

#### **AGENDA**

# REGULAR MEETING OF THE BOARD OF TRUSTEES BUCKEYE UNION SCHOOL DISTRICT

#### **DISTRICT VISION STATEMENT**

Working together with families, the community, and a highly qualified staff, the Buckeye Union School District ensures that each student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, February 5, 2020 Room: District Office Board Room

Closed Session -6:00 p.m. Open Session - 7:00 p.m.

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. ADJOURN TO CLOSED SESSION
  - 1. Conference with District Negotiators Superintendent Dr. David Roth and Assistant Superintendent Jackie McHaney in reference to negotiations with the Buckeye Teachers' Association (BTA)
  - 2. Public Employee Discipline/Dismissal/Release (Govt.Code Section 54957)
  - 3. Student Discipline (Education Code Section 35146)
- IV. RECONVENE INTO OPEN SESSION & FLAG SALUTE
- V. ROLL CALL

- VI. APPROVAL OF AGENDA
- VII. PUBLIC COMMENTS

#### VIII. PRESENTATIONS:

- 1. Camerado Springs Student Presentation: Crista Gomez, President, and Erin Gardner, Vice President
- 2. Blue Oak Elementary School Employee of the Year/School Showcase Classified: Karen Vargas School Showcase: Target Collaboration

Rachelle Ball, Principal

3. Demographics Study

Ken Reynolds, School Works

4. I-Day Update

Patty Randolph, Director of Curriculum

5. Illuminate Presentation

Patty Randolph, Director of Curriculum

- IX. REPORTS AND REQUESTS FROM BOARD MEMBERS
- X. SUPERINTENDENT REPORT
- XI. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. If items are pulled for discussion, a separate vote will occur on the item(s). The Superintendent and staff recommend approval of all Consent Agenda items.

- 1. Minutes of the Regular Meeting, December 18, 2019
- 2. Quarterly Report on Williams Complaints- January 2020
- 3. Memorandum of Understanding with Big Brothers Big Sisters of Northern Sierra and the Buckeye Union School District, January 15, 2020, through June 1, 2022.
- 4. Investment Portfolio Report- Quarter Ending December 31,2019

#### XII. REVIEW & ACTION ITEMS

- 1. Update of 2019 ESSA Federal Addendum to the Local Control and Accountability Plan
- 2. Approve Resolution No. 20-01 Re: Final Settlement Agreement Relating to Terminating Special Tax Levied by CFD No. 1 of the El Dorado Schools Financing Authority and Future Dissolution of CFD No. 1.
- 3. Second Reading of the Following California School Boards Association (CSBA) recommended Administrative Regulations (AR)
  - AR1330 Use of Facilities
  - AR5113 Absences and Excuses
  - AR5113.1 Chronic Absence and Truancy

#### XIII. NEXT MEETING

- Next Meeting, February 19, 2020, at 7 p.m.
- EDCSBA Awards Dinner, March 30, 2020, at 5:30 p.m. Cold Springs Country Club

#### XIV. ADJOURNMENT

Any writings or documents that are public records and are provided to a majority of the governing board regarding an Open session item on this agenda will be made available for public inspection in the District Office located at 5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762 during normal business hours. Individuals who require special accommodation (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date.

5049 Robert J Mathews Parkway El Dorado Hills, CA 95762 530.677.2261

> David Roth, Ph.D Superintendent

BUCKEYE UNION
SCHOOL DISTRICT
DEMOGRAPHIC STUDY 2019/20

December 2019



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#### **Introduction**

This Demographic Study provides a comprehensive enrollment analysis for the Buckeye Union School District. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long- and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates, and housing development. They are also used as a tool to identify certain facility planning requirements such as capacity, utilization of existing facilities, planning for modernization or new construction, and attendance boundary redistricting. This Study provides information based on the 2019/20 District enrollments and programs, local planning policies and residential development. As these factors change and timelines are adjusted, the Demographic Study should be revised to reflect the most current information.

#### **Executive Summary**

Buckeye Union School District includes five (5) elementary schools, two (2) middle schools, one (1) K-8 Charter Montessori school, and one (1) Mandarin Immersion Charter school program. Buckeye Union School District has experienced a mostly stable enrollment over the past 10 years from an enrollment of 4,715 students during the 2010/11 school year to a current enrollment of 4,657 students.

Buckeye Union School District is projected to decline in enrollment by 0.11% (or 5 students) for the 2020/21 school year. The District is projected to grow overall the next six (6) years, with a projected enrollment of 4,948 students in the 2025/26 school year. This is a total growth of 291 students, which is an increase of 6.25%.

Future impacts from new housing development is predicated upon information provided by local municipalities on the development of 2,076 housing units over the next six (6) years. If the building rates increase or decrease, then the timeline shown in this Study will need to be modified accordingly. These projected new developments in the District's boundary are expected to generate 39 students next year, or a total of 756 students in the next six (6) years.

Based on current District loading standards and classroom space, the District has a net classroom capacity of 6,440 students, and a current enrollment of 4,657. This gives the District a current utilization factor of 72.3%. The projected utilization factor in six (6) years will be 76.8%. This assumes loading standards remain constant and no additional facilities are built or removed.

These projections assume the transfers between schools remain consistent. If changes in facilities, schedules, programs or policies are made, then the patterns may be impacted.



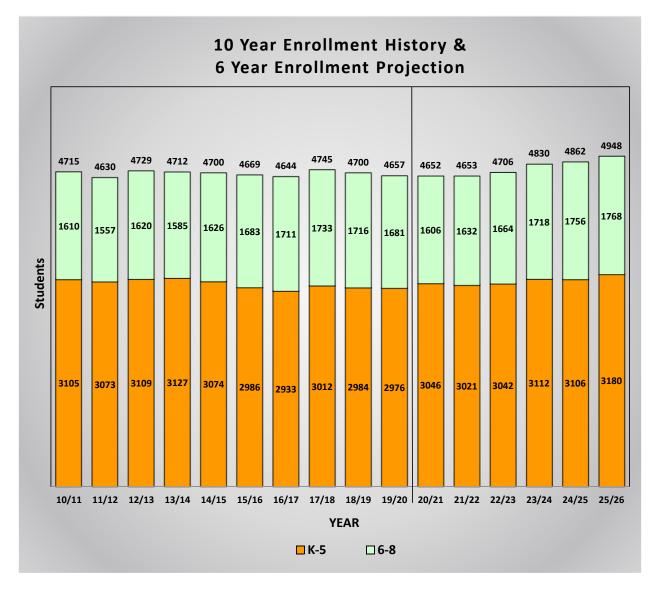
#### Methodology

The enrollment projections for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

- a) Birth rates are used to project future kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five (5) years later.
- b) New Housing Development rates and yield factors are compared to the historical impact of development, and if the future projections exceed the historical values, the projections are augmented accordingly.
- c) Inter-District student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.
- d) Intra-District students are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.
- e) The projections for special education students and alternative programs are created by assuming those programs typically serve a percentage of the total District population.
   Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.
- f) The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three (3) years was determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.



#### 10 Year Enrollment History and 6 Year Enrollment Projections



The Buckeye Union School District has had a mostly stable enrollment over the past ten (10) years from an enrollment of 4,715 in 2010/11 to the current enrollment of 4,657. This chart provides a summary of the last ten (10) years of historic enrollment and projected enrollment for the next six (6) years. The color orange represents the historic and projected enrollment for the elementary school grades K-5. The color green represents the historic and projected enrollment for the middle school grades 6-8. The entire District enrollment is shown at the top of each bar.



#### 2020/2021 1 Year Enrollment Projection by School

Buckeye Union School District											
<b>Enrollment Projections</b>											
YEAR 20/21, 1 Year Proj.											
School	<u>T K</u>	<u>K</u>	<u>1</u>	<u>2</u>	<u>3</u>	4	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>TOTAL</u>
Blue Oak Elem	20	62	69	87	68	83	87	0	0	0	476
Brooks Elem	18	55	71	71	84	102	90	0	0	0	491
Buckeye Elem	0	78	78	68	56	48	79	0	0	0	407
Oak Meadow Elem	17	71	65	83	102	81	126	0	0	0	545
Silva Valley Elem	11	62	57	84	79	97	97	0	0	0	487
Silver Dove Elem	0	2	-5	1	2	0	-6	0	0	0	-6
Valley View Elem	0	-6	4	12	-3	17	-1	0	0	0	23
Camerado Springs Middle	0	0	0	0	0	0	0	174	153	172	499
Rolling Hills Middle	0	0	0	0	0	0	0	229	316	330	875
Charter Montessori	0	93	70	102	86	80	111	58	85	89	774
Mandarin Immersion Charter	0	20	20	20	21	0	0	0	0	0	81
Totals	66	437	429	528	495	508	583	461	554	591	4,652
Current CalPADS	85	417	497	447	520	539	471	524	600	557	4,657
Net Change	-19	20	-68	81	-25	-31	112	-63	-46	34	-5
Cohort Change			12	31	48	-12	44	-10	30	-9	

Buckeye Union School District has a current enrollment of 4,657 students. The projected enrollment for next year shows a decrease of 5 students. This one (1) year summary analyzes the net change between the current District enrollment by school and by grade, and the projected enrollment for 2020/21.

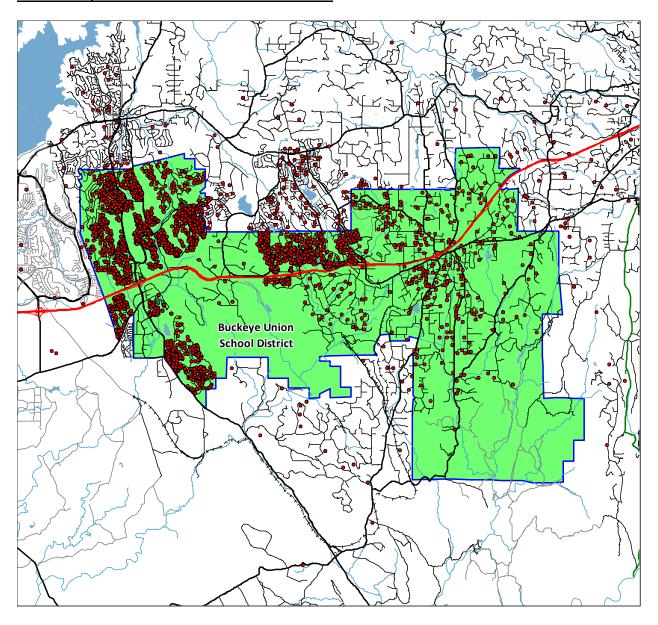
The cohort change factor indicates the change in the number of students for each grade compared to the number of students in the prior grade the previous year.

These projections assume the transfers between schools remain consistent. If changes in facilities, schedules, programs or policies are made, then the patterns may be impacted.

The students living in the boundary generate the cohort factors which are calculated for the past three (3) years and the weighted average is determined. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years. Next the attendance factor is used to determine the net enrollment for each grade. The attendance factor is determined by analyzing the current year of students to see how many Inter- and Intra-district transfers there are.



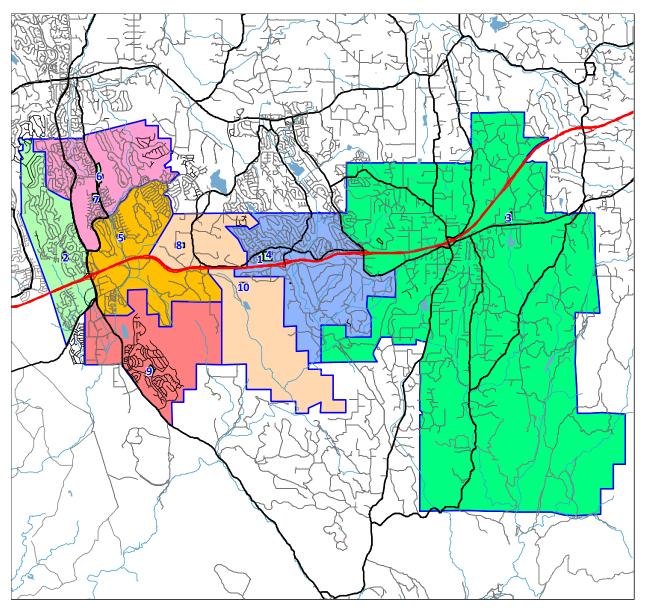
#### **District Map with Student Residential Locations**



This map shows the District boundary along with the location of each student based on their residential address. This geographic data is the foundation for our demographic analysis. Any red dots outside the District boundary will represent students attending one of the District schools or programs but have a residence outside the District. This map also identifies different areas of student population density.



