6:34 P.M.

   3.1. Flag Salute: Jean Walker led the flag salute.

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

   Members Absent: None

   Late Arrivals: None

   Early Departures: None

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

   Others Present: See Sign in

   3.2. Report on Closed Session: NA

3.3. Consider Agenda Adjustment: NA

3.4. Public Comment: NA

4. Information

4.1. FY 2023-24 Second Interim Financial Report and Budget Transfers, Chris J. Kim, Ed.D., Chief Business Official
4.2. Budget Advisory Committee Proposal, Michael Kellison, Superintendent

5. Action

5.1. On a motion by Jamie Padilla, second by Irene Rosario, the Board approved the Tentative Agreement Between Bellevue Union School District (BUSD) and Bellevue Education Association (BEA)

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.2. On a motion by Irene Rosario, second by Jamie Padilla, the Board approved the FY 2023-24 AB1200 Disclosure as Required by Government Code Section 3547.5 and the California Code of Regulations Title V, Section 15449 for the Bellevue Education Association (BEA)

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.3. On a motion by Nikigiovonie Rogers, second by Lisa Reyes, the Board approved the FY 2023-24 AB1200 Disclosure as Required by Government Code Section 3547.5 and the California Code of Regulations Title V, Section 15449 for the Classified School Employees Association (CSEA)

Action: Approved

Vote	5	Ayes
	0	Noes

	0	Absent

5.4. On a motion by Jamie Padilla, second by Irene Rosario, the Board approved the Revised Salary Schedules for FY 2023-24 and FY 2024-25: Certificated

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.5. On a motion by Irene Rosario, second by Nikigiovonie Rogers, the Board approved the Salary Schedules for FY 2023-24 and FY 2024-25: Classified

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.6. On a motion by Lisa Reyes, and a second by Jamie Padilla, the Board approved the Updated Chief Business Official Job Description

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.7. On a motion by Jamie Padilla, and a second by Lisa Reyes, the Board approved the FY 2023-24 Second Interim Financial Report and Budget Transfers

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.8. On a motion by Irene Rosario, and a second by Lisa Reyes, the Board approved the Bellevue Union School District Transportation Plan for FY 2023-24

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

5.9. Ratification of Bills and Warrants

Payroll Totals

Manual Payroll 02/26/2024

Certificated	0
Classified	0
	0

Regular Payroll 02/29/2024

Certificated	915,816.63
Classified	462,227.74
Total	1,378,044.37

Supplemental Payroll 3/8/2024

Certificated	75,600.50
Classified	20,039.61
	95,640.11

Total: 1,473,684.48

Accounts Payable Totals:

Fund Description	Expensed Amount
01 General Fund	331,418.77
12 Child Development Fund	119,950.40
13 Cafeteria Fund	32,314.71
21 Building Fund	12,243.22
25 Capital Facilities Fund	1,640.00
Total Payables	$497,567.10

On a motion by Lisa Reyes, second by Irene Rosario, the Board ratified the Bills and Warrants.

Action: Approved

Vote	5	Ayes

	0	Noes
	0	Absent

6. Consent Calendar

6.1. Board Meeting Minutes
- 6.1.1. Special Board Minutes February 28, 2024
- 6.1.2. Regular Board Minutes February 20, 2024
- 6.1.3. Special Board Minutes February 20, 2024

6.2. Board Personnel Transaction Form
- 6.2.1. 2024-25 Job Shares
- 6.2.2. Seniority Lists for CSEA Chapter 501 and Bellevue Education Association (BEA)

On a motion by Jamie Padilla, second by Lisa Reyes , the Board approved the Consent calendar

Action: Approved

Vote	5	Ayes
	0	Noes
	0	Absent

7. Reports

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

7.2. Bellevue Education Association
Becky Hansen, BEA co-president, shared:

Good evening members of the board and Superintendent Kellison,

We hope you are doing well! We know this time has been stressful for everyone and we want to thank you for your commitment to BUSD. We also want to thank you for allowing BEA to be part of this very difficult process. And lastly, we thank you for approving the tentative agreement between BEA and the district.

