

Bellevue-Santa Fe Charter School

Governing Board Packet

Thursday, March 17, 2022

4:00p.m.



Thursday, March 17, 2022
Governing Board Agenda

Location: Bellevue-Santa Fe Charter School
1401 San Luis Bay Drive
San Luis Obispo, CA 93405

4:00-5:00 p.m. OPEN SESSION

1. OPEN SESSION

1.01 Pledge of Allegiance

2. ACTION

2.01 Consensus on Order of Business
2.02 Approval of Minutes – February 17, 2022

3 PUBLIC INPUT

3.01 Correspondence
3.02 Public Comment

4. ADMINISTRATOR UPDATES

5. PTO REPORT

6. INFORMATION

6.01 Reports by Board members
6.02 Enrollment Report
6.03 State Budget Projections

7. DISCUSSION

7.01 PTO MOU
7.02 Governing Board Election Process
7.03 Attendance Policy (1st reading)
7.04 Paraeducator Funding

8. ACTION

8.01 PTO MOU
8.02 Governing Board Election Process
8.03 Attendance Policy (1st reading)

9. CONSENT AGENDA

10. UPCOMING MEETING PLANNING

10.01 Develop Agenda
10.02 Review assignments and action items
10.03 Next scheduled meeting: April 21, 2022



**Thursday, February 17, 2022
Governing Board Draft Minutes**

Bellevue-Santa Fe Charter School remains committed towards efforts of prevention and mitigation of the effects of COVID-19 on our community. In compliance with California Governor Gavin Newsom's issued Executive Orders N-25-20, N-35-20, N-08-21 the California State Public Health Officer's Order and pursuant to AB361 and Government Code Section 54953, including social distancing guidelines and avoiding group gatherings, and all applicable provisions of federal and state law, this Board meeting will be held telephonically and online.

All Board members, staff and others presenting at the meeting will be calling in via the Zoom video conferencing platform from separate locations. Unfortunately, physical attendance by the public cannot be accommodated given the current circumstances and the need to ensure the health and safety of the members, staff, and the public as a whole; however, the school is making significant efforts to ensure public participation during this Board meeting, and has taken the following steps to help the public access the meeting:

Electronic Submission of Public Comments. Public Comments for a non-agenda or agenda item may be shared in the following ways:

- o Emailed to [http://governingboard@bsfcs.org](mailto:governingboard@bsfcs.org). In the subject line, please identify, as applicable, the agenda item the comment addresses, including the agenda item number and title. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item on which you are commenting. Any relevant written comment submitted by 3:00 p.m. on the day prior to the meeting will be read on the record during this meeting.
- o Stated aloud via Zoom.

All public comments will be limited to 3 minutes, a limit of approximately 450 words. Any portion of your comment extending past the 450-word limit may not be read aloud due to time restrictions. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the meeting. Please be aware that written public comments, including your name, may become public information.

Zoom Video Conferencing. Members of the public can call into the meeting to observe via the Zoom video conferencing platform. Members of the public can access Zoom from a computer, mobile device or tablet. The Zoom link is provided on the agenda.

Julie Turk is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/98885644689?pwd=ZEJDZnVLT24vaS9YNU91djVkJUGVFQT09>

Meeting ID: 988 8564 4689

Passcode: WYthe7

One tap mobile

+16699009128,,98885644689#,,,*742964# US (San Jose)

+13462487799,,98885644689#,,,*742964# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 988 8564 4689

Passcode: 742964

Find your local number: <https://zoom.us/u/abUOjLnS6P>

Location: Bellevue-Santa Fe Charter School
1401 San Luis Bay Drive
San Luis Obispo, CA 93405

4:00-5:00 p.m. OPEN SESSION

In attendance: Kevin Ashworth, Julie Turk, Ellen Pitrowski, Megan Horner, Bradley Escobar, JoEd Sennes

Public: Jenny Crooks, Elaine Elmore, Angie White, Lisa Matthews, Erica Luhn, Catherine Ecklund, Olivia Watt, Jen Senior, Jenn Rainey, Amy Goodman, Emily Hurlbert, catechesis@nativityslo.org, Sarah Rijnen, Heather's iPhone, Purdy, iPhone(2) - Names taken from screen names

1. OPEN SESSION

1.01 ADOPT RESOLUTION 22-2 AUTHORIZING USE OF REMOTE TELECONFERENCING PROVISIONS PURSUANT TO AB 361

Discussion and approval of Resolution No. 22-2 Authorizing Use of Remote Teleconferencing Provisions pursuant to AB 361 and Government Code section 54953. AB 361 allows for virtual meetings during a governor-proclaimed state of emergency if a local health official imposes/recommends social distancing measures or if a legislative body determines that an in-person meeting poses an imminent health or safety risk to attendees. BSFCS Governing Board will decide whether an in-person meeting poses an imminent health risk to attendees. This action will need to be revisited every 30 days.

