

2020-2021

BELMONT-REDWOOD SHORES SCHOOL DISTRICT\*  
RESOLUTION #7

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE BELMONT-REDWOOD SHORES SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2020-21 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF SAN MATEO COUNTY TO ISSUE SAID NOTES**

**WHEREAS**, pursuant to Sections 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing" on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to use and expend moneys, including but not limited to, current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the school district; and

**WHEREAS**, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of schools of which has jurisdiction over such school district, as soon as possible following the receipt of a resolution of the governing board of such school district requesting the borrowing; and

**WHEREAS**, the County Superintendent of Schools (the "County Superintendent") of San Mateo County (the "County") has jurisdiction over the Belmont-Redwood Shores School District (the "District"), and this Board of Trustees (the "Board"), being the governing board of the District, hereby requests the borrowing of not-to-exceed Thirty Five Million Dollars (\$35,000,000) at an interest rate not to exceed the maximum rate allowed by law, through the issuance by the Board of Supervisors of the County (the "County Board") of 2020-21 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

**WHEREAS**, such Notes shall be made payable no later than thirteen months after the date of delivery thereof; and

**WHEREAS**, pursuant to Section 53856 of the Act, the District may pledge to the payment of the Notes any taxes, income, revenue (including but not limited to, revenue from State and federal governments), cash receipts or other moneys, including moneys deposited in inactive or term deposits (but excepting moneys encumbered for a special purpose); and this Resolution specifies that certain of such revenues which will be received by the District for the General Fund thereof shall be pledged for the payment of the Notes; and

**WHEREAS**, the Notes shall be a general obligation of the District, and, to the extent not paid from the Unrestricted Revenues (defined herein) pledged for the payment thereof, shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act, and shall not in any way be payable from County moneys; and

**WHEREAS**, the Notes shall be in denominations of \$100,000 principal amount, or any denomination in excess thereof, as permitted by Section 53854 of the Act; and the Note shall further be issued on a date to be designated pursuant to the Note Purchase Contract (as defined herein), and shall be in the form and executed in the manner prescribed in this Resolution, and the resolution of the County Board relating to the Notes (the "County Resolution), all as permitted and required by Section 53853 of the Act; and

**WHEREAS**, the Board has found and determined that said \$35,000,000 maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2020-21, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

**WHEREAS**, the Notes will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the

period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Internal Revenue Code of 1986, as amended (the "Code");

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE BELMONT-REDWOOD SHORES SCHOOL DISTRICT HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Authorization of Issuance of Notes; Terms Thereof; Paying Agent.** The Board hereby requests the County Board to issue, in the name of the District, an amount not-to-exceed \$35,000,000 principal amount of Notes under the Act, designated "Belmont-Redwood Shores School District (San Mateo County, California) 2020-21 Tax and Revenue Anticipation Notes." The Notes are authorized to be issued in one or more series of federally taxable or tax-exempt Notes, with appropriate series designation, numbered from 1 consecutively upward in order of issuance, and in the denominations of \$100,000 principal amount or any denomination in excess thereof. The Notes shall be dated the date of delivery thereof; shall mature (with or without option of prior redemption, as set forth in the Note Purchase Contract) on a day (or days, if more than one series of Notes is issued) in which banks in New York or California are open for business and no later than thirteen months after the date of issuance; and shall bear interest, payable on or before maturity and computed on a 30-day month/360-day year basis, at the per annum rate or rates set forth in the Note Purchase Contract relating for the Notes (the "Note Purchase Contract"), by and among the County, the District and original purchaser named therein (the "Purchaser") but not in excess of the maximum rate allowed by law.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America at the principal corporate office of The Bank of New York Mellon Trust Company, N.A., acting as paying agent, authentication agent, transfer agent and registrar for the Notes (the "Paying Agent"). For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

**Section 2. Form of Notes.** The Notes shall be issued in substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes shall be initially registered in the name of the initial purchaser thereof, and shall be evidenced by one or more note certificates, in the full principal amount of the Notes. There shall be attached to each Note, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, respecting the validity of said Notes.

**Section 3. Deposit of Note Proceeds; No Arbitrage.** The moneys so borrowed shall be deposited in the General Fund of the District. The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds."

**Section 4. Payment of Notes.**

(A) **Source of Payment.** The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose), as provided in Section 53856 of the Act, and which are generally available for the payment of current expenses and other obligations of the District (collectively, the "Unrestricted Revenues").

