



**BELLEVUE
UNION**
SCHOOL DISTRICT

N O T I C E

SPECIAL BOARD MEETING OF THE BELLEVUE UNION SCHOOL

DISTRICT BOARD OF TRUSTEES WILL BE HELD ON Tuesday

August 4, CLOSED SESSION AT 5:30PM

**VIDEO TELECONFERENCE STREAMED VIA YOUTUBE LIVE ON THE
BUSD HOMEPAGE HOSTED BY BELLEVUE UNION SCHOOL DISTRICT
3150**

EDUCATION DRIVE SANTA ROSA, CA 95407

DATED: July 31, 2020

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

POSTED: July 31, 2020

BELLEVUE UNION SCHOOL DISTRICT
Special Board Meeting
Video Teleconference Streamed Via YouTube Live on the BUSD Homepage
Hosted by Bellevue Union School District
Tuesday August 4, 2020

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

AGENDA

1. Open Session 5:30 pm
 - 1.1. Call To Order
 - 1.2. Public Comment on Closed Session Agenda

The Public is invited to address the Board regarding items that are on the Closed Session Agenda. Speakers are limited to 3 minutes each. 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.

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

2. Adjourn To Closed Session
 - 2.1. Closed Session Agenda
 - 2.1.1. Public Employment § 54957

3. Reconvene to Open Session 6:00pm

3.1 Flag Salute

3.2 Report on Closed Session

3.3 Consider Agenda Adjustment

3.4 Public Comment

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

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

4. Information

5. Action Items

- 5.1. Consider Approval of 2020-21 Reopening Plan
- 5.2. Consider Approval of Resolution No 2: Declaring Instructional Method for 2020-2021 School Year
- 5.3. Consider Approval of 2020-21 MOU with CalSERVES regarding After School Programs
- 5.4. Consider Approval of 2020-21 MOU with CalSERVES regarding Counseling Services
- 5.5. Consider Approval of 2020-21 MOU with CalSERVES regarding Americorp Mentors
- 5.6. Consider Approval of 2020-21 Revised Certificated Calendar

6. Planning

August 11, 2020	Special Board Meeting	5:30pm	To be live streamed on the District's YouTube Page on the District's Homepage: www.busd.org
August 18, 2020	Regular Board Meeting	5:30 pm	To be live streamed on the District's YouTube Page on the District's Homepage: www.busd.org

Notice

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

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

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

Bellevue Union School District

Agenda Item for Board Meeting of August 4, 2020

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of 2020 Return to School Plan

Prepared By: David Alexander, Ed.D., Superintendent

Background:

On July 21, 2020, with the input from our school district stakeholders, our leadership team presented to the Bellevue Union School District Board a draft of the 2020 Return to School Plan. This plan represents our school community's desire to provide a quality education during the COVID-19 pandemic, while addressing the health and safety of our students, staff and school community

Minor revisions were incorporated in the final draft.

Recommended Action:

It is recommended that the Board of Trustees approve the 2020 Return to School Plan

Supporting Documents: 2020 Return to School Plan - Under Separate Cover

Bellevue Union School District

Agenda Item for Board Meeting of August 4

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of Resolution No 2: Declaring Instructional Method for 2020-2021 School Year

Prepared By: David Alexander, Ed.D., Superintendent

Background:

Senate Bill 98 (“SB 98”), signed by the Governor on June 29, 2020, addresses the ability of Local Educational Agencies (“LEAs”) to offer distance learning in the 2020-2021 school year under either of the following circumstances: (A) On a local educational agency or school-wide level as a result of an order or guidance from a state public health officer or a local public health officers. (B) For pupils who are medically fragile or would be put at risk by in-person instruction, who are self-quarantining because of exposure to COVID-19.

