



---

**N O T I C E**

**BOARD MEETING OF THE BELLEVUE UNION SCHOOL  
DISTRICT BOARD OF TRUSTEES WILL BE HELD ON Tuesday  
August 10, 2021, 6:00PM OPEN SESSION  
IN PERSON at 3150 EDUCATION DR & ZOOM TELECONFERENCE  
HOSTED BY BELLEVUE UNION SCHOOL DISTRICT 3150  
EDUCATION DRIVE SANTA ROSA, CA 95407**

**DATED: August 9, 2021**

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

**POSTED: August 9, 2021**

**BELLEVUE UNION SCHOOL DISTRICT**  
**Special Board Meeting**  
**In Person At the BUSD District Office 3150 Education Dr &**  
**Video Teleconference Streamed Via Zoom linked on the BUSD Homepage**  
**Tuesday, August 10, 2021**

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 in-person and 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](http://www.BUSD.org)

**AGENDA**

1. Open Session 6:00 pm

1.1. Call To Order

1.2. Flag Salute

1.3. Consider Agenda Adjustment

1.4. 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.*

2. Action Items

2.1. Consider Approval of Board Policy and Administrative Regulation 6158 Independent Study

2.2. Consider Approval of the Job Description for Teacher on Special Assignment: Student Support Coordinator

2.3. Consider Approval of the Job Description for Teacher on Special Assignment: District Student Support Coordinator

2.4. Consider Approval for a Memorandum of Understanding (MOU) between Bellevue Union School District (BUSD) and Bellevue Education Association (BEA) for Teacher on Special Assignment: District Student Support Coordinator

2.5. Consider Approval for a Memorandum of Understanding (MOU) between Bellevue Union School District (BUSD) and Bellevue Education Association (BEA) for Independent Study Teacher for the 2021/2022 School Year

3. Consent Calendar

3.1. Santa Rosa City Schools Vended Meal Contract for Kawana Springs Elementary School

4. Planning

August 17, 2021	Regular Board Meeting	5:30 pm	To be live streamed on zoom, linked on the District's Homepage: <a href="http://www.busd.org">www.busd.org</a>
-----------------	-----------------------	---------	----------------------------------------------------------------------------------------------------------------------

---

*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

Agenda Category: Action Item

Agenda Item Title: Board Policy and Administrative Regulation 6158 Independent Study

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

---

Background:

Education Code 51745-51749.6 authorizes districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students. Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students.

Recommended Action:

Recommendation to approve Board Policy and Administrative Regulation 6158 Independent Study

Supporting Documents:

Board Policy and Administrative Regulation 6158 Independent Study

**INDEPENDENT STUDY**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

**General Independent Study Requirements**

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

*(cf. 5147 - Dropout Prevention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