Ellen made a motion to approve the resolution. Kevin seconded. All were in favor.

1.02 Pledge of Allegiance

2. ACTION

2.01 Consensus on Order of Business - Seconded Interim Budget Report moved to first item

2.02 Approval of Minutes – January 27, 2022

Ellen made a motion to approve the motion. Megan seconded. All were in favor.

3 PUBLIC INPUT

3.01 Correspondence

Ellen read a letter from Tom Paine regarding masks in school.

Ellen read a letter from Hilary and Aaron Bergantz regarding funding for the reading support position.

Ellen read a letter from Lisa Matthews and Teri Sanchez regarding funding for the Paraeducators.

All letters are included in full in the minutes.

3.02 Public Comment

Jenny Crooks - spoke about the positions of Lisa Matthews and Teri Sanchez and wanting to find funding for their positions. She also expressed gratitude for board members and staff and the work they do. Asked that this be agendaized for discussion.

Elaine Elmore - spoke about the positions of Lisa Matthews and Teri Sanchez and wanting to find funding for their positions. Asked that this be agendaized for discussion.

Vicki Cheatwood - spoke about the positions of Lisa Matthews and Teri Sanchez and wanting to find funding for their positions. Asked that this be agendaized for discussion.

Amy Goodman - spoke about the positive effects of Lisa Matthews and Teri Sanchez.

Jen Senior - spoke about the positions of Lisa Matthews and Teri Sanchez.

4. ADMINISTRATOR UPDATES

Our next Artist-in-Residence, Josh Ekblom is beginning soon with dance. After that, we will have drumming with Sean from Drum & Perk. SLOCOE Superintendent, James Brescia, reminds us that SLOPHD, SLOCOE and local district Boards are not at liberty to make a less restrictive mask order than that of CDPH.

5. PTO REPORT

The PTO is now the Bulldog PTO. There are many spring events coming up, so be sure to read the Buzz. The PTO voted to sell the Sea-Train. If you'd like to talk about what to do with its contents, please come to the next meeting.

6. INFORMATION

6.01 Reports by Board members

Kevin – Shared Email from Carrie Gorton. Blue Forum treated me to an amazing birthday party. It was

so much fun to celebrate with the kids and all of the teachers, who dressed up as me. We're preparing for our trip to Catalina. The kids are so excited. It is a big commitment from families and this trip wouldn't happen without their support. My wife and I just celebrated our 25th wedding anniversary on the 15th.

JoEd - Thank you to PTO for all that you do for our school community. There is so much behind the scenes work going on at school. The Great Debate will be next Friday, 2/25 - all are invited.

Megan - Would like to agendize the issue with Lisa and Teri's positions. Assemblies have been great. We're flexible and it's been great to still get together. It is concerning that we don't have a counselor at school and it would be great to talk about agendizing it.

Bradley - Rayn is really excited about her trip to Catalina. Jude has been having fun learning about explorers for the Great Debate. The work the teachers do at the school is appreciated.

Ellen - Thank you to the Bellevue community for being patient and flexible with us in navigating mask requirements. Julia is now in Chile for her year of studying abroad.

6.02 Enrollment Report

Enrollment is now 158. Our ADA is down, often due to unexcused absences, costing the budget \$36,000 as seen in the 2nd Interim.

6.03 Supplement to 2021/2022 LCAP Annual Update

Julie shared information on the 2021/2022 LCAP Annual Update.

6.04 Update to LCAP Budget Overview

Julie gave an update on the LCAP Budget Overview.

7. DISCUSSION

7.01 2- Interim Budget Report

Caty Ecklund gave a report of the 2nd Interim Budget. We are \$56,000 in deficit spending due to unforeseen special education costs.

Vicki Cheatwood asked about the reduction in classified salaries in the upcoming budget years. This is due to the one-time funding for two classified positions.

7.02 2022-23 Instructional Calendar (3- reading)

A discussion of the 2022-23 Instructional Calendar was held.

Vicki Cheatwood - Wondering why there was no four-day weekend on Veteran's Day.

Jenny Crooks - Would echo what Bradley said about taking time to make the decision about the calendar.

7.03 Student Use of Technology Policy (1- Reading)

A discussion of the Student Use of Technology Policy was held.

7.04 Dress Code Policy (1- Reading)

A discussion of the Dress Code Policy was held.

7.05 Kindergarten Schedule

A discussion of the kindergarten schedule was held.

Julie Turk is a proponent of full day kindergarten.

Jenny Crooks - Supports what teachers think is best for students.