On June 26, 2020, both the State Senate and Assembly issued letters to the Senate Journal for the purpose of clarifying the intent of SB 98, as it relates to distance learning (“Clarifying Letters”). The letters state Section 34 of SB 98 was intended to provide LEAs with flexibility in determining how K-12 instruction would be provided to meet the needs of students, families and the community during the COVID-19 pandemic such that LEAs would have discretion to adopt a distance learning, hybrid, or mixed-delivery instructional model.

Both the State Senate and Assembly acknowledged in the Clarifying Letters that while the intent of the Legislature was for LEAs to offer in-person instruction in the 2020-2021 school year to the greatest extent possible, Education Code Section 43503(a)(2)(A) was not intended to require an LEA to seek out or receive approval from a state or local public health officer prior to adopting a distance learning model, but to simply consult and collaborate with state or local public health officials in making this determination. The Clarifying Letters also stated that it was not the Legislature’s intention to prevent an LEA from adopting a distance learning, hybrid or mixed-delivery instructional model to ensure safety, but rather to give LEAs flexibility to determine what instructional model the LEA will adopt during the COVID-19 pandemic, taking into account the needs of their students and staff, and their available infrastructure, provided the model adheres to an applicable state or local public health order or guidance.

The June 12, 2020, Sonoma County Roadmap to Reopening Schools incorporates the state and local public health guidance that Sonoma County LEAs must follow.

At this time in-person direct instruction cannot be provided in compliance with the Sonoma County Roadmap to Reopening Schools.

Resolution No 2: Declaring Instructional Method for 2020-2021 School Year proclaims the Bellevue Union School District will be offering the following instructional methods during the 2020-2021 school year:

Distance Academy

A/B Hybrid Model (when deemed appropriate)

Blended Model (when deemed appropriate)

Traditional School Model (when deemed appropriate)

Recommended Action:

It is recommended that the Board of Trustees approve Resolution No 2: Declaring Instructional Method for 2020-2021 School Year

Supporting Documents:

Resolution No 2: Declaring Instructional Method for 2020-2021 School Year

Bellevue Union School District

Resolution Declaring Instructional Method for 2020-2021 School Year

Resolution No. 2

WHEREAS, Section 34 of Senate Bill 98 (“SB 98”), signed by the Governor on June 29, 2020, addresses the ability of Local Educational Agencies (“LEAs”) to offer distance learning in the 2020-2021 school year; and

WHEREAS, Education Code Section 43503 subparagraph (2) of subdivision (a) was added by SB 98 to allow LEAs to offer distance learning under either of the following circumstances:

“(A) On a local educational agency or school-wide level as a result of an order or guidance from a state public health officer or a local public health officers.

(B) For pupils who are medically fragile or would be put at risk by in-person instruction, who are self-quarantining because of exposure to COVID-19.”; and

WHEREAS, on June 26, 2020, both the State Senate and Assembly issued letters to the Senate Journal for the purpose of clarifying the intent of SB 98, as it relates to distance learning (“Clarifying Letters”); and

WHEREAS, the Clarifying Letters state that Section 34 of SB 98 was intended to provide LEAs with flexibility in determining how K-12 instruction would be provided to meet the needs of students, families and the community during the COVID-19 pandemic such that LEAs would have discretion to adopt a distance learning, hybrid, or mixed-delivery instructional model; and

WHEREAS, both the State Senate and Assembly acknowledged in the Clarifying Letters that while the intent of the Legislature was for LEAs to offer in-person instruction in the 2020-2021 school year to the greatest extent possible, Education Code Section 43503(a)(2)(A) was not intended to require an LEA to seek out or receive approval from a state or local public health officer prior to adopting a distance learning model, but to simply consult and collaborate with state or local public health officials in making this determination; and

WHEREAS, the Clarifying Letters also stated that it was not the Legislature’s intention to prevent an LEA from adopting a distance learning, hybrid or mixed-delivery instructional model to ensure safety, but rather to give LEAs flexibility to determine what instructional model the LEA will adopt during the COVID-19 pandemic, taking into account the needs of their students

and staff, and their available infrastructure, provided the model adheres to an applicable state or local public health order or guidance; and

WHEREAS, the June 12, 2020, Sonoma County Roadmap to Reopening Schools incorporates the state and local public health guidance that Sonoma County LEAs must follow; and

WHEREAS, the Governing Board of the Bellevue Union School District (“District”) has reviewed the Sonoma County Roadmap to Reopening Schools in determining which instructional model best meets the needs of the District, its students and staff, in light of the District’s available infrastructure and safety concerns.