To the extent the Notes mature during the fiscal year succeeding fiscal year 2020-21, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to fiscal year 2020-21, and such accrued revenues are hereby determined to be accrued to the District's 2020-21 fiscal year, and are further determined to be lawfully available to pay the principal of and interest on the Notes.

The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Unrestricted Revenues pledged to the repayment thereof described herein, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District hereby pledges such Unrestricted Revenues as may be identified in the Purchase Contract (such pledged amounts being hereinafter called the "Pledged Revenues"). The Pledged Revenues shall be deposited by the District into the Repayment Fund (defined herein) on the date or dates specified in the Purchase Contract.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient Unrestricted Revenues received by the District to permit the deposit into the Repayment Fund, of the full amount of Pledged Revenues to be deposited from such Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for repayment of the Notes and the interest thereon.

(C) Covenant Regarding Additional Short-term Borrowing. The District hereby covenants and warrants that, while provision for the payment of principal and interest on the Notes has not been made, the District will not request the County Treasurer-Tax Collector (the "Treasurer") to make temporary transfers of funds in the custody of the Treasurer to meet any obligations of the District pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be held in a special fund designated as the "Belmont-Redwood Shores School District, 2020-21 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. The Treasurer shall direct the moneys in the Repayment Fund to be invested as provided in Section 4(E) of this Resolution. Any moneys accounted for in the Repayment Fund shall be for the benefit of the owners of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues accounted for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys accounted for in the Repayment Fund shall be invested by the County in any one or more investments generally permitted for investment by school districts under the laws of the State of California, consistent with the investment policy of the County, this Resolution and the County Resolution.

**Section 5. Execution of Notes.** The District hereby requests the Chair of the County Board to sign the Notes manually or by facsimile signature; the Treasurer to sign the Notes manually or by facsimile signature; the Clerk of the County Board (the "Clerk") to countersign the Notes manually or by facsimile signature; and said officers to cause the blank spaces thereof to be filled in as may be appropriate. Subject to the provisions of the County Resolution, the District also authorizes the Paying Agent to manually authenticate the Notes. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit hereunder unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has

been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**Section 6. Reserved.**

**Section 7. Approval of Note Purchase Contract.** The Board hereby approves the sale of the Notes via private placement. The form of Note Purchase Contract for the Notes, by and among the District, the County and the Purchaser, substantially in the form on file with the Secretary to the Board, is hereby approved. The Authorized Officers, each alone, are hereby authorized to execute and deliver the Note Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed that authorized by law. The Authorized Officers are hereby further authorized to determine the maximum principal amount of Notes to be specified in the Note Purchase Contract, up to \$35,000,000 and to enter into and execute the Note Purchase Contract with the Purchaser and the County, if the conditions set forth in this Resolution and the County Resolution are satisfied. The terms of this Resolution may be amended by the Purchase Contract.

**Section 8. Delivery of Notes.** The proper officers of the County Board are hereby requested to deliver the Notes to the Purchaser. All actions heretofore taken by the officers and agents of the Board, including the Authorized Officers or their designees, with respect to the Notes are hereby approved, confirmed and ratified.

**Section 9. Proceeds of Notes Conditionally Pledged; Investment of Note Proceeds.** Notwithstanding anything to the contrary contained herein, the proceeds of the Notes shall, prior to their expenditure by the District, be pledged to the payment of the Notes in the event and to the extent sufficient Pledged Revenues of the District and other legally available revenues are not deposited into the Repayment Fund. Proceeds of the Notes shall be invested by the County in any one or more investments generally permitted for investment by school districts under the laws of the State of California, consistent with the investment policy of the County, this Resolution and the County Resolution.

**Section 10. Transmittal of Resolution.** The Superintendent or a designee of the District is hereby directed to send a certified copy of this Resolution to the County Board, the Treasurer and the County Superintendent.

**Section 11. Indemnification.** In connection with the issuance of the Notes on behalf of the District, the District hereby agrees to indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of the sale, issuance and delivery of the Notes in accordance herewith and with the District Resolution. The District further agrees to reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 12. Further Actions Authorized.**

(A) Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby designated as Bond Counsel to the District, and California Financial Services is hereby appointed as Municipal Advisor to the District, each in connection with the Notes.

(B) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Notes and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved. It is hereby covenanted that the Board and its appropriate officials will cause the County, to take all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them for carrying out the provisions of this Resolution.

(C) The provisions of this resolution as they relate to the terms of the Notes may be amended by the Note Purchase Contract.