Vicki Cheatwood - Liked the staggered schedule for Jackson. Relying on teachers' expertise in this important decision. The kindergarten class would need more volunteers to help if the schedule goes full day.

Jen Senior - A full day is important for providing additional academic support.

Elaine Elmore - The staggered schedule is difficult for families. A full day right off the bat would be preferred.

7.06 PTO MOU

A discussion of the PTO MOU was held.

8. ACTION

8.01 2- Interim Budget Report

Julie Turk made a motion to approve the 2nd Interim Budget Report. Kevin seconded. All were in favor.

8.02 2022-23 Instructional Calendar (3- reading)

Kevin made a motion to approve Draft A of the 2022-23 Instructional Calendar. Bradley seconded. All were in favor.

8.03 Student Use of Technology Policy (1- Reading)

Ellen made a motion to approve the Student Use of Technology Policy. JoEd seconded. All were in favor.

8.04 Dress Code Policy (1- Reading)

Megan made a motion to approve the Dress Code Policy. Ellen seconded. All were in favor.

8.05 PTO MOU

No action was taken.

9. CONSENT AGENDA

9.01 Annual Financial Audit

Ellen made a motion to approve the Consent Agenda. Kevin seconded. All were in favor.

10. UPCOMING MEETING PLANNING

10.01 Develop Agenda

Add paraeducator funding. Remove all policies except Attendance Policy.

10.02 Review assignments and action items

10.03 Next scheduled meeting: March 17, 2022

We would like to submit this letter to be read during public comment.

Dear Julie Turk, Ellen Pitrowski, and governing Board, February 15, 2022

As Paraeducators we have been an integral part of Bellevue for the past several years: Teri for five years and Lisa for 4 years. We love our positions and value the students, staff, and families of Bellevue. It is our understanding that there is no money in the budget at this time to support our positions for the 22/23 school year. We are writing to share with you and the community the value we bring to the school in hopes that through creative problem solving and collaborative efforts funding may be found to secure our positions at this wonderful school.

As Paraeducators we do so much to support the students and staff here at Bellevue. We work closely with the resource specialist as part of the special education team. Each year looks a little different depending on the needs

This year in particular, with teachers seeing a decrease in parental support in the classroom (most likely as a result of the Pandemic) the added support we provide is invaluable. During push in, we support students who are struggling to follow directions or keep up with assignments. We pull students out to help provide individualized instruction and support with assignments and to administer tests. When the resource specialist is absent or in meetings we help out to ensure students with Individualized Education Plans continue to have their accommodations met. We also build relationships with our most vulnerable students and help provide emotional support and another positive adult connection.

Lisa has had the privilege to provide Literacy Intervention this year. Together with the teachers, she identified at-risk students. She administered assessments and created an intervention schedule. Lisa has helped 15 students work to close the learning gap with their reading. In addition to all the academic support, Lisa and Teri serve as lunchtime yard duty monitors every day. This essential role helps keep students safe and helps students navigate challenging social dynamics that may arise.

We help with recess and cover the teachers during rainy day schedules. On days when the lunch team has not yet arrived Teri and Lisa jump in to pass out lunches. We have also assisted teachers with catching up when they had a backlog of grading to be done during conference week.

We know that not everyone has a clear picture of what we bring to the school as we often work behind the scenes. We hope that you value our contribution and will consider how the students and teachers will be impacted by our absence. The Bellevue students deserve our ongoing support.

We ask you to get creative and help find the funding to ensure this support is in place for the years ahead. Please let us know what we can do to help as we truly want to continue to offer our time and talents to the Bellevue Community. We ask that you add this to the agenda for next month's board meeting. Thank you for your time and consideration.