With all the craziness going on, the one consistent is our students. They show up every day with smiles on their faces (most of them), ready to learn and reminding us why we signed up for this profession. Second trimester assessments have been completed, report cards are stuffed and ready to go, and we are counting down the days to Spring break. Some of us have started ELPAC assessments and we will soon begin test prep and end of the year projects. We also have our

Spring marimba concerts coming up so be on the lookout for your invitation. I think you'll be impressed! Promotion will be here before we know it.

Thank you and we'll see you next month!

7.3. Principal Reports

Bellevue Principal, Nina Craig, shared:

Good Evening Members of the Board and Superintendent Kellison

Spring has definitely sprung at all of our sites. Although the weather has been dreary these past few days, students are getting lively and ready for a little break ;-)

~175 students are registered to attend the Spring break camp at TM next week! Cal Serves has organized the week's activities which include a Tk and Kinder Field trip to Sausalitos children's museum and 1st-6th graders choose 2 hours a day magic, acting, or survival skills.

We are happy to report that Yoga sessions, funded through the T-SEL grant, have started or will start soon for 2nd - 4th students. During the 6-week session, students will learn everything from breathing techniques, yoga poses, practicing what it means to have a strong body and a strong mind or a calm body and a calm mind. So far both students and staff have been enjoying the classes.

Boys and co-ed basketball teams had their end of season tournament last week. We are thrilled to announce that MeadowView won first place out of the entire league! This is the first time since 1984 that a district team has won first place. The game came down to the last second with the winning shot and all of the BUSD schools were cheering on MV during the game….we are so proud of the team and Coach Tolks.

Girls on the Run has started up at some sites and Girls Bball is underway as well.

All of our sites are wrapping up ELPAC testing in grades 3-6 this week and nearing the end in K-2. Thanks to a group effort of site TOSA's, classroom teachers, and our outside testers.

All sites are in the process of gathering staff input towards the district's LCAP goals and will have that compiled by early April.

We all continue to work on the Cal Fire Greening School Yards planning grant. Input was gathered from site committees, student drawings, and a parent survey by Bay Tree Designs. Using this input, they drafted what we are calling the Dream Draft of our hopefully someday school yards. These drafts include outdoor classrooms, the planting of many trees, dry creek bed,

sensory gardens, fairy huts, and more. Next steps are to determine projected costs to see if we need to scale anything back before submitting for the funding grant.

Trimester two ended and student report Cards go home Friday. Sites are honoring and recognizing student progress, attendance, and more.

We again, wanted to take a moment to recognize the difficult process the district is going through and appreciate the thoughtfulness that you all have taken and are taking as you make tough decisions.

7.4. Board Reports/Board Items
7.4.1. Correspondence

Jamie Padilla: I hope everyone can have a restful spring break. We are so appreciative of you.

Irene Rosario: We appreciate everyone. Everyone works so hard to make the district work. Thank you.

Nikigiovonie Rogers: Wishing everyone thoughts of peace for spring break.

Adele Walker: Happy Spring Break to everyone. I would like to address some comments people made regarding the recent decisions in response to the district budget. To be honest, at times the Board felt attacked and comments implied we were not forthcoming. Some comments were unfounded and directed towards specific members of the BUSD administration. I would like to remind everyone that we're supposed to be a team. It is never pleasant when we have to make cuts. It's been difficult for the Board and it's even more difficult to vote for a raise at the same time jobs are being cut; when we're cutting great people. I understand that people want to keep the cuts from the classroom and focus on the administration first, however we can't cut the entire district office staff. Our admin team took most of the cuts this first round. I've been in a lot of district offices now and our office is a very lean office in comparison. I was very disappointed and hope that we can work together to get through this crisis.

7.5. Superintendent Report
7.5.1. Enrollment Update
7.5.2. COOL School Updates

Superintendent's Report

The past few weeks have been highly emotional and filled with challenging problems coupled with difficult decisions. When facing a budgetary deficit at the scale we are encountering, it can be overwhelming.

And yet, here we are. The need to address our budget imbalance is here and we must take action now to ensure the long term health of our district. I too am overwhelmed by what is transpiring, and I am hurt by the thought that some of our talented staff will not be with us next year. In spite of these feelings, I choose to move forward.

I move forward because I believe in the power of our community to do what is best for our students, for our staff and for our families.
I move forward because I cannot change the past, but I can affect the future.
I move forward because I embrace new challenges and see this as a defining moment in which we have an opportunity to identify and hold sacred what makes our district unique and special.