**INDEPENDENT STUDY** (continued)

*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6200 - Adult Education)*

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction

**INDEPENDENT STUDY** (continued)

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

## **INDEPENDENT STUDY (continued)**

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

### **Master Agreement**

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year



**INDEPENDENT STUDY** (continued)

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

## **INDEPENDENT STUDY** (continued)

### **Course-Based Independent Study**

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other

**INDEPENDENT STUDY** (continued)

indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

*(cf. 5125 - Student Records)*

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

**INDEPENDENT STUDY** (continued)

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

**Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

**INDEPENDENT STUDY** (continued)

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

## **INDEPENDENT STUDY (continued)**

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

### **Student-Parent-Educator Conferences**

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

### **Records for Audit Purposes**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

**INDEPENDENT STUDY** (continued)

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580 - District Records)*

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

**INDEPENDENT STUDY** (continued)

**Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

*Legal Reference: (see next page)*



**INDEPENDENT STUDY (continued)**

*Legal Reference:*

EDUCATION CODE

17289 *Exemption for facilities*  
41020 *Audit guidelines*  
41976.2 *Independent study programs; adult education funding*  
42238 *Revenue limits*  
42238.05 *Local control funding formula; average daily attendance*  
44865 *Qualifications for home teachers and teachers in special classes and schools*  
46200-46208 *Instructional day and year*  
46300-46307.1 *Methods of computing average daily attendance*  
46390-46393 *Emergency average daily attendance*  
46600 *Interdistrict attendance computation*  
47612-47612.1 *Charter school operation*  
47612.5 *Independent study in charter schools*  
48204 *Residency*  
48206.3 *Home or hospital instruction; students with temporary disabilities*  
48220 *Classes of children exempted*  
48340 *Improvement of pupil attendance*  
48915 *Expulsion; particular circumstances*  
48916.1 *Educational program requirements for expelled students*  
48917 *Suspension of expulsion order*  
49011 *Student fees*  
51225.3 *Requirements for high school graduation*  
51745-51749.6 *Independent study programs*  
52060 *Local control and accountability plan*  
52522 *Adult education alternative instructional delivery*  
52523 *Adult education as supplement to high school curriculum; criteria*  
56026 *Individuals with exceptional needs*  
58500-58512 *Alternative schools and programs of choice*

FAMILY CODE

6550-6552 *Authorization affidavits*

CODE OF REGULATIONS, TITLE 5

11700-11703 *Independent study*

UNITED STATES CODE, TITLE 20

6301 *Highly qualified teachers*

6311 *State plans*

COURT DECISIONS

*Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365*

*Management Resources: (see next page)*

**INDEPENDENT STUDY** (continued)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Elements of Exemplary Independent Study*

*California Digital Learning Integration and Standards Guidance, April 2021*

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

*Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*

WEB SITES

*California Consortium for Independent Study: <http://www.ccis.org>*

*California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>*

*Education Audit Appeals Panel: <http://www.eaap.ca.gov>*

**INDEPENDENT STUDY**

**Definitions**

*Live interaction* means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

*Student-parent-educator conference* means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

*Synchronous instruction* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

**Educational Opportunities**

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

*(cf. 6143 - Courses of Study)*

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

*(cf. 5112.3 - Student Leave of Absence)*

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

**INDEPENDENT STUDY** (continued)

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

*(cf. 0420.4 - Charter School Authorization)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

*(cf. 5113 - Absences and Excuses)*

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*

**Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

**Eligibility for Independent Study**

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

**INDEPENDENT STUDY** (continued)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.1 - District Residency)*

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

*(cf. 6183 - Home and Hospital Instruction)*

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6184 - Continuation Education)*

## **INDEPENDENT STUDY (continued)**

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study

**INDEPENDENT STUDY** (continued)

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

**INDEPENDENT STUDY** (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*



**Bellevue Union School District**

**Agenda Item for Board Meeting of April 20, 2021**

**Agenda Category:** Action Item

**Agenda Item Title:** Consider Approval of Job Description for Teacher on Special Assignment:  
Student Support Coordinator

**Prepared By:** David Alexander, Superintendent

---

**Background:**

Presented for consideration to the Bellevue Union School District Board of Trustees is a newly developed position job description for Teacher on Special Assignment: Student Support Coordinator. The Board of Trustees has approved the 2021-2024 Local Control Accountability Plan (LCAP) which includes the Teacher on Special Assignment: Student Support Coordinator position(s) to support student learning. It is anticipated that these positions will be filled by qualified BUSD teachers and will begin their assignments as soon as qualified teachers are hired to fill the vacancies created by the BUSD teacher accepting those positions.

**Cost:**

The costs associated with the position(s) are identified in the 2021-2024 Local Control Accountability Plan (LCAP). The salary for one position is calculated at \$104,000 annually including salary driven benefits.

**Recommended Action:**

Review and Approve as presented.

**Supporting Documents:**

1. Teacher on Special Assignment: Student Support Coordinator Job Description

**BELLEVUE UNION SCHOOL DISTRICT  
CERTIFICATED JOB DESCRIPTION  
TEACHER ON SPECIAL ASSIGNMENT (TOSA)  
STUDENT SUPPORT COORDINATOR**

**Definition**

Under supervision and limited direction of the Director of Curriculum and English Learner Services/or Site Principal, deliver direct intervention services to students, coordinate student support services delivered by classified and certificated tutors, and perform related work as required.