Sincerely,

Lisa Matthews and Terilyn Sanchez

Governing Board Meeting
17 February 22
4pm

I was only quite recently made aware that the vital positions that Lisa Matthews and Teri Sanchez hold here at our school are on the line due to budgetary challenges. As Paraeducators they provide crucial resources to our children. My own kids have benefitted from these services but in reality, this affects all of us and I'll explain why. Lisa works as our Reading Specialist, giving our kids who have suffered setbacks especially over the past 2 years the opportunity to reach their full potential and participate fully in their classrooms while improving their self-confidence and pride of achievement. Anyone who has ever struggled in an academic setting, or knows someone who has, can empathize with a kid who can't participate because they haven't been able to read even the instructions, much less the content. While Teri was hired initially for one-on-one services, she has proven to be indispensable on several fronts. These women are aiding teachers in their classrooms, providing meaningful support to Olivia, serving as recess and lunch monitors, and sometimes actually even serving lunch. They provide intervention for our kids who do not qualify for 504s and IEPs, allowing our Special Ed Coordinator to focus her specialized education on the students who require it. Without this valuable intervention, students who are struggling can become distracted or start goofing off during class which in turn affects their classmates who may not even require any intervention or accommodations. This of course also requires more time from the classroom teacher to repeat instructions, redirect the struggling student, or attempt to provide extra time to these individual students while the rest of the class waits. Lisa and Teri have developed irreplaceable relationships with our kids—and with us. They provide additional sets of eyes and ears on our students, and their training, education, and experience afford all of us innumerable benefits. I understand that resources are limited and money doesn't appear simply because we really want something. My hope is that we can work together to problem solve and do what we reasonably can to explore funding options. I'm willing to help with this if there is an opportunity to do so. Too, it's important to me that I also express my continuing gratitude to you folks on the Governing Board, in our Administration, and our teachers who I fully trust and acknowledge as capable and far more knowledgeable about the ins-and-outs of funding, legality, and processes regarding education and I believe you are all doing what you can regarding this unfortunate situation. I would like to respectfully request that this item be agendaized for the March meeting or perhaps the April Town Hall Meeting if that is more appropriate, to allow for further questions and discussion. Whatever is decided, I want to go on record that I fully support Lisa and Teri as essential and beloved members of our BSFCS community. Thank you.

Jenny Crooks

To whom it may concern,

It has come to my attention that the funding for the Bellevue reading intervention program may be ending. The support with Lisa for our son has been instrumental to his growth as a young reader. Starting school as a kinder during the pandemic put a strain on learning in all aspects, at a critical time for young development. We saw our son fall behind in key areas. This special program has been critical in narrowing the learning gap. Please consider adding this discussion as an agenda item to the next meeting.

Thank you,
Hillary & Aaron Bergantz

Please read the following at the meeting. I am at a conference and am unable to log in. Thank you.

I would like to express my dismay the students are being forced to wear masks at school. Most of the rest of the country and the world have long discarded masks for school children based on science. The W.H.O. has stated they are detrimental to learning. Many well respected medical experts have called for the ending of mask mandates for children. We all know none of the kids wear masks anywhere but school. Mandates have ended for businesses and elsewhere. It is long past time to end them at Bellevue.

Thank you
Tom Paine

**BELLEVUE-SANTA FE CHARTER SCHOOL
CURRENT ENROLLMENT
2021-2022 SCHOOL YEAR
March 11, 2022**

Forum	Enrollment
Yellow (K)	24
Orange (1)	24
Red (2/3)	22
Purple (2/3)	24
Green (4/5)	22
White (4/5)	21
Blue (6)	20
Enrollment K-6	157
K-3	94
4-6	63

115 Families

AGREEMENT & MEMORANDUM OF UNDERSTANDING

between

BELLEVUE SANTA-FE CHARTER SCHOOL

and

THE PARENT-TEACHER ORGANIZATION OF

BELLEVUE SANTA-FE CHARTER SCHOOL

PREAMBLE

This Memorandum of Understanding (“MOU”) represents an Agreement between Bellevue Santa-Fe Charter School (“BSFCS”) and the Parent-Teacher Organization of Bellevue Santa-Fe Charter School (“PTO”). This MOU shall establish the parameters of operation, authority of performance, and functional relationship between the parties for the purpose of promoting the best opportunities to positively impact the students, staff, and community of BSFCS through a mutual collaboration of the parties.

PTO DEFINED

PTO is a volunteer organization comprised of, but not limited to the parents/guardians and families of BSFCS students, staff of BSFCS, and PTO-invited community members. PTO may but is not required to establish school community consensus on issues pertaining to the academic, social, and environmental experiences of BSFCS students. PTO may address and advise the BSFCS Governing Board of its recommendations pertaining to proposed, existing, and potential school-wide policies and facilities issues. PTO may operate extra-curricular activity programs, fundraising events, solicitation of donations, and other activities that involve the community and students, as authorized by BSFCS.

PTO is not a standing committee of BSFCS and acts independently from BSFCS and is therefore not subject to the Brown Act. Recommendations made to BSFCS by PTO shall be advisory only unless otherwise specified by BSFCS. The BSFCS Governing Board agenda shall include the PTO Report as a standing agenda item. PTO may request any item to be placed on a BSFCS Governing Board agenda as set forth in the Brown Act.

APPLICATION OF FUNDS RAISED THROUGH DONATIONS DIRECTED TO PTO AND EVENTS ADMINISTERED BY PTO

As a condition of using the name of BSFCS in connection with any fundraiser, activity, or event, PTO shall agree that:

- 1) Donations to PTO or funds raised through events for specific purposes must be approved by BSFCS prior to the event, or prior to the acceptance of donated funds. Such funds shall be distributed to BSFCS in a timely manner for said utilization; and

- 2) General, non-directed donations (PTO excess funds) distributed to BSFCS shall be applied for purposes to be determined at the sole discretion of BSFCS. Such funds shall be distributed to BSFCS in a timely manner for said utilization.