### **Elementary Boundaries and School Locations**

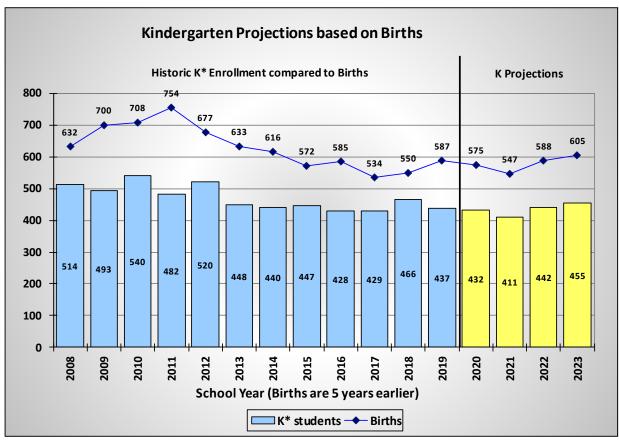


<u>ld</u>	<u>School</u>	<u>Grades</u>	<u>Id</u>	<u>School</u>	<u>Grades</u>
1	Blue Oak Elementary	TK-5	6	Rolling Hills Middle	6-8
2	Brooks Elementary	TK-5	7	Silva Valley Elementary	TK-5
3	Buckeye Elementary	K-5	8	Silver Dove	
4	Camerado Springs Middle	6-8	9	Valley View (Charter Montes	sori) TK-8
5	Oak Meadow Elementary	TK-5	10	Marble Valley	



#### **Historic Birth Rates**

The following section is an analysis of the number of births in the Buckeye Union School District. The number of births are compiled by zip code regions and provided by the Department of Health. The zip code areas do not exactly match the District boundaries and therefore the zip codes 95682 and 95762, which are in the District, were used for this analysis.

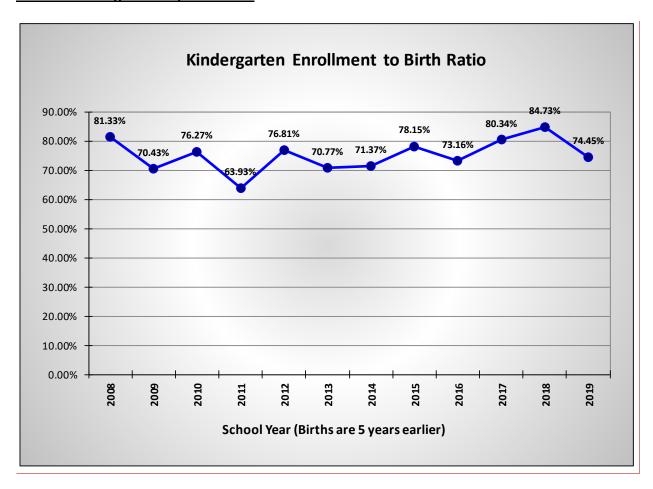


\*Kindergarten Totals may include some Transitional Kindergarten students for some of the past years to more accurately correlate a 12-month period of births to a 12-month period of enrollment.

The above figure illustrates the correlation between births in the District area and the number of kindergarten students attending Buckeye Union schools five (5) years later. The number of births between 2003 and 2014 has averaged about 629 per year. The recent birth rates over the past four (4) years (2015 to 2018), which will generate the kindergarten classes for the next four (4) years (2020 to 2023), have been between 547 and 605. We have assumed that the average kindergarten capture rate of 75.14% will be maintained in the future. The kindergarten projections shown here do not account for the impact of any additional housing units.



#### **Historic Kindergarten Capture Rates**



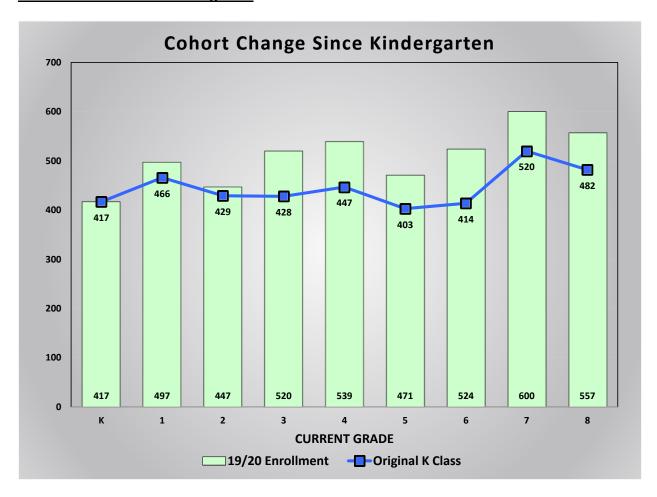
This figure shows the kindergarten capture rates for the past 12 years. Since the birth data is derived from zip code areas, which do not exactly match with the District boundaries, the capture rate also accounts for differences in the coverage areas. Low capture rates are common when a district serves only a portion of a large zip code area. A large capture rate is possible when families move into the area after the children were born, but before they arrived for kindergarten. Overall, the District has had a stable capture rate with a 12 year average of 75.14%.

#### **Transitional Kindergarten**

The Transitional Kindergarten (TK) program started in 2012 to provide an extra year for young children to get ready for kindergarten. Currently, the TK program allows four (4) year-olds who will turn five (5) between September 2 and December 2. Some districts allow parents with children just outside that window to also participate in the program. Since the window for the TK program is only 3 months, participation in the TK program is typically around 25% of the total kindergarten enrollment. In most current state processes, such as CalPADS reporting, the State Building Program, and ADA, TK students are included with the kindergarten numbers.



#### **Retention Rates Since Kindergarten**



This chart compares the original kindergarten class size to the current enrollment for each grade. For example, the current 6<sup>th</sup> grade class has 524 students and six (6) years ago the kindergarten class had 414 students. Overall the class sizes have increased since kindergarten.



#### **Historic Enrollment and Trends**

	Buckeye Union School District Historic Enrollment and Cohorts							
		CalPADS	Enrollment		н	listoric Coho	rts	Weighted
<u>Grade</u>	<u>16/17</u>	<u>17/18</u>	<u>18/19</u>	<u>19/20</u>	16 to 17	17 to 18	18 to 19	<u>Average</u>
ΤK	77	90	73	65				
K	428	429	466	437	1	37	-29	-2.0
1	470	458	436	497	30	7	31	22.8
2	420	509	491	447	39	33	11	23.0
3	462	456	529	520	36	20	29	27.2
4	550	488	473	539	26	17	10	15.0
5	526	582	516	471	32	28	-2	13.7
6	562	550	582	524	24	0	8	8.0
7	585	583	555	600	21	5	18	14.2
8	564	600	579	557	15	-4	2	2.2
Totals	4,644	4,745	4,700	4,657	24.9	15.9	8.7	13.8
Annual Cl	nange:	101	-45	-43				

This chart shows the enrollment by grade level over the past four (4) years. The cohort values were calculated for each grade and each year, along with the weighted average for each grade. A positive cohort value indicates that grade is expected to have more students than the previous grade last year. A negative value would mean that the grade has fewer students compared to the previous grade last year.

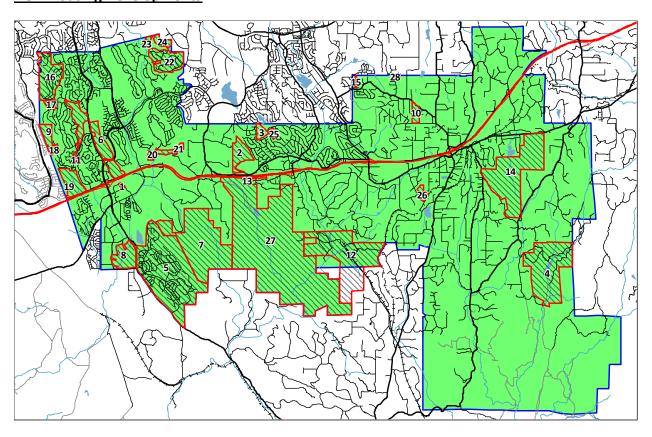
In general, a positive cohort is representative of growth and a negative cohort indicates a decline in enrollment. There are some exceptions. First grade usually has a positive cohort, as there are some students that do not attend kindergarten at public schools but arrive in first grade.

Another important item to notice is the current breakdown by grade level of the student population. Comparing the number of students in the lower grades to the upper grades can indicate potential increases or decreases in future enrollments. Also, if there is a large class or a small class, it will slowly cause a ripple in the enrollments as it advances a grade each year.

Finally, the annual change at the bottom of this chart indicates the net impact of the changes in enrollment over the past few years.



#### **New Housing Developments**



This close up view of the District shows the location of the projected new development areas.

Buckeye Union School District  New Development Construction  Housing Units per Year								
	20/21	21/22	22/23	23/24	24/25	25/26		
<u>School</u>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	<u>Totals</u>	
Blue Oak Elem	0	0	0	0	11	12	23	
Brooks Elem	58	66	66	66	178	195	629	
Buckeye Elem	0	0	0	0	35	41	76	
Oak Meadow Elem	0	156	80	16	16	0	268	
Silva Valley Elem	5	0	20	8	0	0	33	
Silver Dove Elem	14	69	66	125	125	168	567	
Valley View Elem	30	0	0	150	150	150	480	
Elementary Totals	107	291	232	365	515	566	2,076	
Camerado Springs Middle	44	69	66	275	321	371	1,146	
Rolling Hills Middle	63	222	166	90	194	195	930	
Middle Totals	107	291	232	365	515	566	2,076	

Based on these estimated construction rates, the development will generate 39 students next year and a total of 756 students in the next six (6) years.



The projections used in this report are based on the following number of units projected from these developments:

		Remaining	6 Year	Boundary	
<u>ID</u>	<u>Name</u>	<u>Units</u>	<b>Projection</b>	<b>Elementary</b>	<u>Middle</u>
1	AG Spanos	214	214	Oak Meadow	Rolling Hills
2	Bell Ranch	113	113	Silver Dove	Camerado Springs
3	Bell Woods	54	54	Silver Dove	Camerado Springs
4	Big Canyon Ranch	40	30	Buckeye	Camerado Springs
5	Blackstone	30	30	Valley View	Camerado Springs
6	Central EDHSP	1,000	250	Brooks	Rolling Hills
7	East Ridge	701	450	Valley View	Camerado Springs
8	El Dorado Hills Business Park	1,680	0	Valley View	Camerado Springs
9	Elms & Oaks at the Promontory	2	2	Brooks	Rolling Hills
10	La Caille Estates	24	0	Buckeye	Camerado Springs
11	La Cresta Woods	25	25	Brooks	Rolling Hills
12	Lime Rock Valley Specific Plan	800	0	Buckeye	Camerado Springs
13	Marble Valley Ridge Estates	3	1	Blue Oak	Camerado Springs
14	Mill Creek	633	0	Buckeye	Camerado Springs
15	Portico Estates	15	5	Buckeye	Camerado Springs
16	Promontory Villages	15	15	Brooks	Rolling Hills
17	Ridgeview Village #9	44	14	Brooks	Rolling Hills
18	Ridgeview West	12	6	Brooks	Rolling Hills
19	Saratoga Estates	317	317	Brooks	Rolling Hills
20	Serrano Village A	54	54	Oak Meadow	Rolling Hills
21	Serrano Village C2	25	5	Silver Dove	Camerado Springs
22	Serrano Village K1/K2	5	5	Silva Valley	Rolling Hills
23	Serrano Village M3	28	28	Silva Valley	Rolling Hills
24	Serrano Village M4	38	0	Silva Valley	Rolling Hills
25	Shady Glen Estates	22	22	Blue Oak	Camerado Springs
26	Sierra Gold Condos	91	40	Buckeye	Camerado Springs
27	Village of Marble Valley SP	3,236	395	Silver Dove	Camerado Springs
28	Vista Grande Estate	5	1	Buckeye	Camerado Springs
	Totals	9,226	2,076	•	

Assuming that 2,076 of the 9,226 planned units are completed over a six (6) year period, there would be an average of 346 new housing units per year. To determine the impact of the new housing development, each new housing unit is multiplied by the student yield rate. Currently the District student yield rate is 0.364 students per housing unit. This breaks down as follows:

Buckeye Union School District							
Student Yield Rate Analysis							
			Combined	Single Family	<b>Multi-Family</b>		
	2010	2010	Student	Student	Student		
<u>Grade</u>	Students in District	<b>Housing Units</b>	Yield Rate	Yield Rate	Yield Rate		
Total K-5	3,105	12,951	0.240	0.244	0.208		
Total 6-8	1,610	12,951	0.124	0.127	0.108		
Total	4,715		0.364	0.371	0.316		
Based on 2010 Census Data for school district.							