I acknowledge the need for increased communication regarding this topic, and I will be actively recruiting members of our community to participate in idea generation as to how we can balance our budget over the next year. I am committed to this difficult work because I believe in this district and the ability of our students and staff. In preparation for the work that lies ahead, I ask our community to remember our theme for the year. "Juntos/Together" By working together, we will find solutions that will allow us to continue to operate and succeed.

Current Projects:

- The Kawana Springs MPR and Office project is nearing completion. We have set a date for the grand opening of the building. We will have an official ribbon cutting ceremony on Wednesday, March 27th at 5:00 pm in the front of the campus followed by music and pozole courtesy of the Kawana Springs parents. This project has been an incredible undertaking and we cannot wait to open the facility for our students and community.
- The annual board of trustees site visits continue with visits to Taylor Mountain last February and a tour of Kawana Springs today. These visits are extremely valuable and we enjoy spending time on each of the school campuses. Our final visit will be to Meadow View in April.

State of the District

- **Enrollment for the 2024-2025 School Year:** Enrollment for the upcoming school year is ongoing and we are welcoming new families to our schools daily. We want more to join us for next year and will continue efforts to get the word out to our community.
- **Spring Break Program:** This year, the District is offering a week-long Spring Break program. The District and Cool School are partnering with California Adventure Camps to provide students with a variety of engaging activities throughout the week.

In closing, students and staff will be on Spring Break the week of March 18-22 with a return to school date on March 25. We wish everyone a relaxing week off.

I would like to close tonight's meeting with an expression of appreciation and gratitude for Chris Kim. After six years of service to the District, Chris has decided to seek other opportunities outside of K-12 public education. While saddened by this news for the District, I am excited for Chris and want to acknowledge his many accomplishments and contributions to the District during his tenure. We will quickly begin the process of recruiting for this vacancy with the official posting going out tomorrow. While we will never be able to find someone quite like Chris, we will do our best to recruit a highly qualified and capable replacement.

With great pride.
Submitted by: Michael Kellison, Superintendent

8. Planning

April 16, 2024	Special Board Meeting: Facilities Tour	1:45pm	**Meadow View ES** 2665 Dutton Meadow
April 16, 2024	Regular Board Meeting	5:30pm	**BUSD District Office** 3150 Education Drive

9. Return to Closed session 7:40pm

10. Board Meeting Adjournment Time: 8:33 pm

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature:_____ Date: _____

Bellevue Union School District
Board Meeting
Tuesday March 12, 2024
Sign-in Sheet

	Name	School Site/Community Member
1	Stacy Specht	DO/HR
2	Margaret Jacobson	TM
3	Bill Jeres	DO/M&O
4	Denise McCullough	KS
5	Suzanne Bethel	MV
6	Ashley Bridges	BV
7	Nina Craig	BV
8	Jean Walker	MV
9	Becky Hanson	~~BEA~~ BEA
10	Julie McMurtrie	BEA
11	Anahi Partida	KS
12		
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22		

BUSD March 12, 2024 Special Board Meeting Minutes

1. Open Session 1:45 P.M.

   The Special Board Meeting of the Bellevue Union School District Board of Trustees was called to order at 1:47 pm by Adele Walker, Trustee, in person at the Kawana Springs Elementary School, New Office Complex, Teacher Training Room, 2121 Moraga Dr

   1.1. Call To Order — 1:47 P.M.

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

   Members Absent: None

   Late Arrivals: None

   Early Departures: None

   District Office Staff Present: Michael Kellison, Bill Jereb

   Others Present: Denise McCullough, Alanya Navarro Blake

2. Information

   2.1. School Facility Tour (Kawana Springs ES)

3. Planning

March 12, 2024	Regular Board Meeting	5:30 pm	**BUSD District Office** 3150 Education Drive