**Examples of Duties**

1. Provide direct intervention services to students.
2. Provide supplemental Designated English Language Development to Newcomer students.
3. Provide training for certificated and classified staff who will be working with students, including English Learners. Training may include group management strategies, the use of instructional materials and techniques, and other areas pertinent to student support services.
4. In conjunction with the Site Principal, coordinate and support implementation of student services, including English language development, remediation, and enrichment. This may include coordination of before and/or after school programs.
5. Collaborate with administrators, teachers, and PLC teams to gather information about students' needs and develop action plans for targeted instruction and intervention.
6. In conjunction with the Site Principal, develop a communication system for faculty and staff about student progress.
7. Monitor student progress using a variety of measures, including Illuminate and other programs (i.e. STAR Reading, DRA).
8. Maintain student intervention records, including English Learner records.
9. In conjunction with the Site Principal and STAR coordinator, arrange appropriate accommodations and STAR testing settings for English Learner, and other under-served students.
10. Participate in the selection and implementation of curriculum materials.
11. Organize agendas and lead Title I Parent Involvement meetings according to CDE/DOE regulations.
12. Seek out and foster parent and community partnerships to support student programs and student achievement.
13. Perform other related duties as assigned.

**Qualifications**

Knowledge and Abilities:

1. Extensive knowledge of beginning reading instruction and intervention
2. Excellent communicator
3. Knowledge of content standards, effective instructional practices, and research-based instructional materials
4. Knowledge of diverse cultures and families; ability to establish and maintain collaborative and effective relationships with those contacted in the course of work
5. Knowledge of assessment and progress monitoring tools and practices
6. Ability to organize systems, programs, and the work of others
7. Ability to analyze student performance data and develop strategic support plans
8. Ability to facilitate large and small group meetings with a problem-solving approach
9. Ability to analyze situations accurately and adopt an effective course of action
10. Ability to maintain confidentiality of information
11. Ability to plan and deliver professional development for intervention/support staff

## 12. Bilingual Preferred

### Education and Experiences:

1. Experience with K-2 reading instruction is preferred.
2. Previous experience with coordination of student services is strongly desired.
3. At least 5 years teaching experience is required.
4. Experience in a dual immersion program is preferred for Kawana Springs Dual Immersion program TOSA.

### Required Licenses/Certificates:

1. Valid CA teaching credential
2. English Learner Authorization

Board Approved:

**Bellevue Union School District**

**Agenda Item for Board Meeting of April 20, 2021**

**Agenda Category:** Action Item

**Agenda Item Title:** Consider Approval of Job Description for Teacher on Special Assignment:  
District Student Support Coordinator

**Prepared By:** David Alexander, Superintendent

---

**Background:**

Presented for consideration to the Bellevue Union School District Board of Trustees is a revised job description for Teacher on Special Assignment (TOSA). The current District TOSA position job description is not reflective of the actual work performed and has been revised to reflect current responsibilities .

The Board of Trustees has approved the 2021-2024 Local Control Accountability Plan (LCAP) which includes the Teacher on Special Assignment: District Student Support Coordinator position to support student learning.

This position is currently filled by a qualified BUSD teacher.

**Cost:**

The costs associated with the position(s) are identified in the 2021-2024 Local Control Accountability Plan (LCAP). The salary for one position is calculated at \$104,000 annually including salary driven benefits.

**Recommended Action:**

Review and Approve as presented.

**Supporting Documents:**

1. Teacher on Special Assignment: District Student Support Coordinator Job Description

**BELLEVUE UNION SCHOOL DISTRICT  
CERTIFICATED JOB DESCRIPTION**

**TEACHER ON SPECIAL ASSIGNMENT (TOSA)  
DISTRICT STUDENT SUPPORT COORDINATOR**

**Definition**

Under supervision and limited direction of the Director of Curriculum and English Learner Services/or Site Principal, provide training and support to certificated and classified staff to support student instruction and assessment, coordinate and support state and federal assessment requirements, support the delivery of direct intervention services to students, coordinate student support services delivered by classified and certificated tutors, and perform related work as required.