The yield rate used for new construction eligibility determination in the State building program is 0.50 students per home for K-12 districts. The yield rate in the Buckeye Union School District is lower than the State average.



#### **Classroom Counts and Capacity**

It is important to understand that capacity and classroom counts may be viewed different ways for different purposes. The State School Facilities Program (SFP) considers all available teaching stations excluding physical education facilities and core facilities (e.g., libraries, multipurpose rooms, and administrative spaces), as part of the site capacity when calculating eligibility for new construction or modernization funding. The State also has its own loading standards per classroom as part of the eligibility determinations.

Another method for calculating capacity and number of classrooms is based on local District standards of class size and a definition of what is considered a full day teaching station. The District may set aside several classroom spaces defined by the SFP for specialized programs or pull-out spaces.

The classroom counts and capacities defined in this Demographic Study represent the rooms that have been identified by Buckeye Union School District administration as designated fulltime teaching stations. This count is a net count and may not take into consideration other rooms which could be used as fulltime teaching stations but are needed for other programs offered by the District.

The classroom counts are shown for each school and are used to determine the capacity. The classroom counts represent the rooms that can be used for teaching purposes at each school site. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding.

The summary below illustrates the difference between the Gross classroom count and the Net classroom count.

## Buckeye Union School District Classroom Count Summary

Elementary Schools	Gross CR Count	Net CR Count	Excluded CR	<u>Notes</u>
Blue Oak Elem	31	27	4	3 Small Group, 1 EDCOE
Brooks Elem	25	22	3	2 Small Group, 1 EDCOE
Buckeye Elem	25	19	6	3 Small Group, 3 EDCOE
Oak Meadow Elem	31	29	2	2 Small Group
Silva Valley Elem	28	25	3	2 Small Group, 1 EDCOE
Silver Dove Elem	0	0	0	
Valley View Elem	33	28	5	3 Small Group, 2 EDCOE
Sub-Totals	173	150	23	



#### **School Projections**

This Study provides a detailed analysis of student attendance patterns and enrollment for each school. This includes a boundary map illustrating that particular school's attendance patterns along with a chart showing the projected enrollment for the next six (6) years. These charts indicate the actual enrollment at each school over the past four (4) years along with the projected enrollment for the next six (6) years. In addition, the number of students living in the boundary are shown for the same time period. If there are more students attending than live in the area, then there is a net inflow. If more students live in the boundary than attend the school, then there is a net outflow.

The current capacity is shown on these charts to identify if there will be classroom space available for the students. If space is not available, then the attendance patterns will likely need to change if the additional facilities are not provided. The capacity for each school was determined by using the following loading standards for each classroom identified:

<u>Grade</u>	<b>Loading Standard</b>
TK-K (double session)	48
Full Day (single session) k	ζ 24
1-3	24
4-5	32
6-8	32

These loading standards are based on the current loading factors used this year and may change based on the level of funding for schools in the future.

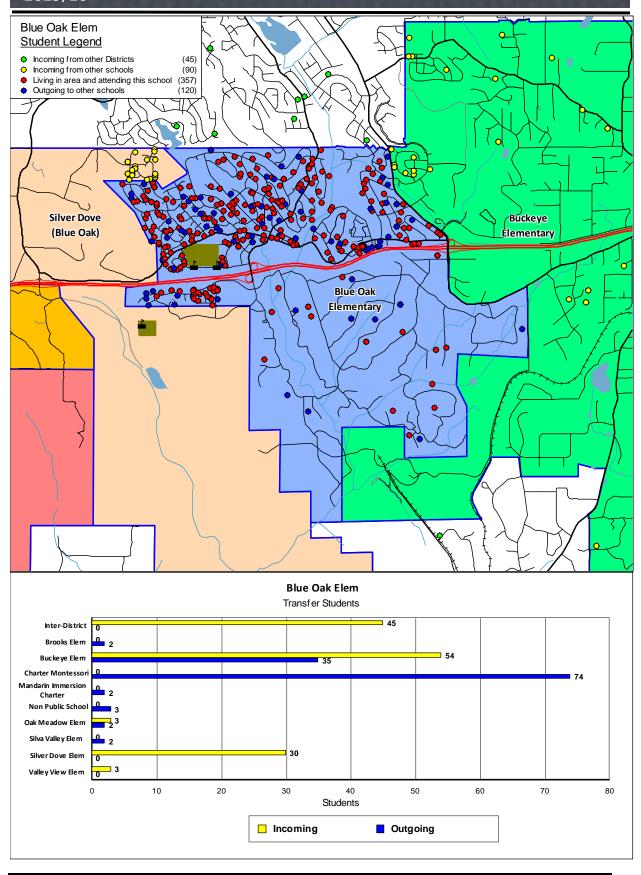
Backup data is provided below each projection chart that shows the calculations of the cohort factors used to determine the enrollment projections for each school.

The number of students living in the boundary are shown, which are then used to generate the cohort factors. The weighted average of the three (3) years was determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years. The kindergarten enrollment is projected using the birth data instead of the cohort factor shown here.

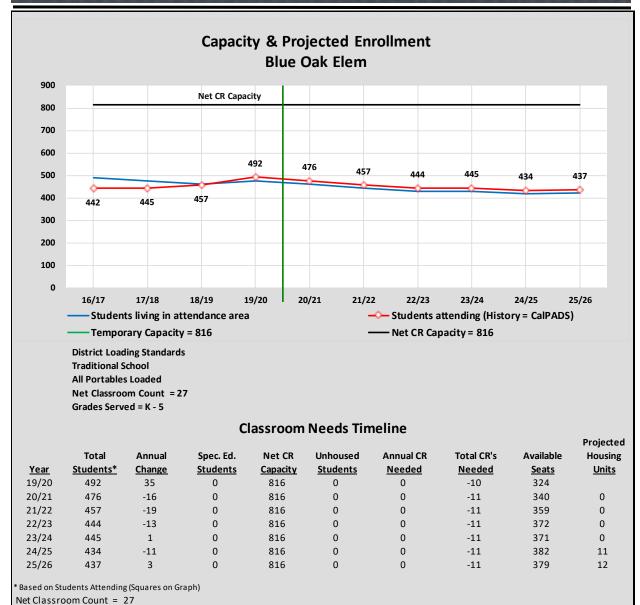
The <u>Attendance Factors</u> were determined by analyzing the current year of students to see how many Interand Intra-District transfers there are. Once the baseline projections are calculated for the residents in the attendance area, the Intra-District and Inter-District factors are applied to determine the projected enrollment for each school.

The last three (3) columns in the chart, <u>Current Enrollment</u>, <u>20/21 Projection</u>, and <u>Net Change</u>, show the current enrollment, next year's projection and net change in enrollment for next year. These are compared by grade to show the details needed for staffing and classroom needs.



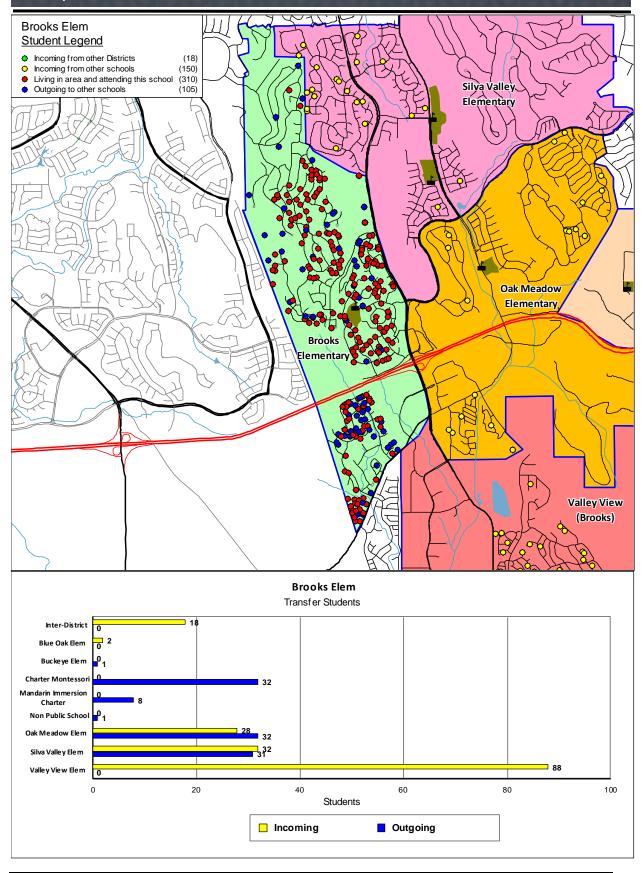




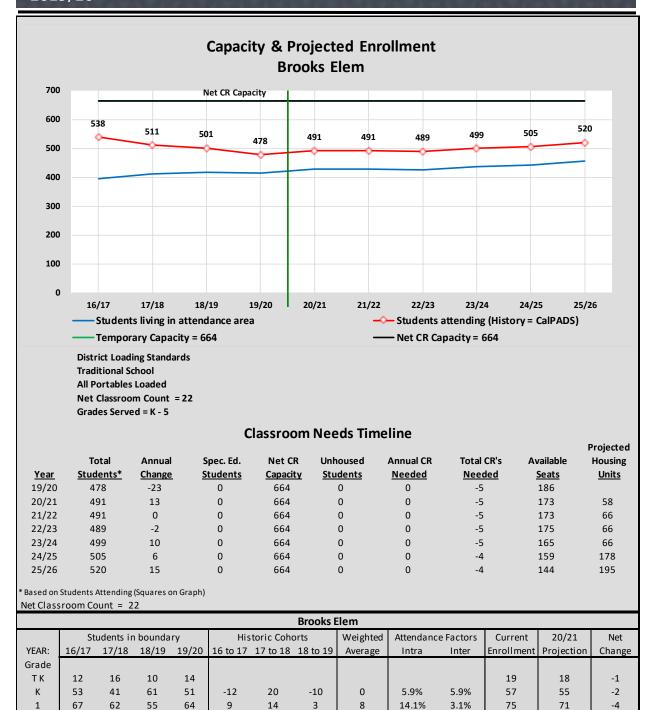


			-										
Blue Oak Elem													
	St	udents ir	bounda	ry	Historic Cohorts			Weighted	Attendance Factors		Current	20/21	Net
YEAR:	16/17	17/18	18/19	19/20	16 to 17	17 to 18	18 to 19	Average	Intra	Inter	Enrollment	Projection	Change
Grade													
ΤK	16	16	14	14							20	20	0
K	70	67	70	62	-3	3	-8	0	-8.1%	8.1%	62	62	0
1	74	74	61	80	4	-6	10	4	-1.3%	6.3%	84	69	-15
2	87	84	79	69	10	5	8	7	-4.3%	5.8%	70	87	17
3	72	84	79	80	-3	-5	1	-2	-12.5%	15.0%	82	68	-14
4	77	70	86	84	-2	2	5	3	-9.5%	10.7%	85	83	-2
5	93	81	74	88	4	4	2	3	-10.2%	11.4%	89	87	-2
Totals	489	476	463	477	1.7	0.5	3.0	2.5	-7.7%	9.5%	492	476	-16