4. Open Session Adjournment Time: 2:59 pm

_____

Respectfully Submitted,

By Michael Kellison
Secretary to the Board and
District Superintendent

Board Signature:_____ Date: _____

Bellevue Union Elementary School District
BOARD PERSONNEL TRANSACTIONS
Julyu 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																		
New Hire	3/14/2024	Gonzalez Aguilera	Janet	2909							MEAD	141	Student Supervision	0.5	4	Prob	0.5	
New Hire	3/25/2024	Rabadan Munoz	Isabel	2911							ELC	576	SDC IA	0.625	5	Prob	0.62500	
Reduction in Hours	8/1/2024	Valdovinos	Evelia	2228	KAWA	295	RSP/Supervision	0.75	6	Perm	KAWA	295	Student Supervision	0.5	4	Perm	0.5	
Rehire	4/3/2024	Atkinson	Xyth	2706							ELC	491	SDC IA	0.625	5	Perm	0.625	
Resignation	3/29/2024	Cazares Angulo	Noemi	2856	ELC	491	SDC IA	0.625	5	Perm								
Resignation	4/12/2024	Duarte	Reinel	2574	DO	193	Groundskeeper	1	8	Perm								
Resignation	4/5/2024	Hueramo	Lilia	2676	BELL	245	RSP IA	0.625	5	Perm								
Termination	2/20/2024	Ortiz	Taylor	2866	ELC	480	SDC IA	0.625	5	Prob								
Transfer	8/1/24	Aguilar	Natalia	2807	LC	564	Family Engagement Facilitator	1	8	Perm	TMNT	124	Office Manager	1	8	Prob	1	
CERTIFICATED																		
New Hire																		
New Hire																		
New Hire																		
Resignation	6/7/2024	Valladolid	Vincent	1877	TMNT	105	Mild/Mod SDC	1	7	Prob 0								
Transfer																		

BELLEVUE UNION SCHOOL DISTRICT

Current (TOTAL) Enrollment Including ALL TK Enrollment + Home Study Program

School	August	September	October	November	December	January	February	March	April	May	June
Bellevue	395	409	407	404	403	402	405	409	414		
Kawana	327	318	316	322	320	322	323	328	326		
Meadow View	414	420	424	423	421	421	423	426	430		
Taylor Mountain	451	463	456	460	463	462	467	465	463		
Total Enrollment	**1587**	**1610**	**1603**	**1609**	**1607**	**1607**	**1618**	**1628**	**1633**	**0**	**0**

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

School	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25
District	1769	1802	1753	1691	1616	1596	1539	1486	1536	1603	0
Charter	71	94	145	144	0	0	0	0	0	0	0
Total Enrollment	**1840**	**1896**	**1898**	**1835**	**1616**	**1596**	**1539**	**1486**	**1536**	**1603**	**TBD**

Attendance (P2, Average Attendance over 8 Months) Reported in the Month of April. Inlcudes Regular and Special Day Programs.

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	375	
Kawana	388	381	365	337	337	322	321	253	267	283	
Meadow View	397	409	425	437	406	382	353	340	375	387	
Taylor Mountain	502	503	483	456	413	415	381	352	392	407	
Independent Study	0	0	0	0	0	0	0	19	0	0	
District Attendance	**1690**	**1699**	**1664**	**1597**	**1543**	**1517**	**1430**	**1300**	**1392**	**1452**	**TBD**
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: 4/11/24

COOL School Staffing – March 2024 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 March 2024.

** 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: 122***
• 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: 129***
• 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: 144***
• 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: 125***
• 8 Classes Total (2 TK/K classes, 1st grade, 2nd grade, 3rd grade, 4thgrade, 5th grade & 6th grade) o *No additional staff members hired / classes opened this month*	

Total COOL School Classroom Leaders: 34	*Total Students Enrolled in COOL School: 520*

Prepared by: Melissa Moore, NCOE / COOL School Program Manager, 707-260-4286

BELLEVUE COOL SCHOOL NEWSLETTER

March 2024







Our first graders have been working hard on their "Women's History" project! Disney Pixar Club was a huge success. Our 4th, 5th, and 6th graders have been practicing hard for COOL sports basketball, and everyone is getting excited for the Olympic games with Taylor Mountain!

Important Dates

Wed, April 3rd -COOL sports @ Taylor Mountain

Wed, April 10th - Olympics @BV

Friday, April 12th - NO SCHOOL

Monday, April 15th - NO SCHOOL

Wed, April 24th - EARLY RELEASE (2:40 pickup)

newsletter MARCH



LOVE FROM
COOL SCHOOL TEAM <3

The month of March was full of experiencing different cultures...
Students have been actively engaged in various activities, from researching important historical events to exploring traditional foods and customs. They have also been working on improving their skills performing and public speaking through these projects.