STATUS OF PTO

This MOU does not establish any partnership, joint venture, or other relationship between the parties. PTO is entitled to specific and limited use of BSFCS facilities for activities that have been approved by BSFCS. PTO members, employees, agents, and subcontractors agree that they do not represent themselves as employees of BSFCS, and are therefore not entitled to the rights or benefits afforded to BSFCS employees including, but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employee benefits. Effective February 7, 2022, PTO shall be known as "Bulldog PTO".

PTO shall apply for its own 501(c)(3) federal and California Non-Profit Corporation tax exempt status at the sole expense of PTO no later than May 1, 2022. Such status shall be for purposes of PTO's performance within the community, its solicitation of donations, and its fundraising activities. BSFCS agrees to incorporate PTO within BSFCS's 501(c)(3) status until such time that PTO has been granted its own tax exempt status as an entity separate from BSFCS. PTO shall establish separate banking and investment accounts and shall not co-mingle funds with BSFCS unless otherwise approved by BSFCS.

ADVERTISING

Unless otherwise approved by BSFCS, PTO shall not associate itself with BSFCS through any advertisements or promotions of its programs, other than to identify the program's location, nor shall any assertions of affiliation be made between PTO and BSFCS.

TIME AND PLACE OF ACTIVITY PERFORMANCE

PTO may meet and perform activities, as defined herein, at locations within the school's facilities and at times deemed appropriate by BSFCS, and which comply with the safety requirements of BSFCS and its charter-granting district, San Luis Coastal Unified School District. BSFCS must approve all programs prior to implementation of said activities.

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EVENT LIABILITY INSURANCE

PTO agrees to obtain at the sole expense of PTO a policy of insurance in the amount of no less than Ten Million Dollars (\$10,000,000.00) per claim to cover any negligent acts or omissions committed by PTO or PTO employees, vendors, or agents during any and all events held in any location, whether on or outside BSFCS premises. Said events shall include, but are not limited to fundraising events and student performances administered by PTO with approval of BSFCS,

unless this requirement for insurance for a specific event is waived by BSFCS in writing. A copy of said liability policy shall be submitted to BSFCS prior to the event.

TOOLS, MATERIALS, AND EQUIPMENT

In general, PTO agrees to supply all necessary tools, materials, and equipment required to perform its program activities. However, PTO may be supplied with materials and equipment that are the property of BSFCS for the use and benefit of program participants as approved by BSFCS.

BSFCS will be held harmless and not liable in any way for problems or complications connected with PTO licenses, insurance, taxes, events, or other related matters. PTO agrees that in consideration of permission to use the school facilities, PTO shall assume all risks for loss, defend, indemnify, and hold BSFCS, its officers, agents, and employees, harmless from and against any and all losses, liability, damages, claims, demands, costs, injuries to persons and property that in any way may be caused by PTO, its agents, employees, subcontractors, or vendors' use or occupancy, as well as any and all expenses sustained by it for the acts or omissions or negligence, whether intentional or unintentional, of PTO or of PTO agents or employees in the performance of activities provided under this Agreement.

PTO also agrees to defend, indemnify and hold BSFCS, its officers, staff, employees, and administration, harmless from any and all liability it may incur due to PTO's failure to abide by any applicable law, statute, rule, regulation, or ordinance including but not limited to the following: 1) any intentional or negligent act committed by PTO or PTO agents or employees related to or in the performance of any of the PTO activities provided under this Agreement; 2) any misdemeanor, felony, or infraction committed by PTO or any PTO agents or employees; 3) any breach of any representation or warranty contained in the Agreement; and 4) any determination that that relationship between BSFCS and PTO is other than as set forth herein.

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FACILITY AVAILABILITY

BSFCS agrees to furnish space at the sole discretion of BSFCS on the school premises for use by PTO while performing its activities. PTO agrees to maintain the facilities as clean and safe during the performance of its activities, and to return the facilities to the pre-activity state, including removal of any material, equipment, and props, within the timeline specified by BSFCS following each session. PTO agrees to repair, within thirty (30) days, any damage to BSFCS facilities, equipment, or furnishings resulting from the activities sponsored by PTO.

Events that are sanctioned by BSFCS to be located within school premises, unless otherwise stipulated in writing, are the sole responsibility of PTO and are not associated with BSFCS or to be considered as school-based activities. As such, PTO shall comply with any and all local, state, and federal regulations and requirements set forth for use of the school property, comply with all BSFCS safety protocols, and shall indemnify and hold BSFCS harmless as set forth herein.