Regularly Passed And Accepted This 4th Day of February, 2021.

AYES AND IN FAVOR OF RESOLUTION:

NOES AND AGAINST RESOLUTION:

*Arnyko*

*Samuel Phibbs*

*Jim Howard*

*RAZ*

*Swarna Bhopale*

ABSTENTIONS:

ABSENT:

*Jim Howard*

By: \_\_\_\_\_  
Clerk, Board of Trustees  
Belmont-Redwood Shores School District

SECRETARY'S CERTIFICATE

I, Dan Deguara, Secretary to the Board of Trustees of the Belmont-Redwood Shores School District, San Mateo County, California, hereby certify as follows:

The following is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and legally held at the special meeting place thereof on February 4, 2021, of which meeting all of the members of the Board of Trustees of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in the Superintendent's office and the foregoing is a full, true and correct copy of the original regulation adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: February 4, 2021

By: Jim Howard  
Secretary to the Board of Trustees  
Belmont-Redwood Shores School District

EXHIBIT A  
FORM OF NOTE

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE OWNER OF THIS NOTE ACKNOWLEDGES AND AGREES THAT THIS NOTE MAY ONLY BE TRANSFERRED UPON SATISFACTION OF APPLICABLE TRANSFER RESTRICTIONS, INCLUDING THE DELIVERY TO THE PAYING AGENT OF AN INVESTOR LETTER, AND SUBJECT TO THE LIMITATION THAT THE TRANSFER OF THE NOTE SHALL NOT CAUSE THE NUMBER OF OWNERS OF THE NOTES TO EXCEED THIRTY FIVE. ANY TRANSFER OF THIS BOND IN VIOLATION OF APPLICABLE TRANSFER RESTRICTIONS SHALL BE VOID AND OF NO EFFECT**

REGISTERED  
No. \_\_\_

REGISTERED  
\$

BELMONT-REDWOOD SHORES SCHOOL DISTRICT  
SAN MATEO COUNTY, STATE OF CALIFORNIA  
2020-21 TAX AND REVENUE ANTICIPATION NOTE

<u>Rate of Interest:</u>	<u>Note Date:</u>	<u>Maturity Date:</u>	<u>CUSIP:</u>
___%	_____, 2021	_____, 2021	

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

FOR VALUE RECEIVED, the Belmont-Redwood Shores School District (the "District"), San Mateo County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the corporate trust office of the Paying Agent, the Principal Amount specified above in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), in like lawful money of the United States of America from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the Registered Owner fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of San Mateo County (the "County") duly passed and adopted on February 23, 2021 and a Resolution of the Board of Trustees of the District duly passed and adopted on February 4, 2021, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note

have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose), received in or accrued to fiscal year 2020-21, and which are generally available for the payment of current expenses and other obligations of the District (the "Unrestricted Revenues"). As security for the payment of the principal of and interest on the Notes the District has pledged an amount equal to (i) \_\_\_ percent (\_\_\_%) of the principal of and interest due on the Notes from the first Unrestricted Revenues received by the District in the month ending \_\_\_\_\_, 2021 and (ii) \_\_\_ percent (\_\_\_%) of the principal of and interest due on the Notes from the first Unrestricted Revenues received by the District in the month ending \_\_\_\_\_, 2021 (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Notes and the interest thereon shall constitute a first lien and charge on such Pledged Revenues, and shall be payable therefrom, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except that this Note shall not be transferred or exchanged later than the 15th day prior to the maturity date hereof. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County, District nor the Paying Agent shall be affected by any notice to the contrary.



IN WITNESS WHEREOF, San Mateo County has caused this Belmont-Redwood Shores School District, San Mateo County, State of California, 2020-21 Tax and Revenue Anticipation Note to be executed by the Chair of its Board of Supervisors and by the Treasurer-Tax Collector by manual or facsimile signature and countersigned by the Clerk of the Board of Supervisors by manual signature and has caused a facsimile of its official seal to be printed hereon this \_\_\_ day of \_\_\_\_\_, 2021.

SAN MATEO COUNTY

By: \_\_\_\_\_ [Facsimile Signature]  
Chair of the Board of Supervisors

By: \_\_\_\_\_ [Facsimile Signature]  
Treasurer-Tax Collector

Countersigned

By: Jim Howard  
[Signature]  
Clerk of the Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**


This bond is one of the bonds described in the Resolutions referred to herein which has been authenticated and registered on \_\_\_\_\_, 2021.