NOW THEREFORE, BE IT RESOLVED THAT, the Governing Board of the Bellevue School District has determined that at this time in-person direct instruction cannot be provided in compliance with the Sonoma County Roadmap to Reopening Schools.

BE IT FURTHER RESOLVED THAT, the Governing Board of the Bellevue Union School District has determined that in-person direct instruction will not be offered as an available instructional model from Monday, August 17, 2020 until January 5, 2021 unless otherwise deemed safe to return to school sites for our specific school community.

BE IT FURTHER RESOLVED THAT, the Governing Board of the Bellevue Union School District will be offering the following instructional methods during the 2020-2021 school year:

Distance Academy

A/B Hybrid Model (when deemed appropriate)

Blended Model (when deemed appropriate)

Traditional School Model (when deemed appropriate)

PASSED AND ADOPTED by the Governing Board of the Bellevue Union School District as its meeting on the 4th day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adele Walker

Clerk, Governing Board

Bellevue Union School District

Bellevue Union School District

Agenda Item for Board Meeting of August 4, 2020

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of 2020 MOU with CalSERVES regarding After School Programs

Prepared By: Chris J. Kim, CBO

Background:

The CalSERVES program will recruit, screen, enroll, orient, and train After School Classroom Leaders to work with students in the COOL School after school program at Bellevue, Kawana, Meadow View, and Taylor Mountain. CalSERVES will ensure proper staffing to meet and maintain the ADA (average daily attendance) of approximately 84 students per school site. A full time Site Supervisor (1 at each elementary school) will be responsible for the effective implementation of both programs.

This Memorandum of Understanding shall be in effect from July 1, 2020 - June 30, 2021.

Cost:

\$534,808.31 to be invoiced on a quarterly basis.

Recommended Action:

Review and approve.

Supporting Documents:

2019-20 MOU with CalSERVES

BELLEVUE MEMORANDUM OF UNDERSTANDING 7/01/20-6/30/21

This is a Memorandum of Understanding between the CalSERVES program at Napa County Office of Education (NCOE) and the Bellevue Union School District. The Bellevue Union School District will receive funds from the After School Education and Safety Program to support the CalSERVES programs. A copy of related prime awards will be sent to NCOE immediately upon execution.

It is expressly understood and agreed by NCOE and the Bellevue Union School District as follows:

- I. **Purpose:** The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the CALSERVES programs.
- II. **Term:** The total funding provided by this MOU is **\$534,808.31**. This Memorandum of Understanding shall be in effect from July 1, 2020 - June 30, 2021. This term may be adjusted by mutual consent of both parties by execution of a written amendment to the MOU, or if ASES funding is terminated by the State of California. Either party may terminate this agreement, by providing written notice to the other party at least 60 days prior to the desired date of termination. If contract is terminated, the contractor will be paid for all work completed.
- III. **Goals of the Program:** The goals of the CalSERVES programs are...
 - Goal One:** To train staff to effectively support and manage a daily classroom of students, following a structured daily schedule.
 - Goal Two:** To provide a physically and emotionally safe environment for students during after school hours.
 - Goal Three:** To engage students daily in a variety of activities including homework support, physical education, SEL learning, and STEAM activities.
 - Goal Four:** To show school and parent support and effectiveness via annual / bi-annual surveys.
- IV. **Description of Services:** The CalSERVES program will recruit, screen, enroll, orient, and train After School Classroom Leaders to work with students in the COOL School after school program at Bellevue, Kawana, Meadow View, and Taylor Mountain. CalSERVES will ensure proper staffing to meet and maintain the ADA (average daily attendance) of approximately 84 students per school site. A full time Site Supervisor (1 at each elementary school) will be responsible for the effective implementation of both programs.
 - * Due to the COVID 19 pandemic and the modified school structure for the 20-21 school year, the COOL School program may be altered for this year, including staffing structure, program duration, and number of students served. The program will work closely with the district to maintain appropriate safety measures. Programming may be approved through communication between the Bellevue Union School District and the NCOE Program Manager.