-3

1.5

9.2

4.7

-5.0%

15.6%

17.5%

7.2%

9.2%

5.0%

6.5%

3.8%

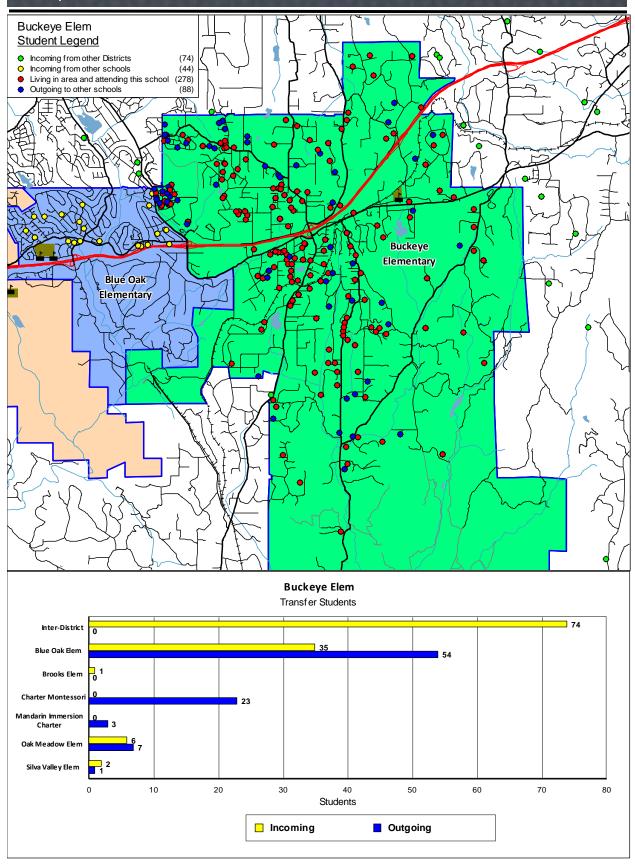
2.9%



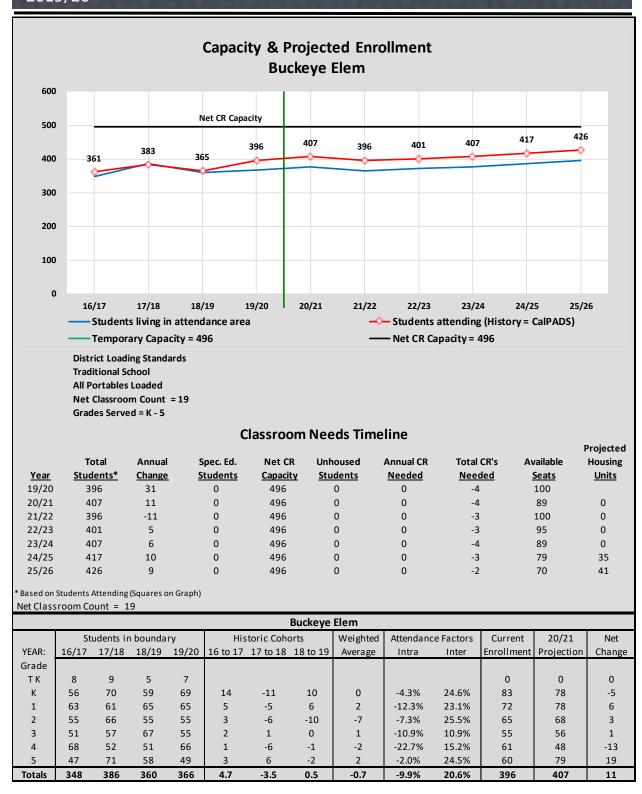
Totals

3.5

-10

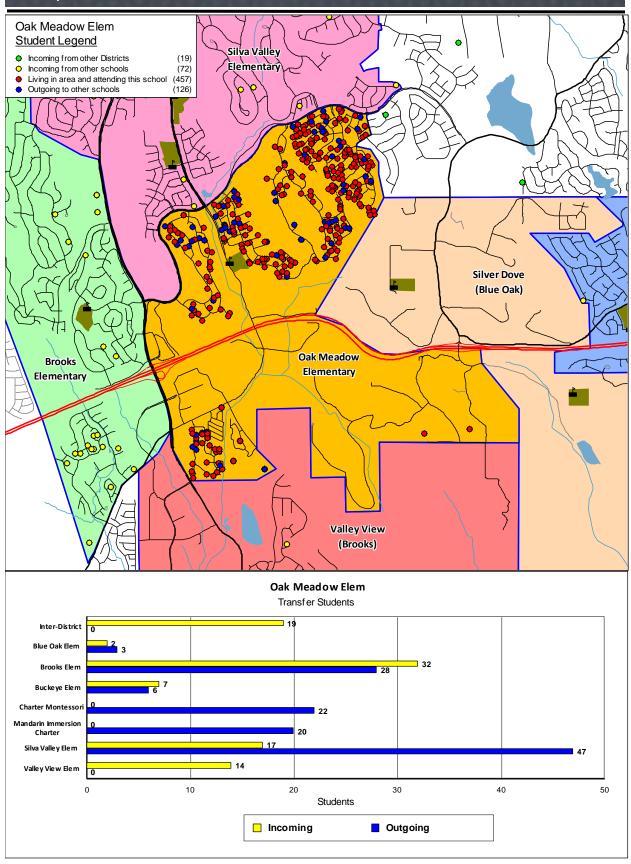




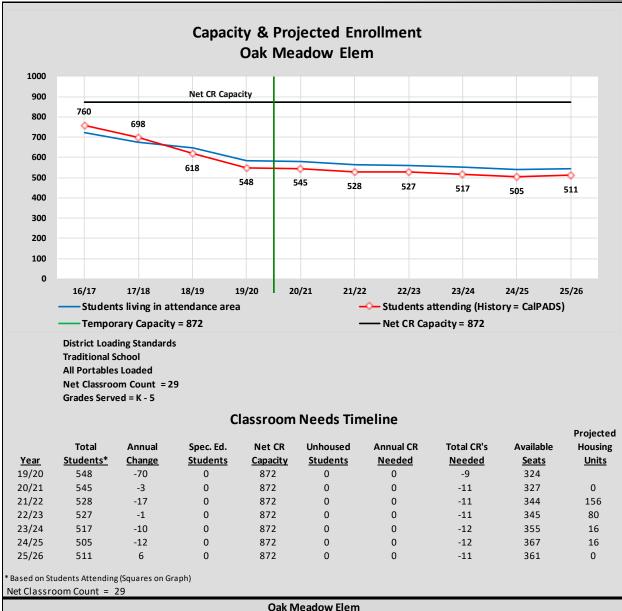


The two (2) kindergarten classrooms operate a full day (single session) kindergarten program.



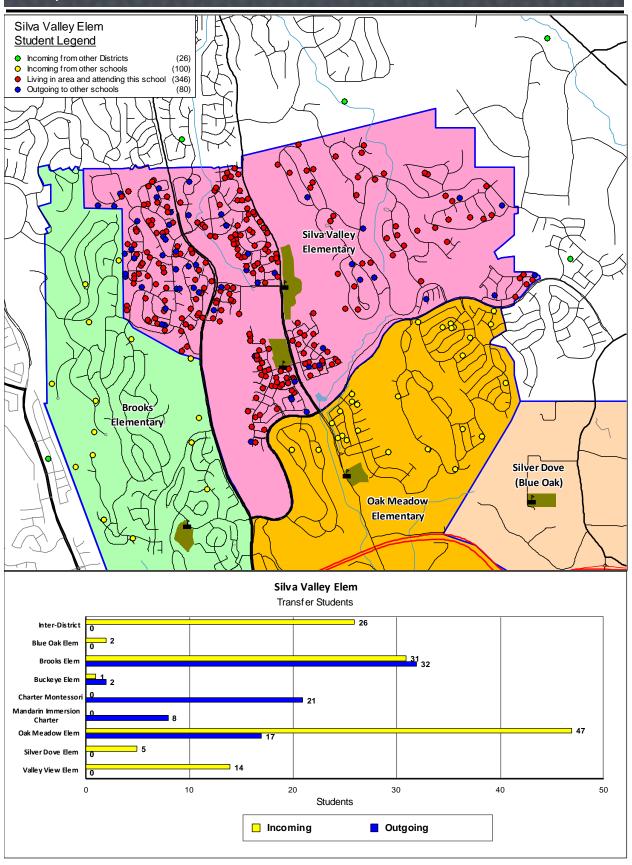




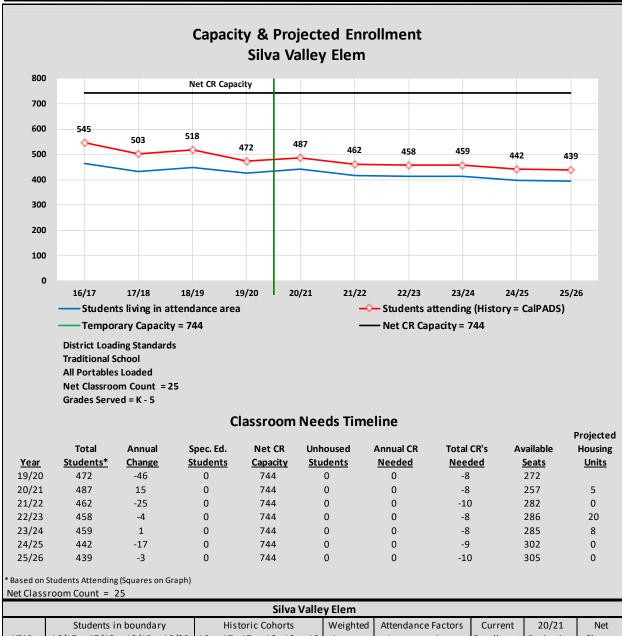


	Oak Meadow Elem													
	St	udents in	bounda	ry	Historic Cohorts			Weighted	Attendance Factors		Current	20/21	Net	
YEAR:	16/17	17/18	18/19	19/20	16 to 17	17 to 18	18 to 19	Average	Intra	Inter	Enrollment	Projection	Change	
Grade														
ΤK	24	19	18	14							15	17	2	
K	99	91	96	70	-8	5	-26	0	-18.6%	4.3%	60	71	11	
1	114	99	85	93	0	-6	-3	-2	-5.4%	3.2%	91	65	-26	
2	89	114	98	93	0	-1	8	4	-17.2%	3.2%	80	83	3	
3	120	91	126	102	2	12	4	6	-1.0%	4.9%	106	102	-4	
4	131	127	93	122	7	2	-4	0	-17.2%	0.8%	102	81	-21	
5	144	132	133	89	1	6	-4	0	1.1%	4.5%	94	126	32	
Totals	721	673	649	583	0.3	3.0	-4.2	1 3	-9.7%	3.5%	548	545	-3	



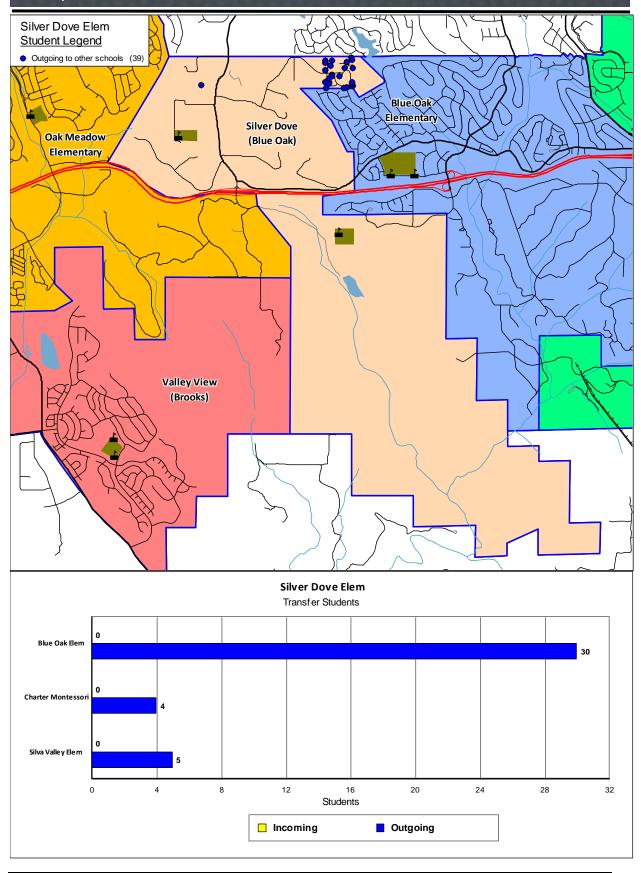




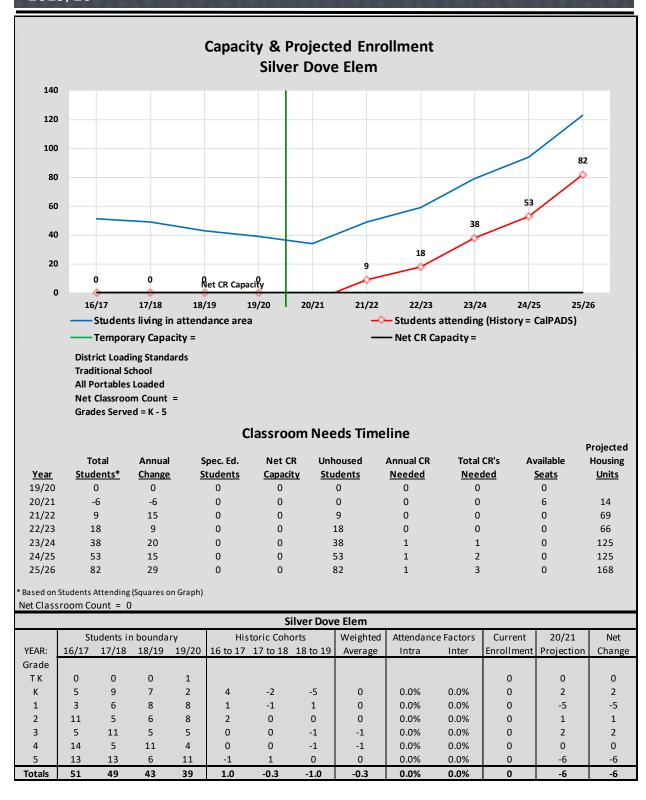


	Silva Valley Elem													
	St	udents in	bounda	ry	Historic Cohorts			Weighted	Attendance Factors		Current	20/21	Net	
YEAR:	16/17	17/18	18/19	19/20	16 to 17	17 to 18	18 to 19	Average	Intra	Inter	Enrollment	Projection	Change	
Grade														
TK	8	15	15	13							11	11	0	
K	69	52	68	55	-17	16	-13	0	0.0%	12.7%	62	62	0	
1	77	63	60	74	-6	8	6	5	-8.1%	5.4%	72	57	-15	
2	44	78	76	62	1	13	2	6	6.5%	1.6%	67	84	17	
3	83	48	88	76	4	10	0	4	11.8%	6.6%	90	79	-11	
4	87	82	53	89	-1	5	1	2	16.9%	5.6%	109	97	-12	
5	95	94	87	57	7	5	4	5	0.0%	7.0%	61	97	36	
Totals	463	432	447	426	-2.0	9.5	0.0	3.7	4.5%	6.5%	472	487	15	