STANDARDS AND LEGAL COMPLIANCE OF FACILITY USER AND ITS EMPLOYEES AND SUBCONTRACTORS

PTO agrees that all of its members, employees, and agents shall comply with fingerprinting requirements and pass a criminal background check prior to having direct contact with BSFCS students, and will be subject to and comply with California AB 949 (Ed Code section 45125.1). Records of said required documentation shall be directed to BSFCS and maintained by BSFCS administrative staff. PTO agrees that vendors contracted for events shall comply with any and all BSFCS requirements to maintain the safety of its students.

PTO members and any of its employees, agents, or subcontractors shall comply with all BSFCS rules and policies, and state and federal laws applicable to the program.

PTO may, at PTO expense, use any employees, vendors, agents, or subcontractors as PTO deems necessary to perform the activities of PTO set forth in this Agreement. PTO shall provide documentation required by taxing authorities (California Franchise Tax Board and US Internal Revenue Service Form 1099) of payment by PTO to subcontractors on a yearly basis no later than January 31 of the year immediately following said payment by PTO.

BSFCS may not control, direct, or supervise PTO members, employees, vendors, agents, or subcontractors in the performance of activities permitted by BSFCS and PTO, however, any such individuals must meet the same standards and guidelines set forth herein and comply with the policies of BSFCS and the California Education Code, in regard to maintaining the safety and security of the student clients.

DURATION AND RENEWAL OF AGREEMENT

The term of this Agreement shall commence on March 31, 2022 for a duration of two (2) years with an expiration date of March 31, 2024. This Agreement shall automatically renew for an additional two-year period on the date of expiration, with the same terms and conditions set forth herein unless 1) the Agreement is modified in writing by the parties, in which event, the Agreement as modified shall be renewed; or 2) written notice of non-renewal of the Agreement by either party is provided no less than thirty (30) days prior to the expiration date of the Agreement.

TERMINATION ON NOTICE

Notwithstanding any other provision of the Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. The Agreement may be terminated at will, without explanation or justification, by either party.

NOTICES

Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail via US Postal Service, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the fifth (5th) day after mailing.

ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the parties with respect to PTO activities. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in the Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

MEDIATION

The parties agree to submit any and all disputes arising from this Agreement, or the action of the parties as they relate to this Agreement, to mediation. Mediation is a non-binding process that facilitates resolution to disputes. The process of mediation may be terminated at any time by either party. Mediation does not prevent or limit any party's right to pursue their claims through litigation, in the event that the mediation process does not lead to resolution of the dispute. However, mediation shall be a condition precedent to any party filing a judicial action and a party's pursuit of litigation.

Although the process of mediation is non-binding, any resolution reached by the parties involved shall become binding upon execution of a mediation agreement. All statements and discussion during the mediation process are inadmissible as evidence in any later legal proceeding. The parties acknowledge they have read and understand the provisions of Evidence Code sections 1115 through 1128. However, pursuant to Evidence Code section 1120, evidence otherwise obtained or available does not become inadmissible because it has been demonstrated or discussed during the mediation process. Pursuant to Evidence Code sections 118, 1123, and 1124, a settlement agreement made in connection with the mediation is not inadmissible if made in compliance with the applicable sections.

Should any party attempt to subpoena or otherwise compel the mediator to disclose or provide testimony or evidence obtained during or related to the mediation process, that party shall be responsible to pay the reasonable attorney fees and costs of the mediator pursuant to Evidence Code section 1127.

ATTORNEY FEES

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the arbitrator or the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Avila Beach, California on _____, 2022.

Bellevue Santa- Fe Charter School

Bellevue Santa-Fe Charter School PTO

Julie Turk
Principal

Victoria Cheatwood
President

**GOVERNING BOARD ACTIONS:
PARENT REPRESENTATIVE ELECTION and
COMMUNITY MEMBER INVITATION**

DATE

- 3/17/22 **1. Agendize Board vacancies for Parent Representative and/or Community Member** – Governing Board will agendize Community Member review for Discussion/Action for GB meeting (if applicable).
*there is one parent representative opening for the 2022-24 term
- _____ **2. Advertise for candidates for Parent Representative/Community Member**
Governing Board issues a call for candidacy and outlines method for submitting statements.
Governing Board will agendize candidate statements and the Community Member (if applicable) position for Discussion/Action for GB meeting.
- _____ **3. Parent Representative and /or Community Member statements published to community.**
- _____ **4. Agendize statements** – candidates for Parent Representative and Community Member candidates share statements.
GB discussion/action, vote and issuance of invitation to Community Member.
- _____ **5. Parent Representative Election**
Polls will be open on site.
Each BSFCS family is afforded one vote per Parent Rep. opening.
Candidates will be notified of election results ASAP and results will be posted at the school.
- _____ **6. Governing Board Ratification** - Ratify Parent Representative election results.
- _____ **7. New Governing Board member orientation**

* New Governing Board Member takes office July 1

SCHOOL ATTENDANCE POLICY

Regular punctual school attendance in a public school is not only an expectation, but is the law in the state of California. Students enrolled in a public school are mandated, through their parents, to comply with California Education Codes for attendance. In addition to legislated requirements, the standards set forth by BSFCS expect that students arrive promptly and are prepared for class on a daily basis. The charter school is a school of choice and enjoys educational flexibility; however, such flexibility does not extend to an ability or desire to modify California law. BSFCS is, therefore, bound by the same state law as other public schools regarding school attendance.