KAWANA COOL SCHOOL



CHECK OUT OUR FACEBOOK PAGE!



EVENTS/UPCOMING DATES

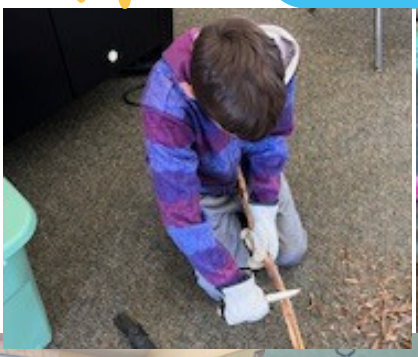
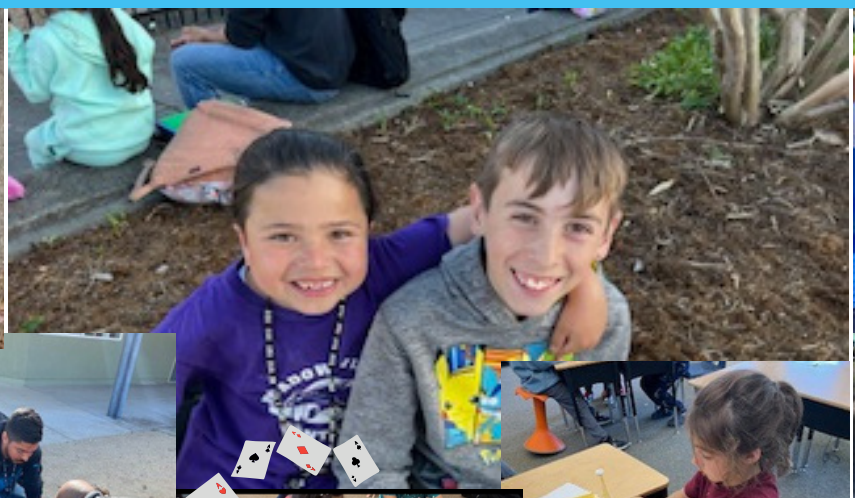
What is coming up in COOL School?

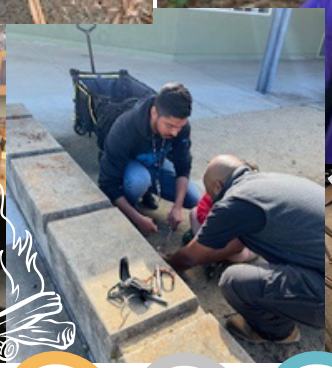
- Early Release April 24th
- Safari Encounter's coming to COOL School 4/10!
- Olympics @MV April 17th
- Basketball COOL Sport April 3rd
- No school April 1st, 12th, 15th

MARCH '24

COOL SCHOOL NEWSLETTER

COOL School
Creating Outstanding Opportunities for Learning




IMPORTANT DATES

- 4/1 No School
- 4/3 COOL Sports @ Taylor Mountain @ 1:30-4:30
- 4/12 No School
- 4/15 No School
- 4/24 COOL School Early Release @ 3pm

3rd grade cooking some culinary treats



Olympics Training



(707)327-7301
2665 Dutton Meadow Portable 4
CalServes COOL School Meadow View

Taylor Mountain

COOL SCHOOL NEWSLETTER

March 2024







MARCH RECAP

In the month of March, students and staff focused on learning about various countries. Each grade gave incredible performances at Multicultural Night! Thank you to all who showed up to support this event. Students learned chess and got to moving at Zumba. 6th grade students learned all about energy with Mr. Science and 4th grade got to cooking with Little Monster's Culinary. Additionally, students practiced for the upcoming Olympic games against Bellevue Elementary.

UPCOMING EVENTS

No School - **April 1st**
COOl Sports Basketball - **April 3rd** @ TM
Olympics - **April 10th** @ Bellevue Elementary
No School - **April 12th**
No School - **April 15th**
Early Release (3pm) - **April 24th**
Hawk Fest - **April 26th**