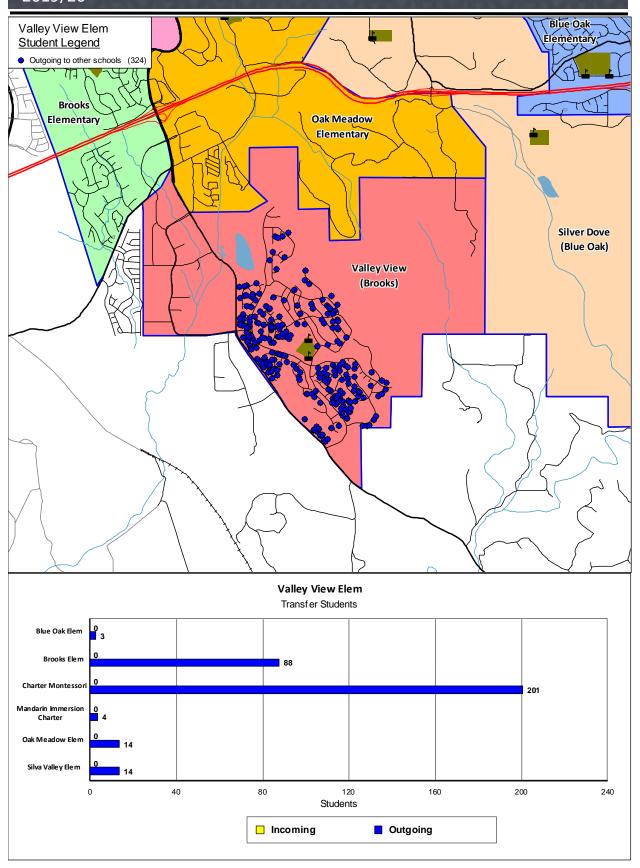




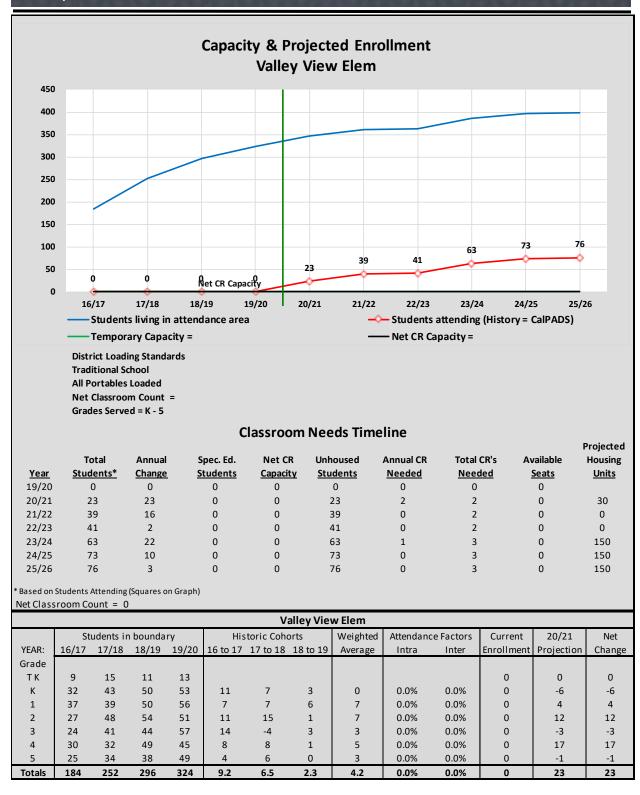


These students are currently assigned to attend Blue Oak Elementary.





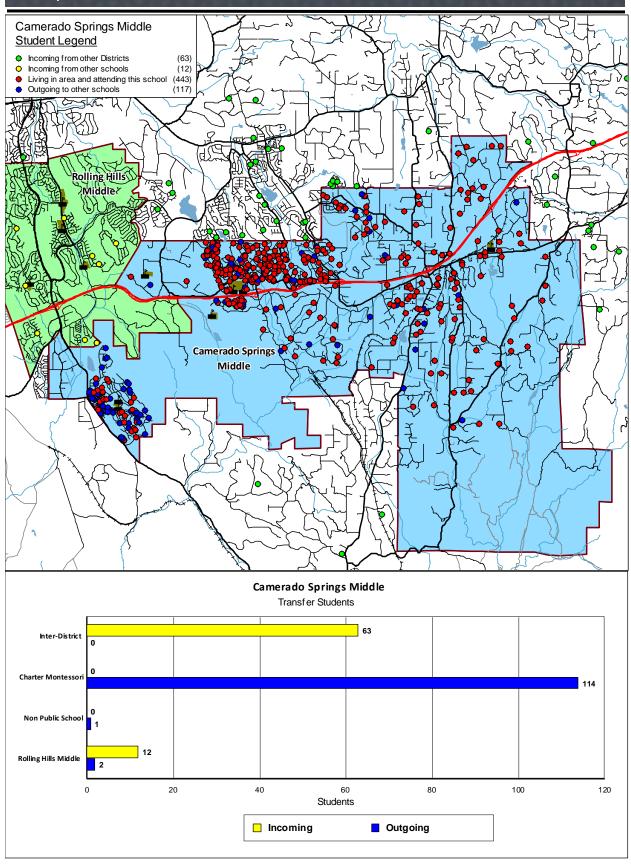




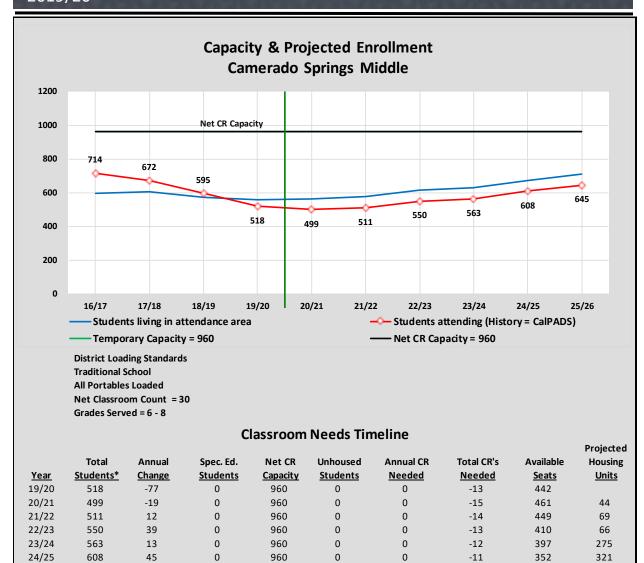
These students are currently assigned to attend Brooks Elementary.



## Buckeye Union School District Demographic Study 2019/20







\* Based on Students Attending (Squares on Graph)

37

645

Net Classroom Count = 30

						Came	rado Spri	ngs Middle	9				
	St	udents ir	n bounda	ry	His	toric Coho	orts	Weighted	Attendanc	e Factors	Current	20/21	Net
YEAR:	16/17	17/18	18/19	19/20	16 to 17	17 to 18	18 to 19	Average	Intra	Inter	Enrollment	Projection	Change
Grade													
ΤK	33	40	30	35							0	0	0
K	163	189	186	186	26	-3	0	1	0.0%	0.0%	0	0	0
1	177	180	184	209	17	-5	23	13	0.0%	0.0%	0	0	0
2	180	203	194	183	26	14	-1	9	0.0%	0.0%	0	0	0
3	152	193	195	197	13	-8	3	1	0.0%	0.0%	0	0	0
4	189	159	197	199	7	4	4	5	0.0%	0.0%	0	0	0
5	178	199	176	197	10	17	0	7	0.0%	0.0%	0	0	0
6	193	189	194	171	11	-5	-5	-2	-22.2%	9.9%	150	174	24
7	215	199	190	198	6	1	4	3	-24.2%	13.6%	177	153	-24
8	187	219	186	191	4	-13	1	-3	-22.0%	9.9%	191	172	-19
Totals	1667	1770	1732	1766	13.3	0.2	3.2	3.8	-22.8%	11.2%	518	499	-19