It is agreed that *Bellevue USD* will provide \$534,808.31 for the following:

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

It is agreed that CalSERVES, *Napa County Office of Education* will ...

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

12. Collaborate with school sites to implement parent education and service programs in conjunction with the after school programs.

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

CalSERVES After School Policies

Discipline Policy & Procedures

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

Behavior Consequences:

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

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

Attendance Policy & Procedures

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

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

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

Sign In/Out and Early Release Policy

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

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

Student Absences

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

Five (5) absences during a calendar month without notification

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

Volunteer Policy

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Data Use Agreement

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

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

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Use of Facilities Agreement

This Use of Facilities Agreement (“Agreement”) is entered into by Bellevue Union School District (“District”) and the Napa County Office of Education (“Agency”). The Agency has requested, and the District has approved, the Agency’s use of school facilities, including restroom and parking facilities (“Facilities”), for the purpose(s) of operating the CalSERVES tutoring and after school programs, a use and relationship authorized under Education Code Section 10900, et. seq. Neither the Agency, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from July 1, 2020 to June 30, 2021 unless otherwise terminated or extended by a written document executed by both parties.

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

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

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

The District shall ensure that the Facilities are timely and properly made available for use by the Agency. The Agency waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the Agency’s property. The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District’s Facilities. The District shall defend and indemnify the Agency, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision.

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Bellevue Union School District

Agenda Item for Board Meeting of August 4, 2020

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of 2020-21 MOU with CalSERVES regarding Counseling Services

Prepared By: Chris J. Kim, CBO

Background:

The CalSERVES program will recruit, screen, hire and supervisor 2 full time Counselors (1 Counselor working at Bellevue and Meadow View and 1 Counselor working at Kawana and Taylor Mountain). Counselors will work closely to the Principal at each school site to ensure counseling services are matched with the needs of the school.

This Memorandum of Understanding shall be in effect from July 1, 2020 - June 30, 2021.

Cost:

\$200,600 to be invoiced on a quarterly basis.

Recommended Action:

Review and approve.

Supporting Documents:

2020-21 MOU with CalSERVES

BELLEVUE MEMORANDUM OF UNDERSTANDING 7/01/20-6/30/21

This is a Memorandum of Understanding between the CalSERVES program at Napa County Office of Education (NCOE) and the Bellevue Union School District.

It is expressly understood and agreed by NCOE and the Bellevue Union School District as follows:

- I. Purpose: The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the counseling programs at the Bellevue USD elementary schools.
- II. Term: The total funding provided by this MOU is **\$200,600.00**. This Memorandum of Understanding shall be in effect from July 1, 2020 - June 30, 2021. This term may be adjusted by mutual consent of both parties by execution of a written amendment to the MOU. Either party may terminate this agreement, by providing written notice to the other party at least 60 days prior to the desired date of termination. If contract is terminated, the contractor will be paid for all work completed.
- III. Goals of the Program: The goals of the counseling programs are...
Goal One: To make available counseling services to all students.
Goal Two: To provide referrals and outside resources to students and families in need.
Goal Three: To support teachers in managing student social, emotional, and behavioral challenges.
- IV. Description of Services: The CalSERVES program will recruit, screen, hire and supervisor 2 full time Counselors (1 Counselor working at Bellevue and Meadow View and 1 Counselor working at Kawana and Taylor Mountain). Counselors will work closely to the Principal at each school site to ensure counseling services are matched with the needs of the school. Services may include, but are not limited to:
 - Working with teachers, school administrators, and program staff to identify students in need of support
 - Leading one-to-one and small group counseling sessions
 - Working with teachers to lead in class lessons for students
 - Participating in school PBIS committees and IEP and SST meetings as needed
 - Providing daily support for emergency needs of students and the school
 - * Due to the COVID 19 pandemic and the shifts in school structure, services may need to be provided virtually to students.