**Examples of Duties**

1. Provide guidance and support to certificated and classified intervention teams at the sites
2. Provide training for certificated and classified staff who will be working with students, including English Learners. Training may include group management strategies, the use of instructional materials and techniques, and other areas pertinent to student support services.
3. In conjunction with the Director of Curriculum and English Learner Services and/or Site Principal, coordinate and support implementation of student services, including English language development, remediation, and enrichment. This may include coordination of before and/or after school programs.
4. Collaborate with administrators, teachers, and PLC teams to gather information about students' needs and develop action plans for targeted instruction and intervention.
5. In conjunction with the Site Principal, support the communication system for faculty and staff about student progress.
6. Monitor student progress using a variety of measures, including Illuminate and other programs (i.e. STAR Reading, DRA).
7. In conjunction with the Site Principal and/or the Director of Curriculum and English Learner Services, coordinate and arrange local and state student assessments, supporting appropriate accommodations for English Learner, and other under-served students.
8. Participate in the selection and implementation of curriculum materials.
9. Organize agendas and facilitate Title I Parent Involvement meetings according to CDE/DOE regulations.
10. Seek out and foster parent and community partnerships to support student programs and student achievement.
11. Perform other related duties as assigned.

**Qualifications**

Knowledge and Abilities:

1. Extensive knowledge of beginning reading instruction and intervention
2. Excellent communicator
3. Knowledge of content standards, effective instructional practices, and research-based instructional materials
4. Knowledge of diverse cultures and families; ability to establish and maintain collaborative and effective relationships with those contacted in the course of work
5. Knowledge of assessment and progress monitoring tools and practices
6. Ability to organize systems, programs, and the work of others
7. Ability to analyze student performance data and develop strategic support plans
8. Ability to facilitate large and small group meetings with a problem-solving approach

9. Ability to analyze situations accurately and adopt an effective course of action
10. Ability to maintain confidentiality of information
11. Ability to plan and deliver professional development for intervention/support staff

Education and Experiences:

1. Experience with K-2 reading instruction is preferred.
2. Previous experience with coordination of student services is strongly desired.
3. At least 5 years teaching experience is required.

Required Licenses/Certificates:

1. Valid CA teaching credential
2. English Learner Authorization

Board Approved:

Bellevue Union School District

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
BELLEVUE UNION SCHOOL DISTRICT (BUSD)  
AND THE  
BELLEVUE EDUCATION ASSOCIATION (BEA)

August 5, 2021


This Memorandum of Understanding ("MOU") is entered into on the 23rd of August 2021 between the Bellevue Union School District ("DISTRICT") and the Bellevue Education Association ("BEA") jointly known as the parties ("PARTIES") regarding the certificated position(s) of Teacher on Special Assignment (TOSA) for the 2021-2022 regular school year.


1. Any unit member who opts to take the position of TOSA for the current school year will be reinstated to the school, grade, and classroom from which he/she left for the 2022-2023 school year.
2. If during the 2021-2022 school year the position of TOSA is dissolved and/or the unit member is no longer needed in this position, or the unit member is released from this position for any reason, he/she will be immediately reinstated to the school, grade, and classroom from which he/she left.
3. Bargaining unit members are expected to work and/or be available during their normal contractual work hours and workdays.
4. The district will follow all ~~CDE~~ <sup>PH and local Public Health Agency</sup> health and safety requirements and provide appropriate PPE to maintain a safe work environment.

Both parties understand and agree that this MOU is not a precedent for any future events and that this MOU is valid for the 2021-22 school year.