Excused Absences: Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board (State Board of Education) policy and (California State) administration regulations. An excused absence entitles students the opportunity to make up missed tests and assignments that may be reasonably provided by the classroom teacher within a reasonable amount of time as determined by the classroom teacher for full credit. It is the teacher's discretion to determine the reasonably equivalent assignments (not necessarily identical). [Education Code 46010, 48216, 48205]. *BSFCS notes that much of the school's project-based curriculum is designed for a collaborative social context in the classroom that is difficult to replicate outside of school.*

Truancy: Any student who is absent from school without a valid excuse for three full days in one school year or tardy or absent for more than any 30-minute-period during the school day without a valid excuse on three occasions in one school year, or any combination thereof, is truant and shall be reported to the administration. [E.C. 48260 (a)] **BSFCS begins school promptly at 8:30. If a student will be absent, the parent/guardian should notify the front office via phone call or email.** BSFCS may send the **first truancy notification** to the parent/guardian after the above qualifications have been met.

BSFCS may send the **second truancy notification** to a parent/guardian upon second notification of truancy to the administration on the fourth absence from school without a valid excuse or tardy or absence for more than any 30 minute period during the school day without a valid excuse. BSFCS will make a conscientious effort to hold at least **one conference** with the parent/guardian of the student. [E.C. 48261]

A student is deemed a **habitual truant** if reported as truant three or more times per school year and BSFCS has made a conscientious effort to hold at least one conference. **BSFCS may send the third truancy notification to the parent/guardian for habitual truancy.** [E.C. 48262]

Any student who has had absences due to illness that have been verified equal to or surpassing 10% of the school days to date or of the total school days for the current academic year, must obtain written verification from a medical

expert in the related field of the illness. Failure to provide verification will result in those additional absences as being unexcused.

Truancy Mandates & Penalties: Any parent/guardian who fails to ensure his/her student's attendance in school, unless excused or exempted, is guilty of an infraction and can be sanctioned by a court. If any minor student is deemed to be a habitual truant, or is irregular in school attendance, as defined above, or is habitually insubordinate or disorderly during school attendance at school, the student may be referred to a School Attendance Review Board (SARB). [E.C. 48263] A SARB referral consists of a hearing that includes the parent/guardians of the minor. The goal of SARB is to keep students in school and provide a meaningful education experience. SARB does have the power, when necessary, to refer students to Community School or to refer parents/guardians to the County Truancy Board or directly to the District Attorney.

Site Actions:

The BSFCS Governing Board commits itself to the following course of action in order to ensure an effective learning environment for each student and to maintain the fiscal viability of the school:

- The school hours and the importance of regular, punctual school attendance shall be communicated to each family.
- Staff shall carefully maintain a record of all absences, tardies, and the reasons why they occur and follow the outlined actions above for notification, parent/guardian conference, and SARB referral.
- In addition, a Student Success Team meeting may be held for students/parents/guardians to assess the causes of the attendance problem and to develop a plan to improve the student's attendance for the following conditions:

Excessive absences (30-minute-periods or more of missed instruction) – 10 or more days;
Excessive general tardiness (arrival after 8:30 am) – 15 or more days.

- If excessive absences continue, the administration will confer with parents/guardians regarding BSFCS as the school of choice.