It is agreed that Bellevue USD will provide \$200,600.00 for the following:

- 1, 1.0 FTE Counselor, 1, 1.0 FTE Counselor and 0.15 FTE Supervisor (Program Manager), serving Bellevue, Kawana, Meadow View and Taylor Mountain Schools

- 1. Provide the following as in kind match:
 - Principal or Administrator leadership, 1 per school X 4 schools, meeting regularly with the Counselor and Program Manager to review goals and continuous improvement plans.
 - Office supplies (pens, paper, markers, etc.), machine rental, repair contracts, printing, duplication services, phone and fax services, etc.
 - Confidential space to counsel students and technology support as needed

It is agreed that CalSERVES, Napa County Office of Education will ...

1. Invoice Bellevue Union School District, on a quarterly schedule referencing the provided PO or payment reference number.
2. Recruit, screen, hire, assign and supervise 2 full-time Counselors.
3. Provide ongoing support for Counselors to assist in the coordination of their programs.
4. Provide professional development opportunities to Counselors throughout the year.
5. Collaborate with school sites to implement parent education and service programs in conjunction with the school day and after school programs.

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Data Use Agreement

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

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

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Use of Facilities Agreement

This Use of Facilities Agreement (“Agreement”) is entered into by Bellevue Union School District (“District”) and the Napa County Office of Education (“Agency”). The Agency has requested, and the District has approved, the Agency’s use of school facilities, Counseling programs, a use and relationship authorized under Education Code Section 10900, et. seq. Neither the Agency, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from July 1, 2020 to June 30, 2021 unless otherwise terminated or extended by a written document executed by both parties.

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

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

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

The District shall ensure that the Facilities are timely and properly made available for use by the Agency. The Agency waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the Agency’s property. The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District’s Facilities. The District shall defend and indemnify the Agency, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision.

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Bellevue Union School District

Agenda Item for Board Meeting of August 4, 2020

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of 2020-21 MOU with CalSERVES regarding Americorp Mentors

Prepared By: Chris J. Kim, CBO

Background:

The CalSERVES program will recruit, screen, enroll, orient, and train AmeriCorps Mentors to work with at Bellevue, Kawana, Meadow View, and Taylor Mountain. 3 full time AmeriCorps Mentors will be assigned to each elementary school site to run the tutoring, active recess, and mentoring programs. A full time Site Supervisor (1 at each elementary school) will be responsible for the effective implementation of the program.

This Memorandum of Understanding shall be in effect from July 1, 2020 - June 30, 2021.

Cost:

\$72,000 to be invoiced on a quarterly basis.

Recommended Action:

Review and approve.

Supporting Documents:

2020-21 MOU with CalSERVES

BELLEVUE MEMORANDUM OF UNDERSTANDING 7/01/20-6/30/21

This is a Memorandum of Understanding between the CalSERVES program at Napa County Office of Education (NCOE) and the Bellevue Union School District.

It is expressly understood and agreed by NCOE and the Bellevue Union School District as follows:

- I. Purpose: The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the CALSERVES programs.
- II. Term: The total funding provided by this MOU is **\$72,000.00**. This Memorandum of Understanding shall be in effect from July 1, 2020 - June 30, 2021. This term may be adjusted by mutual consent of both parties by execution of a written amendment to the MOU. Either party may terminate this agreement, by providing written notice to the other party at least 60 days prior to the desired date of termination. If contract is terminated, the contractor will be paid for all work completed.
- III. Goals of the Program: The goals of the CalSERVES AmeriCorps programs are...
 - Goal One: To show improvement in reading achievement by children participating in the reading tutoring program.
 - Goal Two: To show decreased behavior issues and increased student engagement.
 - Goal Three: To show an increase in skill development for AmeriCorps members.
- IV. Description of Services: The CalSERVES program will recruit, screen, enroll, orient, and train AmeriCorps Mentors to work at Bellevue, Kawana, Meadow View, and Taylor Mountain Elementary Schools. Three full time AmeriCorps Mentors will be assigned to each elementary school site to run the tutoring and active recess programs and support the daily COOL School program *. A full time Site Supervisor (1 at each elementary school) will be responsible for the effective implementation of the program.
 - * Due to the COVID 19 pandemic and the modified school structure for the 20-21 school year, AmeriCorps Mentor services may be altered for this year. AmeriCorps members will support student academics and social and emotional well-being, along with supporting a positive and effective school climate. The approach to member activities may vary this year and new / different activities, such as distance learning support, and can be approved through communication between the Bellevue Union School District and the NCOE Program Manager.

It is agreed that Bellevue USD will provide \$72,000.00 for the following:

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

It is agreed that CalSERVES, *Napa County Office of Education* will ...

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

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Data Use Agreement

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

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

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

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

David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Use of Facilities Agreement

This Use of Facilities Agreement (“Agreement”) is entered into by Bellevue Union School District (“District”) and the Napa County Office of Education (“Agency”). The Agency has requested, and the District has approved, the Agency’s use of school facilities, including restroom and parking facilities (“Facilities”), for the purpose(s) of operating the CalSERVES tutoring and after school programs, a use and relationship authorized under Education Code Section 10900, et. seq. Neither the Agency, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

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David Alexander, Superintendent
Bellevue Union School District

Date

Joshua Schultz, Deputy Superintendent
Napa County Office of Education

Date

Bellevue Union School District

Agenda Item for Board Meeting of August 4, 2020

Agenda Category: Review and Action

Agenda Item Title: Consider Approval of the 2020-2021 Revised Calendar

Prepared By: Siara Goyer, Director of Human Resources

Background:

The original 2020-2021 Certificated Calendar was brought to the Board for approval in May. Due to COVID-19, some elements of the original calendar have been changed to create the attached Revised 2020-2021 Certificated Calendar. All changes were thoroughly discussed and agreed upon between the two BUSD Negotiation's Teams. The Bellevue Education Association (BEA) has ratified the attached calendar.

Recommended Action:

It is recommended that the Board of Trustees approve the 2020-2021 Revised Certificated Calendar.

Supporting Documents:

2020-2021 Revised Certificated Calendar

Bellevue Union School District 2020-2021
180 Instructional Day / 185 Contract Day Calendar (+1 Per Diem)
Board Approved:

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1/1-1/4- Winter Break, 1/18 - ML King, Jr. Day

AUGUST						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

8/17- First Day of Instruction

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

2/8- Lincoln's Birthday Celebrated; 2/15- Presidents' Day;

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9/7 - Labor Day

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

03/22 - 03/26 - Spring Break

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

4/2 Potential Emergency Closure Make-Up Day

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11/11 - Veteran's Day Observed; 11/23-11/27 - Thanksgiving Break

MAY						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5/31 - Memorial Day; 5/7 Potential Emergency Closure Make-Up Day

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

12/21 - 12/31- Winter Break

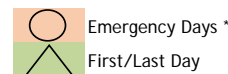
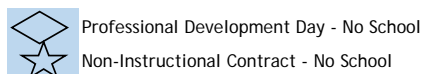
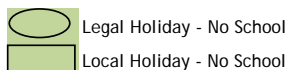
JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

06/3 - Last Day of Instruction

83

97

180



Back to School Night = TBD

Open House = 5/19 & 5/26

1st Trimester Ends - 11/9

Fall Conference Dates = TBD

sbac Testing Window = TBD

2nd Trimester Ends - 3/1

3rd Trimester Ends - 6/3

* Designated Makeup days in case of school closure due to emergency.