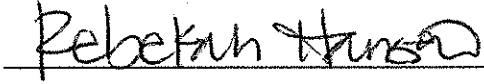
Signatures of Authorized Representatives:


For BUSD:

  
\_\_\_\_\_  
David Alexander, Ed.D., Superintendent

  
\_\_\_\_\_  
Date

For BEA:

  
\_\_\_\_\_  
Rebekah Hansen, President

  
\_\_\_\_\_  
Date



Bellevue Union School District

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
BELLEVUE UNION SCHOOL DISTRICT (BUSD)  
AND THE  
BELLEVUE EDUCATION ASSOCIATION (BEA)

August 5, 2021

This Memorandum of Understanding ("MOU") is entered on August 5th, 2021 between the Bellevue Union School District ("DISTRICT") and the Bellevue Education Association ("BEA") jointly known as the parties ("PARTIES") regarding the certificated position(s) of INDEPENDENT STUDY (IS) TEACHER for the 2021-2022 regular school year.

Definitions:

*"Live interaction" means interaction between the pupil and LEA classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.*

*"Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.*

1. Any unit member who opts to teach independent study for the current school year will be reinstated to the school and grade from which he/she left for the 2022-2023 school year.
2. If during the 2021-2022 school year, due to a decrease in enrollment, the unit

member is no longer needed as an independent study teacher, the unit member will be immediately reinstated to the school and grade from which he/she left.

3. Class size requirements will follow current CBA language:

*a. Every effort shall be made to keep enrollment in combination classes at or below enrollment in other similar grades. Enrollment for fourth-sixth grade combination classes will be limited to twenty-seven (27) students. b. Grades TK-3 not to exceed 24*

4. When an IS class size exceeds twenty-four (24) for grades TK-3 or twenty-seven (27) for grades 4-6, unit members will be paid \$5.00 per student per day for each student over the class size limit based on enrollment.

5. According to AB130, requirements for students on independent study contracts by grade level for live interaction and/or synchronous instruction are as follows:

a. TK-3 – daily synchronous instruction for all pupils

b. 4-6 – both daily live interaction and at least weekly synchronous instruction are in effect for the 2020-2021 school year.

6. When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, and asynchronous instruction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.

7. Bargaining unit members shall set their schedule for all distance learning and office hours, and are expected to work and/or be available during their normal contractual work hours and workdays.


8. Bargaining unit members will report to a designated, isolated, district worksite during their normal contractual work hours and workdays.

9. The district will follow requirements provided by California Department of Public Health and the local Public Health Agency. The District will provide appropriate PPE to maintain a safe a safe work environment

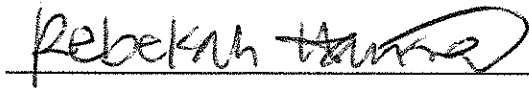
10. Unit members will not have any expectation of in-person interaction, but

may choose to meet with students in-person if desired.  
Signatures of Authorized Representatives:

For BUSD:

 8/5/21  
David Alexander, Ed.D., Superintendent Date

For BEA:

 8/5/21  
Rebekah Hansen, President Date

Bellevue Union School District

Consent Calendar for Board Meeting of August 10, 2021

3. Consent Calendar
  - 3.1. Santa Rosa City Schools Vended Meal Contract for Kawana Springs Elementary School

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.

# CONTRACT

## AGREEMENT FOR VENDED MEAL SERVICES

This AGREEMENT, for the period October 1, 2021 through June 30, 2022, is hereby entered into between City of Santa Rosa High School District of the State of California, hereinafter referred to as "CITY SCHOOLS" and: Bellevue Union School District, hereinafter referred to as: District.

WHEREAS, CITY SCHOOLS has the capability for providing vended meal services and Reimbursable Lunches to various sites and programs on a cost-reimbursement basis:

NOW THEREFORE: the parties hereto agree as follows:

### CITY SCHOOLS SHALL:

(1) Prepare and deliver Reimbursable Lunches, excluding milk, using the Santa Rosa City Schools Choice Menu to:

See Attachment A

By 11:00 a.m.

**EACH SCHOOL DAY**, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided.

(2) Be responsible for meeting the nutritional standards for Reimbursable Lunches as set forth by the United States Department of Agriculture for the National School Lunch Program, and also for the quality of the lunches at the time of delivery.