0

-10

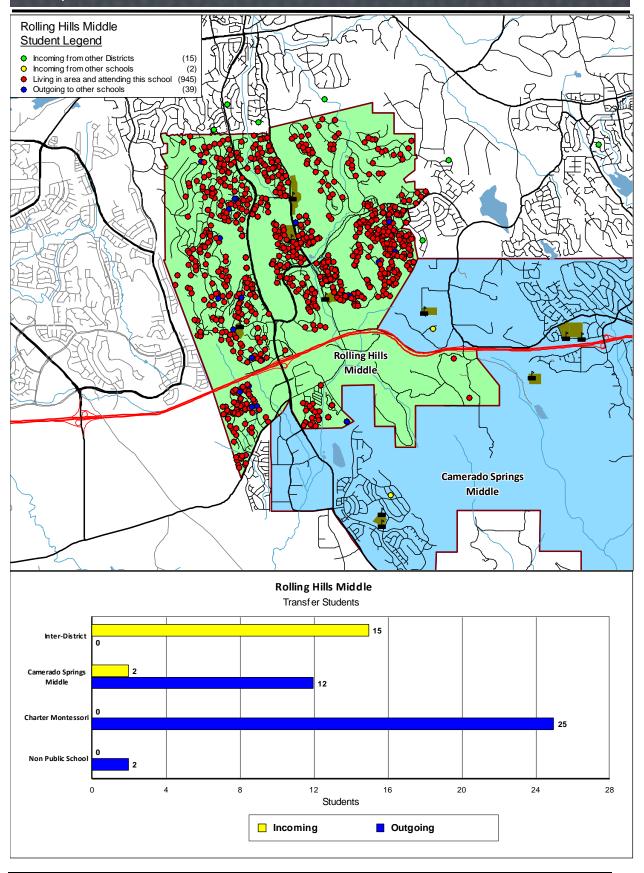
315

371

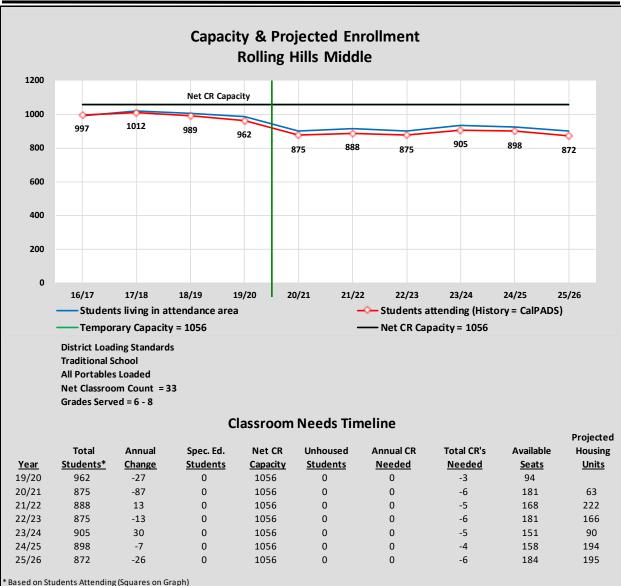
960



## **Buckeye Union School District** Demographic Study 2019/20



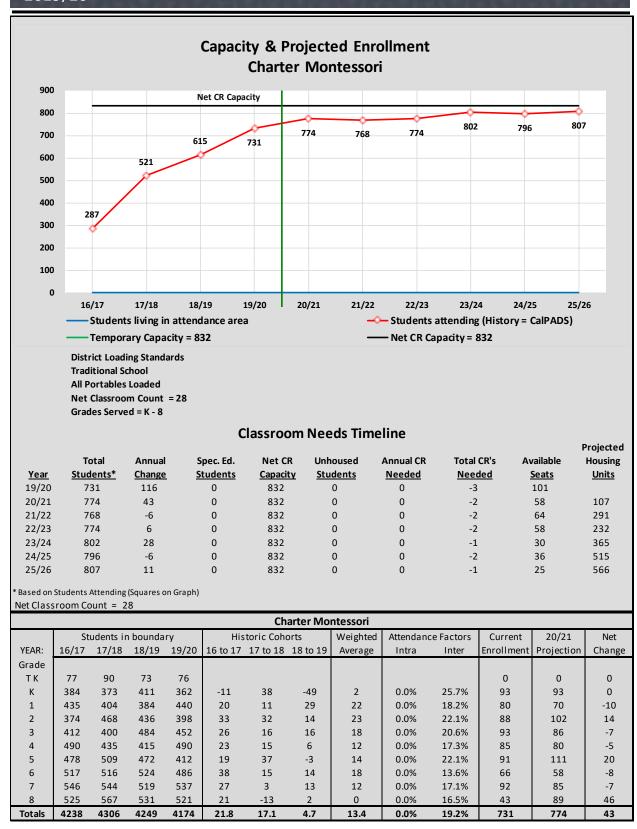




Net Classroom Count = 33

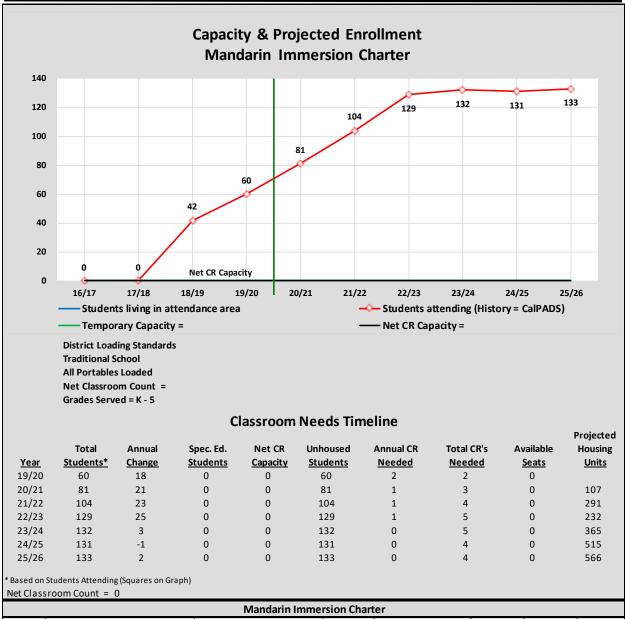
						Ro	lling Hills	Middle					
	St	udents ir	n bounda	ry	His	toric Coho	orts	Weighted	Attendand	e Factors	Current	20/21	Net
YEAR:	16/17	17/18	18/19	19/20	16 to 17	17 to 18	18 to 19	Average	Intra	Inter	Enrollment	Projection	Change
Grade													
TK	44	50	43	41							0	0	0
K	221	184	225	176	-37	41	-49	1	0.0%	0.0%	0	0	0
1	258	224	200	231	3	16	6	9	0.0%	0.0%	0	0	0
2	194	265	242	215	7	18	15	15	0.0%	0.0%	0	0	0
3	260	207	289	255	13	24	13	17	0.0%	0.0%	0	0	0
4	301	276	218	291	16	11	2	7	0.0%	0.0%	0	0	0
5	300	310	296	215	9	20	-3	7	0.0%	0.0%	0	0	0
6	324	327	330	315	27	20	19	21	-3.8%	1.6%	308	229	-79
7	331	345	329	339	21	2	9	9	-3.8%	1.5%	331	316	-15
8	338	348	345	330	17	0	1	3	-5.2%	1.5%	323	330	7
Totals	2571	2536	2517	2408	8.4	16.9	1.4	9.9	-4.3%	1.5%	962	875	-87





This program is currently located on the Valley View Elementary School Site.





						Manda	in Imme	rsion Chart	er				
	St	udents in	bounda	ry	His	toric Coho	orts	Weighted	Attendand	e Factors	Current	20/21	Net
YEAR:	16/17	17/18	18/19	19/20	16 to 17	17 to 18	18 to 19	Average	Intra	Inter	Enrollment	Projection	Change
Grade													
ΤK	77	90	73	76							0	0	0
K	384	373	411	362	-11	38	-49	2	0.0%	5.5%	20	20	0
1	435	404	384	440	20	11	29	22	0.0%	5.2%	23	20	-3
2	374	468	436	398	33	32	14	23	0.0%	4.3%	17	20	3
3	412	400	484	452	26	16	16	18	0.0%	5.0%	0	21	21
4	490	435	415	490	23	15	6	12	0.0%	5.0%	0	0	0
5	478	509	472	412	19	37	-3	14	0.0%	5.0%	0	0	0
Totals	2650	2679	2675	2630	18.3	24.8	2.2	15.2	0.0%	7.5%	60	81	21



## Buckeye Union School District Demographic Study 2019/20

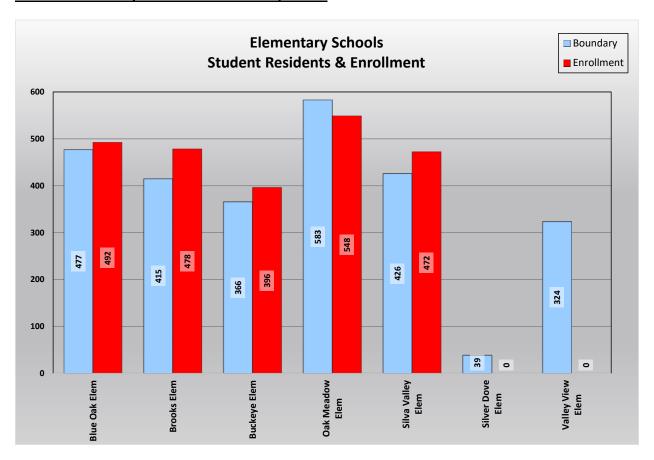
## **Student Attendance Matrix**

SCHOOL OF ATTENDANCE	Total Residing
AREA         45         18         74         19         26         63         15         215         15           E         Blue Oak Elem         357         2         35         2         2         0         0         74         2           S         Brooks Elem         0         310         1         32         31         0         0         32         8           I         Buckeye Elem         54         0         278         7         1         0         0         23         3           D         Oak Meadow Elem         3         28         6         457         47         0         0         22         20           E         Silva Valley Elem         0         32         2         17         346         0         0         21         8           N         Silver Dove Elem         3         0         0         0         5         0         0         4         0           C         Valley View Elem         3         88         0         14         14         0         0         201         4           C         Camerado Springs Middle         0         0 <th>490</th>	490
R         Inter-District         45         18         74         19         26         63         15         215         15           E         Blue Oak Elem         357         2         35         2         2         0         0         74         2           S         Brooks Elem         0         310         1         32         31         0         0         32         8           I         Buckeye Elem         54         0         278         7         1         0         0         23         3           D         Oak Meadow Elem         3         28         6         457         47         0         0         22         20           E         Silva Valley Elem         0         32         2         17         346         0         0         21         8           N         Silver Dove Elem         3         0         0         0         5         0         0         4         0           C         Valley View Elem         3         88         0         14         14         0         0         201         4           C         Camerado Springs Middle	
E Blue Oak Elem 357 2 35 2 2 0 0 74 2 S Brooks Elem 0 310 1 32 31 0 0 32 8 S D Oak Meadow Elem 3 28 6 457 47 0 0 22 20 E Silva Valley Elem 0 32 2 17 346 0 0 21 8 N Silver Dove Elem 3 88 0 14 14 0 0 201 4 C Camerado Springs Middle 0 0 0 0 0 0 443 2 114 0	
S       Brooks Elem       0       310       1       32       31       0       0       32       8         I       Buckeye Elem       54       0       278       7       1       0       0       23       3         D       Oak Meadow Elem       3       28       6       457       47       0       0       22       20         E       Silva Valley Elem       0       32       2       17       346       0       0       21       8         N       Silver Dove Elem       30       0       0       0       5       0       0       4       0         C       Valley View Elem       3       88       0       14       14       0       0       201       4         E       Camerado Springs Middle       0       0       0       0       0       443       2       114       0	4/4
I       Buckeye Elem       54       0       278       7       1       0       0       23       3         D       Oak Meadow Elem       3       28       6       457       47       0       0       22       20         E       Silva Valley Elem       0       32       2       17       346       0       0       21       8         N       Silver Dove Elem       30       0       0       0       5       0       0       4       0         C       Valley View Elem       3       88       0       14       14       0       0       201       4         E       Camerado Springs Middle       0       0       0       0       443       2       114       0	414
D       Oak Meadow Elem       3       28       6       457       47       0       0       22       20         E       Silva Valley Elem       0       32       2       17       346       0       0       21       8         N       Silver Dove Elem       30       0       0       0       5       0       0       4       0         C       Valley View Elem       3       88       0       14       14       0       0       201       4         E       Camerado Springs Middle       0       0       0       0       443       2       114       0	366
E       Silva Valley Elem       0       32       2       17       346       0       0       21       8         N       Silver Dove Elem       30       0       0       0       5       0       0       4       0         C       Valley View Elem       3       88       0       14       14       0       0       201       4         F       Camerado Springs Middle       0       0       0       0       443       2       114       0	583
N Silver Dove Elem 30 0 0 0 5 0 0 4 0 C Valley View Elem 3 88 0 14 14 0 0 201 4 C Camerado Springs Middle 0 0 0 0 0 443 2 114 0	426
C       Valley View Elem       3       88       0       14       14       0       0       201       4         E       Camerado Springs Middle       0       0       0       0       443       2       114       0	39
Camerado Springs Middle 0 0 0 0 0 443 2 114 0	324
	559
Rolling Hills Middle	982
Total Attending 492 478 396 548 472 518 962 731 60	4,657
	1,031
	490
Total In-Flow 135 168 118 91 126 75 17 731 60	1,521
447 404 00 405 00 446 07	
Intra-Outs 117 104 88 126 80 116 37 0 0	1,031
Net Transfers 18 64 30 -35 46 -41 -20 731 60	490
% In-Flow Students 27.4% 35.1% 29.8% 16.6% 26.7% 14.5% 1.8%	32.7%
	22.1%

This chart summarizes the transfers in and out of each school as were seen by the yellow dots and blue dots on the school attendance maps. In addition, the data has been analyzed to determine the total in-flow and out-flow rates for each school. The school with the largest in-flow rate is Brooks Elementary and the school with the largest out-flow rate is also Brooks Elementary.



## Student Residency and Enrollment Comparison

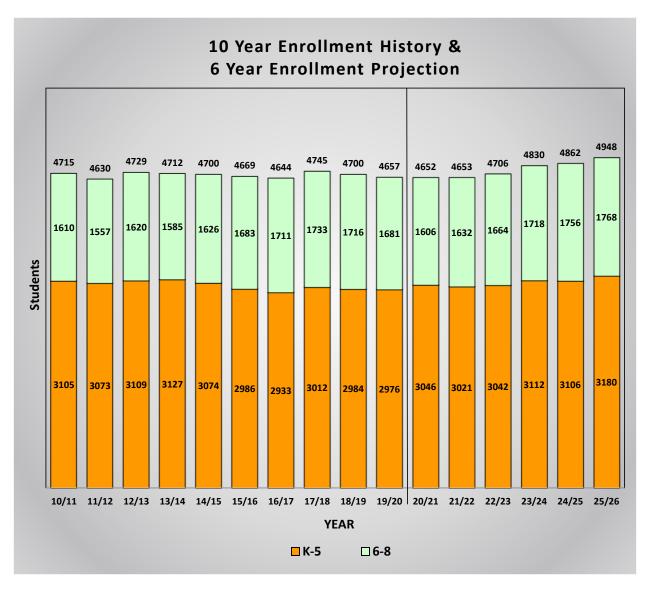


This chart compares each individual elementary school enrollment to the students that reside within the school attendance boundary. Utilizing this data helps make it easy to see which schools have the largest and smallest enrollments as well as which boundaries are most populated. Schools with more students enrolled than those living in the boundary have a net transfer into the school. This is typically found at schools with special programs such as Gate or Dual Immersion, schools housing students from overcrowded or Program Improvement (PI) schools, and schools with more capacity than the student population living in the boundary.