GB approved 11/29/18

**BELLEVEUE-SANTA FE CHARTER SCHOOL
Governing Board Calendar – 2021-22**

<p align="center">JULY</p>	<p align="center">AUGUST 19, 2021</p> <p><u>Open Session 4:00</u> <u>Information:</u> 45 Day Budget Revise BSCS COVID Precautions 2021-22</p> <p><u>Discussion:</u> Uniform Complaint Procedure Appoint GB Officers GB Calendar GB Declaration</p> <p><u>Action:</u> Uniform Complaint Procedure Appoint GB Officers GB Calendar</p>	<p align="center">SEPTEMBER 16, 2021</p> <p><u>Open Session: 4:00</u> <u>Information:</u> CAASPP Report Public Hearing: Instructional Materials Sufficiency</p> <p><u>Discussion:</u> Governing Board Goals Appoint GB Officers</p> <p><u>Action:</u> 2020-21 Unaudited Actuals Report Appoint GB Officers Instructional Materials Sufficiency</p> <p><u>Consent Agenda:</u> Approval of Overnight Fieldtrip</p>	<p align="center">OCTOBER 21, 2021</p> <p><u>Closed Session 3:30</u> <u>Open Session: 4:00</u> <u>Discussion:</u> Independent Study Policy (1st reading) Anaphylaxis Policy (1st reading) Afterschool Care</p> <p><u>Action:</u> Independent Study Policy (1st reading) Anaphylaxis Policy (1st reading)</p>
<p align="center">NOVEMBER 18, 2021</p> <p><u>Open Session 4:00</u> <u>Public Hearing:</u> Educator Effectiveness Block Grant (EEBG)</p> <p><u>Discussion:</u> First Interim Budget Report PTO MOU Committee Independent Study Policy (2nd reading) Racial Balance Outreach Policy (1st reading) Admissions Policy (1st reading) Parking</p> <p><u>Action:</u> First Interim Budget Report PTO MOU Committee Independent Study Policy (2nd reading) Racial Balance Outreach Policy (1st reading) Admissions Policy (1st reading)</p>	<p align="center">DECEMBER 9, 2021</p> <p><u>Closed Session 3:30</u> <u>Open Session 4:00</u> <u>Discussion:</u> 2022-23 Instructional Calendar (1st reading)</p> <p><u>Action:</u> Substitute pay rate Educator Effectiveness Block Grant (EEBG) Substitute pay rate Racial Balance Outreach Policy</p>	<p align="center">JANUARY 27, 2022</p> <p><u>Closed Session 4:00</u> <u>Open Session 4:15</u> <u>LCAP Town Hall 4:45</u></p> <p><u>Information:</u> Statement of Economic Interest</p> <p><u>Discussion:</u> 2022-23 Instructional Calendar (2nd reading) School Accountability Report Card (SARC) Teacher Compensation for Extra Duty</p> <p><u>Action:</u> 2022-23 Instructional Calendar (2nd reading) School Accountability Report Card (SARC) Teacher Compensation for Extra Duty</p> <p><u>Consent Agenda:</u> Approval of 6th Grade Overnight Fieldtrip</p>	<p align="center">FEBRUARY 17, 2022</p> <p><u>N/A - Special Governing Board meeting:</u> Annual Gov. Board/Staff joint meeting</p> <p><u>Open Session: 4:00</u> <u>Information:</u> Supplement to 2021/22 LCAP Annual Update Update to LCAP Budget Overview</p> <p><u>Discussion:</u> 2022-23 Instructional Calendar (3rd reading) 2nd Interim Budget Report Student Use of Technology Policy (1st reading) Dress Code Policy (1st reading) Kindergarten Schedule PTO MOU</p> <p><u>Action:</u> 2022-23 Instructional Calendar (3rd reading) 2nd Interim Budget Report Student Use of Technology Policy (1st reading) Dress Code Policy (1st reading) PTO MOU</p> <p><u>Consent Agenda:</u> Annual Financial Audit</p>
<p align="center">MARCH 17, 2022</p> <p><u>Open Session 4:00</u> <u>Information:</u> State Budget Projections</p> <p><u>Discussion:</u> PTO MOU GB Election Process Attendance Policy (1st reading) Paraeducator Funding</p> <p><u>Action:</u> PTO MOU GB Election Process Attendance Policy (1st reading)</p>	<p align="center">APRIL 21, 2022</p> <p align="center"><u>ANNUAL TOWN HALL MEETING</u></p> <p><u>Open Session 4:00</u> <u>Information:</u> Curriculum and Instruction: • Mid-year Report Governing Board Candidate Statements</p> <p><u>Discussion:</u></p> <p><u>Action:</u></p>	<p align="center">MAY 19, 2022</p> <p><u>Open Session 4:00</u> <u>Public Hearing:</u> 2022-2023 Proposed Budget and Local Control Accountability Plan (LCAP)</p> <p><u>Information:</u></p> <p><u>Discussion:</u> 2022-2023 Budget Review Governing Board Goals</p> <p><u>Action:</u> GB Election – ratify results</p>	<p align="center">JUNE 2, 2022</p> <p><u>Open Session 4:00</u> <u>Information:</u> Curriculum and Instruction: Year end report GB self-assessment</p> <p><u>Discussion:</u> 2022-2023 Budget Adoption 2022-2023 LCAP Adoption Personnel Handbook</p> <p><u>Action:</u> 2022-2023 Budget Adoption 2022-2023 LCAP Adoption Personnel Handbook</p>