(3) Pick up transport baskets from the previous day's delivery at the time of the current day's delivery.

(4) Present itemized invoice the tenth working day of each month for the previous month's deliveries.

Reimbursable breakfasts for elementary and secondary schools will be billed at one dollar and seventy-five cents (\$1.75) each, NOT including milk.

Reimbursable lunches will be billed at the rate of three dollars (\$3.00) each for elementary, NOT including milk, and three dollars and twenty-five cents (\$3.25) each for secondary, NOT including milk.

(5) Assume all liability for proper use and protection of surplus commodities assigned to District. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks.

(6) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.

(7) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.

(8) Shelf stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.

(9) CITY SCHOOLS shall charge for a minimum of fifteen (15) lunches at any given site. Fewer lunches may be received, but CITY SCHOOLS will not charge less for a regularly scheduled stop.

(10) Sack lunches can be provided for field trips with ten(10) working days' notice to the site providing lunches.

District SHALL:

(1) A. **Orders must be placed by 9:30 AM five days in advance** to ensure we will have the number of lunch choices available and for the efficient operation of our services. Shelf stable meals are available to purchase as a back-up supply, should you ever need additional meals.

B. Ensure that adequate storage shall be provided for the lunches from time of delivery until served to the student in accordance with Health and Safety Codes.

C. Ensure that lunches are heated to 165 degrees in accordance with Health and Safety Code #27601.

D. Ensure that an employee is available at sites each school day to verify quality and quantity of said lunches. Errors in count called in shall be the responsibility of District.

E. Ensure that lunches are delivered and served at sites approved on the District National School Lunch Agreement.

Failure to comply shall constitute sufficient reason for CITY SCHOOLS to immediately cease providing lunches under this AGREEMENT.

(2) Provide CITY SCHOOLS with school calendars. Each site shall give notice to CITY SCHOOLS Central Kitchen Manager of calendar changes. Also, notice must be given for minimum day meal requirements and any holidays not clearly indicated on the calendar. **THIS NOTICE MUST BE GIVEN TWO (2) WORKING DAYS PRIOR TO SAID SCHEDULE CHANGE.**

(3) Provide personnel to serve lunches, clean the serving and eating areas, assemble and deliver transport baskets by Santa Rosa City Schools delivery the next day.

(4) Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy students, and keep accurate records of the number of free, reduced price, paid, and adult lunches served daily.

(5) Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced price meal applications, and maintain all necessary records to substantiate the above items.

(6) Assign to CITY SCHOOLS one hundred percent (100%) of the commodities to which District is entitled and the responsibility for proper use of such commodities. If there is a short-fall of commodities, cash-in-lieu of commodities shall be given to CITY SCHOOLS. Commodities may not be sent to school sites except as they appear on the listed menu.

(7) Pay CITY SCHOOLS within 60 days of invoice or a fee of 1% will be charged on the balance due.

(8) Order, provide, and pay for all milk served with the reimbursable lunches.

TERM

This AGREEMENT becomes effective this day October 1, 2021, and will continue until June 30, 2022. This AGREEMENT may be renegotiated and renewed as revised and agreed upon by both parties. This AGREEMENT is valid through June 30, 2022.

TERMINATION/INDEMNIFICATION

Termination

CITY SCHOOLS may terminate this AGREEMENT, with or without cause, upon 30 days' written notice to DISTRICT.

Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), 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 willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Each party to this agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each party has no objections to the representation of the other parties by the same legal counsel.

APPROVED BY

By _____	_____
Signature	Title
_____	_____
School District/Agency	Date

APPROVED BY

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

By _____	_____
Deputy Superintendent-Business Services	Date

Board Approved:

_____	_____
Legal Counsel	Date



ATTACHMENT A

BELLEVUE UNION SCHOOL DISTRICT

Kawana Elementary School  
2121 Moraga Dr  
Santa Rosa, CA 95404