#### **District Projections**

This graph shows a summary of the projections for the entire District. It shows the current enrollment for 2019/20, the historic enrollment for the past nine (9) years, and the projected enrollment for the next six (6) years. The end result is a total of 4,948 students in the District in 2025/26.





## **One Year Enrollment Projection Summary**

<b>Buckeye Union School Di</b>	strict										
<b>Enrollment Projections</b>											
YEAR 20/21, 1 Year Proj.											
School	<u>T K</u>	<u>K</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>TOTAL</u>
Blue Oak Elem	20	62	69	87	68	83	87	0	0	0	476
Brooks Elem	18	55	71	71	84	102	90	0	0	0	491
Buckeye Elem	0	78	78	68	56	48	79	0	0	0	407
Oak Meadow Elem	17	71	65	83	102	81	126	0	0	0	545
Silva Valley Elem	11	62	57	84	79	97	97	0	0	0	487
Silver Dove Elem	0	2	-5	1	2	0	-6	0	0	0	-6
Valley View Elem	0	-6	4	12	-3	17	-1	0	0	0	23
Camerado Springs Middle	0	0	0	0	0	0	0	174	153	172	499
Rolling Hills Middle	0	0	0	0	0	0	0	229	316	330	875
Charter Montessori	0	93	70	102	86	80	111	58	85	89	774
Mandarin Immersion Charter	0	20	20	20	21	0	0	0	0	0	81
Totals	66	437	429	528	495	508	583	461	554	591	4,652
Current CalPADS	85	417	497	447	520	539	471	524	600	557	4,657
Net Change	-19	20	-68	81	-25	-31	112	-63	-46	34	-5
Cohort Change			12	31	48	-12	44	-10	30	-9	

The projection for next year (2020/21) shows a decrease of 5 students. The largest declines will be seen at grades 1 and 6. The largest increases are at grades 2 and 5.

These projections assume the transfers between schools remain consistent. If changes in facilities, schedules, programs or policies are made, then the patterns may be impacted.



## **Enrollment Projection Summary by Grade**

			В	uckeye Uni	ion Schoo	ol District				
			Enroll	ment Projec	ction Sumi	mary by Gr	ade			
				Current						
	Hist	oric Enrollm	ent	Enrollment			Projected	Enrollment		
Grade	<u>16/17</u>	<u>17/18</u>	<u>18/19</u>	<u>19/20</u>	20/21	21/22	22/23	23/24	24/25	<u>25/26</u>
TK	77	90	73	65	66	64	68	68	68	68
K	428	429	466	437	437	416	441	461	472	477
1	470	458	436	497	429	437	416	441	461	476
2	420	509	491	447	528	466	473	453	480	505
3	462	456	529	520	495	583	522	530	514	543
4	550	488	473	539	508	494	577	522	532	518
5	526	582	516	471	583	561	545	637	579	593
6	562	550	582	524	461	575	549	514	602	548
7	585	583	555	600	554	501	615	589	559	652
8	564	600	579	557	591	556	500	615	595	568
Total K-5	2,933	3,012	2,984	2,976	3,046	3,021	3,042	3,112	3,106	3,180
Total 6-8	1,711	1,733	1,716	1,681	1,606	1,632	1,664	1,718	1,756	1,768
District Totals	4,644	4,745	4,700	4,657	4,652	4,653	4,706	4,830	4,862	4,948

## **Enrollment Projection Summary by School**

	Buck	eye Unior	n School D	istrict			
		-	on Summar		ıl		
School	19/20	20/21	21/22	22/23	23/24	24/25	25/26
Blue Oak Elem	492	476	457	444	445	434	437
Brooks Elem	478	491	491	489	499	505	520
Buckeye Elem	396	407	396	401	407	417	426
Oak Meadow Elem	548	545	528	527	517	505	511
Silva Valley Elem	472	487	462	458	459	442	439
Silver Dove Elem	0	-6	9	18	38	53	82
Valley View Elem	0	23	39	41	63	73	76
Elementary Totals	2,386	2,423	2,382	2,378	2,428	2,429	2,491
Camerado Springs Middle	518	499	511	550	563	608	645
Rolling Hills Middle	962	875	888	875	905	898	872
Middle Totals	1,480	1,374	1,399	1,425	1,468	1,506	1,517
Charter Montessori	731	774	768	774	802	796	807
Mandarin Immersion Charter	60	81	104	129	132	131	133
Other Totals	791	855	872	903	934	927	940
District Totals	4,657	4,652	4,653	4,706	4,830	4,862	4,948
Annual Change		-5	1	53	124	32	86



## **School Facility Utilization**

The following chart shows the current and projected utilization rates for each school. It has been color coded with blue representing schools with a utilization rate of under 70%, yellow representing a utilization rate of at least 70% but under 80% and red for the schools that have over 100% utilization.

School Facility Utilization	n		2019/20	2025/26	2019/20	2025/26
	Net	Net CR	Current	Projected	Current	Projected
Elementary Schools	<u>Classrooms</u>	<u>Capacity</u>	<u>Enrollment</u>	<b>Enrollment</b>	<u>Utilization</u>	<u>Utilization</u>
Blue Oak Elem	27	816	492	437	60.3%	53.6%
Brooks Elem	22	664	478	520	72.0%	78.3%
Buckeye Elem	19	496	396	426	79.8%	85.9%
Oak Meadow Elem	29	872	548	511	62.8%	58.6%
Silva Valley Elem	25	744	472	439	63.4%	59.0%
Silver Dove Elem*	0	0	0	82		
Valley View Elem*	0	0	0	76		
Sub-Totals	122	3,592	2,386	2,491	66.4%	69.3%
Middle Schools	2.0	0.50	540	6.45	<b>5.4.0</b> 0/	67.00/
Camerado Springs Middle	30	960	518	645	54.0%	67.2%
Rolling Hills Middle	33	1,056	962	872	91.1%	82.6%
Sub-Totals	63	2,016	1,480	1,517	73.4%	75.2%
Other Schools						
Charter Montessori	28	832	731	807	87.9%	97.0%
Mandarin Immersion Charter	0	0	60	133		
Sub-Totals	28	832	791	940		
District Totals	213	6,440	4,657	4,948	72.3%	76.8%

<sup>\*</sup>The projections for these schools don't include the current students transferring out that would attend these schools if they were open.

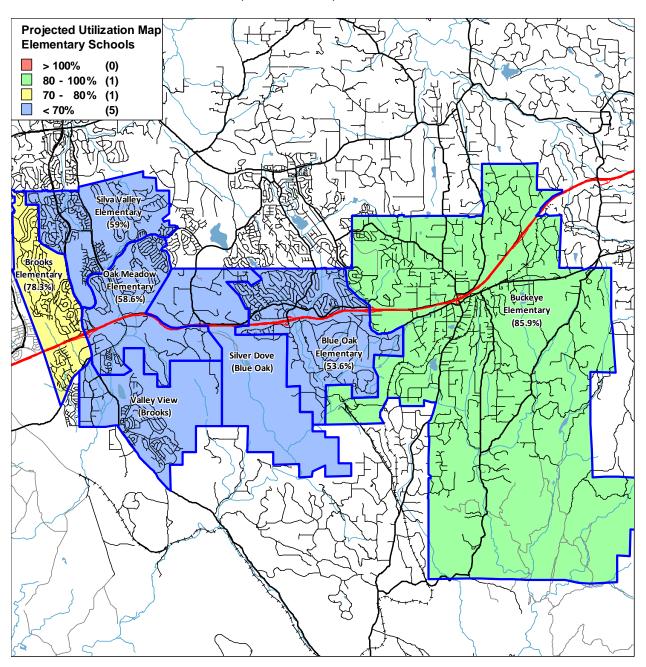
For 2019, the school with the highest percentage of available space is Camerado Springs Middle and the school that is impacted the most is Rolling Hills Middle.

The actual individual utilizations of the elementary schools will be higher due to housing the projected students from the Silver Dove and Valley View attendance boundaries.



## Buckeye Union School District Demographic Study 2019/20

The color-coded map below shows the projected utilization for the elementary schools. The capacities used to calculate these utilizations include all permanent and portable classrooms.







#### **MINUTES**

# REGULAR MEETING OF THE BOARD OF TRUSTEES BUCKEYE UNION SCHOOL DISTRICT

#### **DISTRICT VISION STATEMENT**

Working together with families, the community, and highly qualified staff, the Buckeye Union School District ensures that each student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, January 15, 2020 Room: District Office Board Room

Closed Session 6:00 p.m. Open Session – 7:00 p.m.

- I. CALL TO ORDER

  Meeting called to order at 6:06 p.m.
- II. PUBLIC COMMENTS
  None

#### III. ADJOURN TO CLOSED SESSION

- 1. Conference with District Negotiators Superintendent Dr. David Roth and Assistant Superintendent Jackie McHaney in reference to negotiations with the Buckeye Teachers' Association (BTA)
- IV. RECONVENE INTO OPEN SESSION & FLAG SALUTE
  Board reconvened into open session at 7:00 p.m. Brenda Hanson-Smith led the flag salute.
- V. ROLL CALL

Present:

Brenda Hanson-Smith, Ph.D.

Jon Yoffie

Winston Pingrey

Not Present:

Kirk Seal

Gloria Silva

#### VI. APPROVAL OF AGENDA

Superintendent David Roth requested the Board modify the current Agenda to move Item VIII.2 to Item IX - Reports. Winston Pingrey motioned to approve the Agenda, with the proposed modification. John Yoffie seconded the motion. The motion carried 3-0.

# VII. PUBLIC COMMENTS None.

#### VIII. PRESENTATIONS

1. 2018/2019 Audit Report

Jen Hall, from Crowe, Horrath presented the 2018/2019 Audit Report. Ms. Hall reported that the District has a clean audit, with one exception. A finding was made in relation to the paperwork involving the student inventory for the ASB account. Ms. Hall noted that this is a very common issue with respect to ASB accounts. Ms. Hall reported that this is driven primarily by the fact that these are funds primarily managed by students and there is a high turnover rate from year to year in who is doing these tasks. Again, Ms. Hall emphasized the District's audit found all to be in order.

#### IX. REPORTS

1. Budget Update: Jackie McHaney

None

2. Association Reports: BTA/CSEA

None.

- 3. California Montessori Project Charter School Report: Kim Zawilski Ms. Zawilski reported that CMP had their audit report completed as well and she is pleased to report that it was a clean audit with no findings. Ms. Zawilski also shared that many of their students were invited to write and submit their resolutions for the New Year to the Mountain Democrat, the editors were so impressed they ran it in two editions. Ms. Zawilski shared copies of the editions. She and her staff are now focusing on interim testing, and have done some manual scoring to see where their benchmarks are at this time of the year.
- 4. Rising Sun Montessori Charter School Report: Karl Zierhut None
- 5. Clarksville Charter School Report: Janell Sherman None
- 6. Cottonwood Charter School Report: Julie Haycock None
- 7. Reports and Requests by Board Members
  None

- 8. Enrollment Report: Jackie McHaney
  Assistant Superintendent Jackie McHaney is pleased to report that
  Enrollment is currently at 4689, which is an increase of 11 students from the prior month's report.
- 9. Superintendent's Report: Dr. David Roth Superintendent David Roth reminded the Board that on January 17th, the District will be holding its All Staff I-day at Rolling Hills. This will be the I-day in which the District will present tenure certificates and service pins to our employees. Superintendent Roth invited the Board members to join them if they could. Superintendent Roth also reported that it is now that time of the year in which we start planning for the next school year. In so doing, we have been pushing out advertising on social media platforms. It appears we have been getting lots of hits on these sites. In addition, we have marketed our IB programs and Mandarin Program via the Palladio Electronic Marquee, we believe we will split our adds and extend them for an additional month. Camerado Springs is reporting people are calling into the site earlier than ever this year, with one specifically noting the Marquee advertisement. Tonight Oak Meadow is having their Mandarin Immersion parent meeting and Principal Doug Shupe and IB Coordinator Amy Gargani are at Eich Middle School for their IB Parent presentation.
- 2. [Re-ordered Item] California School Dashboard State and Local Indicators Report Superintendent David Roth reported on the Buckeye, Mandarin Immersion, and Valley View Charter Montessori dashboard state indicators. The presentation can be found on our website under Board Agendas and Minutes.