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Paying Agent

By: \_\_\_\_\_  
Authorized Signatory

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

 [Facsimile Signature]

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Superintendent, Belmont-Redwood Shores  
School District

**BELMONT-REDWOOD SHORES SCHOOL DISTRICT  
CONDITIONAL CONTRACT FOR EMPLOYMENT FOR CERTIFICATED  
EMPLOYEE**

This Contract for Employment (“Contract”) is made between the Belmont-Redwood Shores School District (“District”) and **DIANE LATTANZIO** (“Employee”) as of the effective date indicated below:

**1. Employment:** District offers to Employee and Employee accepts employment in the certificated service of the District under the terms and conditions stated herein.

*Position/Title:* **DISTRICT NURSE**

**2. Classification:** Employee is classified as follows, subject to verification of credentials by District:

- Permanent
- Probationary
- Temporary (check one):
  - Categorical or Contract Program (EC § 44909)
  - Long Term Substitute (EC § 44917)
  - Short-Term Temporary (EC § 44919)
  - Temporary Replacement (EC § 44920 and 44986)
  - First Semester High School Teacher (EC § 44921)
  - Retired Temporary Employee (EC § 24216.5, 24216.6)

**3. Term:** The term of this Contract is from:

**FEBRUARY 8, 2021 TO JUNE 11, 2021**

**4. Hours of Service:** Employee shall serve (check one):

- Full-time
- Part-time

**5. Termination:** This Contract may be terminated for the following reasons:

a. Resignation by Employee. It is understood that the District Superintendent has the authority to receive and accept resignations.

b. Retirement by Employee.

c. Abandonment of position by Employee.

d. Termination of employment due to layoff (Ed. Code § 44955).

e. Termination of probationary employment due to non-reelection (Ed. Code § 44929.21).

f. Termination of temporary employment at the will of the Governing Board at any time prior to Employee’s serving 75% of the school year (Ed. Code § 44954(a)).

Note: Temporary employees serve at the will of the Governing Board and may be dismissed at any time prior to serving 75% of the school year (EC § 44954(a)).

g. Termination for cause by the District (Ed. Code § 44932, 44948.3 or 44948.5).

h. Failure to Obtain or renew a credential, certificate or authorization required by this Contract and the Commission on Teacher Credentialing. (CTC)

i. Failure to take or pass CBEST or any other proficiency test required by this Contract or District policy.

- j. Termination by the District for any other reason authorized by law.

**6. Credentials/Authorizations:**

a. This employment agreement is expressly conditioned upon Employee's possession of the following valid California Teaching Credential(s), Certificate(s) and/or Authorization(s):

Type of Credential/Certificate/Authorization:  
School Nurse Services Credential -Clear

Expires:  
12/1/2025

b. Unless expressly stated otherwise herein, Employee must possess, at the time of first paid service, the valid California credential(s)/certificate(s)/authorization(s) stated above. Employee shall provide verification to District of credentials/certificate(s)/authorizations within 30 days from the date of Employee's acceptance of offer of employment under this Contract. Employee shall also file his/her credentials with the County Superintendent of Schools and all other appropriate agencies.

c. Employee shall immediately inform the District of any changes in existing credentials or the acquisition of new or additional credentials. Employee shall take and pass all examinations and continuing education courses that are now or may be required for renewal of each credential/authorization. Failure to maintain a credential/authorization or to complete a credential/authorization required by this agreement may be treated by the District, at its sole discretion, as a material breach of this Contract and grounds for Employee's dismissal.

d. The parties expressly agree that Employee must take and pass the CBEST or its equivalent as defined by the CTC. No employment under this Contract may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test, unless otherwise excused by the District. In the event that either has occurred, this Contract shall automatically terminate.

e. Employee may be required to take and pass CLAD or BCLAD as a condition of employment or continuing employment. Failure to obtain a CLAD or BCLAD certificate may be grounds for the non-renewal of Employee's Contract and may affect Employee's bumping rights in the event of District layoffs.

f. The District has the right to assign Employee to any position and/or adjunct duties for which Employee is qualified subject to the terms and conditions within the District's Bargaining Agreement.

**7. Health Screening:** Prior to rendering service under this Contract, Employee shall provide District with evidence of tuberculosis testing (EC § 49406) or any other health screening required by District policy.

**8. Compensation:** Employee will be compensated for services in accordance with applicable District policies and collective bargaining contracts. Initial placement and compensation are determined by the District salary schedule. It is Employee's responsibility to provide District with evidence of entitlement to specific placement on the salary schedule. In the event that Employee is erroneously overpaid by District, regardless of cause, District shall have the right to recover excess payments, in whole or in part, by adjustment of further payments due

to Employee within the same fiscal year as the overpayment. The District may take deductions from Employee's salary for retirement, income tax and any other purpose required by law.

***\*Placement Approximately 1D NOT TO EXCEED \$29,500 or the allowable CalSTRS 2020-2021 earning limit for retirees, whichever is less (Based on years of experience and units above Bachelor's degree) Employee is responsible for confirming CalSTRS earnings to date.***

*Additional degree stipends: N/A*

*Salary Schedule placement, pending official verification of experience and semester units.*

*\*Pro-rated for days worked based on a start date of February 8, 2021*

**9. Coaching/Extracurricular Assignments:** Employee acknowledges that Employee's employment with the District is expressly subject to Employee's performance of the following coaching and/or extracurricular assignments:

Assignment: N/A

Employee's refusal to accept such duties, unless waived in writing by the District Superintendent or designee, may be treated by District, at its sole discretion, as a material breach of this Contract and grounds for termination. Compensation for coaching/extracurricular assignments will be in accordance with applicable collective bargaining contracts or District policies. These duties do not establish entitlement to an assignment under Education Code section 44923. Nothing in this section shall obligate the District to continue to assign Employee to coaching or extracurricular assignments beyond the term of this Contract.

**10. Adherence to Laws, Regulations and District Policies:** Employee agrees that he/she will adhere to all applicable laws of the United States and State of California, the regulations of the California State Board of Education, the regulations, policies and directives of the District, and all lawful directives of Employee's supervisors.

**11. Offer of Employment:** This Contract constitutes an offer of employment only and confers no legal or equitable rights until and unless the District Governing Board, at a lawfully conducted public meeting, approves it. Additionally, this offer of employment is made subject to the laws of the State of California, including the California fingerprint and medical clearance laws, the rules and regulations of the State Board of Education, negotiated collective bargaining agreements and policies of the District Governing Board, as are now in effect and as may hereafter be added, deleted, or amended, the same as though they had been expressly set forth herein, all of which are by reference made a part of the terms and conditions of this offer of employment as though fully set forth herein. If Employee fails to return a signed copy of this Contract to District within ten (10) working days after delivery to Employee, the District's offer of employment is deemed revoked.

**12. Address:** Employee shall at all times keep on file with District his/her current address and telephone number.

**13. Work Year:** The work year for a certificated employee is based on the terms of Belmont-Redwood Shores Faculty Association contract. New teachers **work 187 days** per school year, returning teachers **work 185 days** per school year; Speech and Language teachers **work 191 days** per school year. **For SLPs**, six of these days may be scheduled in a least half day increments upon mutual agreement between employee and supervisor. School Psychologists **work 200 days** per school year.

## ACCEPTANCE

I accept the above offer of employment under the terms and conditions stated in this Agreement.

I expressly represent as follows:

1. I am not now under contract to any other school district or public school entity in the State of California, except as set forth by a memorandum attached to this Contract.

2. I understand that if I refuse to fulfill this Contract of Employment or leave District service without the consent of the District Superintendent or Governing Board before the end of the contract term, the District may file a report with the Commission on Teacher Credentialing and the Commission may take adverse action against my credential(s) pursuant to Education Code section 44420.

3. I hold and have on file with the County Superintendent of Schools the following valid California teaching credentials or documents allowing me to teach in public schools in California: (list credentials, certificates and authorizations)

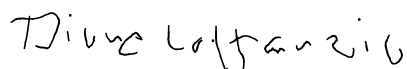
Type of Credential/Certificate/Authorization:

Expires:

School Nurse Services Credential -Clear

12/1/2025

Date: 2/1/2021



\_\_\_\_\_  
Diane Lattanzio  
1910 Mount Vernon Court  
Mountain View, CA 94040

A District representative met with employee on January 26, 2021 to review proposed Contract before being presented to the board. The employee has acknowledged that the Board has final approval.



\_\_\_\_\_  
Julie Eastburn  
Director, Human Resources & Administrative Services

## APPROVAL BY DISTRICT

This Agreement was hereby approved by the Board of Trustees of the Belmont-Redwood Shores School District on February 4, 2021 and shall be effective as of February 8, 2021.



\_\_\_\_\_  
Date

\_\_\_\_\_  
President