## X. CONSENT AGENDA

- 1. Summary Report of Warrants
- 2. Minutes of the Regular Meeting, December 18, 2019
- 3. Personnel Update
- 4. Donation to School: Intel Volunteer Grant Program-\$1200.00 to Camerado Springs Middle School
- 5. 2019/2020 School Accountability Report Cards: Blue Oak Elementary, Charter Montessori Valley View Campus, Buckeye Elementary, Mandarin Immersion Charter School, Oak Meadow Elementary, Silva Valley Elementary, William Brooks Elementary, Camerado Springs Middle School and Rolling Hills Middle School

Jon Yoffie motioned to approve the consent agenda. Winston Pingrey seconded the motion. Motion carried 3-0.

1. Board Acceptance of the Annual Audit Report for the Year Ending June 30, 2019. The audit was reviewed and presented to the Board by Jen Hell, of Crowe Horwath. Assistant Superintendent Jackie McHaney requested the Board approve the Annual Audit Report for the year ending June 30, 2019.

Winston Pingrey motioned to approve the Annual Audit Report for the Year Ending June 30, 2019. Jon Yoffie seconded the motion. Motion carried 3-0.

- 2. First Reading of the Following California School Boards Association (CSBA) recommended Administrative Regulations (AR) Board Policies (BP), Board By-Laws (BB)
  - AR 1330 Use of School Facilities
  - AR 5113 Absences and Excuses
  - AR 5113.1 Chronic Absence and Truancy

Superintendent Roth noted that the Summary Sheet of the policy changes was not included in the Board packet. As a result, Superintendent Roth requested that the Board review the item tonight and that he bring the policies back to the Board for their consideration at its next meeting on February 5, 2020.

#### XII NEXT MEETING

Wednesday, February 5, 2020, at 7:00 p.m.

#### XIII. ADJOURNMENT

Winston Pingrey motioned to adjourn the meeting at 7:55 p.m. Jon Yoffie seconded the motion. Motion carried 3-0.

Approved By:	
Gloria Silva, Clerk	David Roth, Ph.D., Secretary
Date:	

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762 during normal business hours. Individuals who require special accommodation (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date.

# Quarterly Report on Williams Uniform Complaints [Education Code § 35186]

To: Dr. Ed Manansal	a, Superintendent of Sc	hools	
District: Buckey	je Union Sch	rool District	
Person completing this for	orm: Coleen Schu	vielert Title: Su	eperuntendent_
To: Dr. Ed Manansals  District: Buckey  Person completing this for Quarterly Report Submis (Check one)	ssion Date:	July 2019 October 2019 January 2020 April 2020	Secretary
Date for information to b	e reported publicly at g	overning board meeting:	215/2020
Please check the box that  No complindicated	aints were filed with an	y school in the district d	uring the quarter
	e following chart sumn	ols in the district during t narizes the nature and res	
General Subject Area	Total # of Complaints	# Resolved	# Unresolved
General Subject Area  Textbooks and Instructional Materials		# Resolved	# Unresolved
Textbooks and		# Resolved	# Unresolved
Textbooks and Instructional Materials Teacher Vacancy or		# Resolved	# Unresolved
Textbooks and Instructional Materials Teacher Vacancy or Misassignment		# Resolved	# Unresolved
Textbooks and Instructional Materials Teacher Vacancy or Misassignment Facilities Conditions	Complaints		# Unresolved
Textbooks and Instructional Materials Teacher Vacancy or Misassignment Facilities Conditions	Complaints	rict Superintendent	# Unresolved

# Big Brothers Big Sisters MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is an agreement between Big Brothers Big Sisters and **Buckeye Union School District.** 

Buckeye Union School District 5049 Robert J. Mathews Parkway El Dorado Hills, CA 95762 Big Brothers Big Sisters 3461 Robin Ln Ste 2 Cameron Park, CA 95682

## Memorandum of Understanding Purpose:

The purpose of this Memorandum of Understanding is to create and confirm an effective working relationship between Big Brothers Big Sisters and the **Buckeye Union School District**. Big Brothers Big Sisters will provide a professional program manager to implement our evidence-based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

#### **Memorandum of Understanding Timeline:**

The terms of the Memorandum of Understanding are effective: <u>January 15, 2020 through June</u> 1, 2022.

Compensation: The Buckeye Union School District will not be charged for the services provided by Big Brothers Big Sisters.

#### Memorandum of Understanding Agreement and Description of Services

#### Section A:

Big Brothers Big Sisters ("BBBS") agrees to provide the following:

- 1. Complete appropriate background check and live scan, recruit, screen and train, the volunteer mentors (Bigs).
- 2. A system for enrolling the children (Littles). School partners will complete a BBBS "referral". BBBS will obtain permission from the student's parent or legal guardian. This permission form will include the necessary consent for the release and sharing of the child's personal information, between Buckeye Union School District (Buckeye) and BBBS.
- 3. "Match" the Bigs and Littles. Bigs will be assigned to the Little to enhance and further develop other assets as needed for the Littles as determined by the Littles case plan.
- 4. Provide ongoing monitoring of the Big-Little relationships and provide consultation and assistance to all parties. BBBS will keep a record of these monitoring contacts.

- 5. Measure the outcomes for the Little at appropriate intervals
- 6. Provide reports regarding outcomes to Buckeye.
- 7. Maintain regular dialogue with Buckeye to ensure that it meets the expectations for effective, high quality, program delivery.
- 8. Maintain appropriate insurance; including child molestation, property, and liability.
- 9. BBBS and its employees, agents, volunteers, and mentors shall maintain the confidentiality of all child records in compliance with federal and state laws except in the instances of suspected child abuse. All BBBS volunteers are trained in mandated reporting of child abuse and are required to report to BBBS staff immediately after their scheduled time with their Little if suspicious of child abuse.

BBBS agrees that it is an independent contractor, and that neither BBBS nor any of its employees or agents is an employee of Buckeye Union.

#### Section B:

Buckeye Union School District ("Buckeye") agrees to the following:

- 1. Designate BBBS as one of Buckeye's approved service partners.
- 2. Provide student referrals to BBBSEDC. Schools Liaison will complete a BBBS "referral" for purposes of matching.
- 3. Designate specific semi-private indoor area (when needed) to allow children and volunteers to meet at least once a week on Buckeye campuses.
- 4. Allow BBBS staff to interact with children enrolled in program to assure child safety and match relationship development.
- 5. Maintain regular dialogue with BBBS to ensure that it meets the expectations for effective, high quality, program delivery.
- 6. Assist with connecting BBBS to volunteer mentor resources as able.
- 7. Provide letters of support as requested.
- 8. Maintain appropriate insurance.

#### Indemnification:

Buckeye Union School District shall save, defend, hold harmless and indemnify BBBSEDC (its employees, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Buckeye Union School District or its board members, officers, employees, volunteers or agents occurring in connection with or in

any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of BBBSEDC.

BBBSEDC shall save, defend, hold harmless and indemnify the Buckeye Union School District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of BBBSEDC or its employees, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Buckeye Union School District.

This memorandum may be amended, in writing, at any time with the concurrence of both parties.

Dr. David Roth

Superintendent Buckeye Union School District Date

1/13/2010

Brenda Frachiseur

**Executive Director** 

Big Brothers Big Sisters

# TREASURER – TAX COLLECTOR K. E. COLEMAN, MBA | M.ACC.

360 Fair Lane, Placerville, CA 95667 (530) 621-5800 | taxcollector@edcgov.us

Date: January 30, 2020

To: Depositors to County Investment Pool

From: K. E. Coleman, Treasurer-Tax Collector

RE: Investment Portfolio Report - quarter ending December 31, 2019

Attached herewith is the Investment Portfolio Report for the quarter ending December 31, 2019 per Government Code 53646(b) (1) and 53646(e).

The State of California Local Agency Investment Fund Portfolio Report is available in its entirety at the Board Clerk's Office or may be accessed at

http://www.treasurer.ca.gov/pmia-laif/

under "Pooled Money Investment Board" report.



# TREASURER – TAX COLLECTOR K. E. COLEMAN, MBA | M.ACC.

360 Fair Lane, Placerville, CA 95667 (530) 621-5800 | taxcollector@edcgov.us

**Date:** January 30, 2020

To: K. E. Coleman, Treasurer-Tax Collector

From: Todd Hall, Treasury Quantitative Specialist ₩

RE: Investment Portfolio Report - quarter ending December 31, 2019

The El Dorado County Pooled Investment Portfolio Report for the quarter ending December 31, 2019 is attached for your review.

Average remaining life to maturity is 138 days. The effective rate of return is 2.23%. Market values for securities held in third-party custody are provided by the safekeeper. Certificates of Deposit and funds in State of California Local Agency Investment Fund are marked at face value.

I certify that this report accurately reflects all the County investments, and is in conformance with the adopted County Investment Policy. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity to meet the pool's expenditure requirements for the next six months and anticipated revenues are available to meet the County's budgeted expenditures.



## **EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - SUMMARY**

December 31, 2019

Investments	Book Value	Percent of Portfolio	Average Term	Avg Days to Maturity	
State of CA Local Agency Invest Fund	65,000,000.00	11.18	1	1	LA1
Treasury Securities - Coupon	291,148,569.56	50.07	356	153	TRC
Treasury Securities - Discount	84,170,963.90	14.48	232	204	TRD
Certificates of Deposit - Bank	39,342,750.00	6.77	616	305	BCD
Federal Agency Issues - Coupon	16,204,392.98	2.79	445	397	FAC
Money Market Account	85,600,200.00	14.72	1	1	RRP
Total Investments and Averages	581,466,876.44	100.00%	266	138	
	Month End	a hannin kunda sakin kantanan sakin sa	maje v majamajimmajuma s gaji i ligi harbiy ya Kapi-laijikka, Yiga ili Milatiy (A. 1876).	and a company of the control of the	

Effective Rate of Return

2.23%

BY: TODISHALL, TQS FOR: K, E. COLEMAN, TREASURER/TAX COLLECTOR



# EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

**December 31, 2019** 

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturity	•
State of (	CA Local Agency Invest Fund					
071-000000-1	STATE OF CALIFORNIA	65,000,000.00	65,000,000.00	65,000,000.00	1	
Treasury	Securities - Coupon					
001-200115-1	US TREASURY	20,000,000.00	19,998,000.00	19,989,539.19	14	01/15/2020
001-200115-2	US TREASURY	10,000,000.00	9,999,000.00	9,994,799.33	14	01/15/2020
001-200131-1	US TREASURY	15,000,000.00	14,995,200.00	14,981,634.18	30	01/31/2020
001-200131-2	US TREASURY	5,000,000.00	4,998,400.00	4,994,586.77	30	01/31/2020
001-200215-1	US TREASURY	10,000,000.00	9,996,500.00	9,985,706.21	45	02/15/2020
001-200229-1	US TREASURY	20,000,000.00	19,990,800.00	19,963,225.75	59	02/29/2020
001-200229-2	US TREASURY	5,000,000.00	4,997,700.00	4,991,429.44	59	02/29/2020
001-200315-1	US TREASURY	16,000,000.00	15,998,720.00	15,976,221.75	74	03/15/2020
001-200331-1	US TREASURY	20,000,000.00	19,986,800.00	19,949,579.83	90	03/31/2020
001-200415-1	US TREASURY	13,000,000.00	12,996,490.00	12,985,746.06	105	04/15/2020
001-200430-1	US TREASURY	20,000,000.00	20,048,400.00	19,998,561.38	120	04/30/2020
001-200531-1	US TREASURY	20,000,000.00	19,989,000.00	19,925,920.10	151	05/31/2020
001-200615-1	US TREASURY	20,000,000.00	19,993,000.00	19,953,157.65	166	06/15/2020
001-200715-1	US TREASURY	5,000,000.00	4,996,900.00	4,987,911.18	196	07/15/2020
001-200731-1	US TREASURY	17,000,000.00	17,066,881.14	17,066,030.91	212	07/31/2020
001-200731-2	US TREASURY	10,000,000.00	10,165,737.23	10,169,788.64	212	07/31/2020
001-200815-1	US TREASURY	10,000,000.00	10,158,637.50	10,162,607.94	227	08/15/2020
001-200831-1	US TREASURY	10,000,000.00	9,906,242.58	10,008,415.28	243	08/31/2020
001-201130-1	US TREASURY	15,000,000.00	15,003,875.82	15,005,671.99	334	11/30/2020
001-210131-1	US TREASURY	30,000,000.00	30,064,861.96	30,058,035.98	396	01/31/2021
Treasury	Securities - Discount					
001-200528-1	US TREASURY	25,000,000.00	24,843,250.00	24,807,166.67	148	05/28/2020
001-200604-1	US TREASURY	30,000,000.00	29,802,900.00	29,769,466.67	155	06/04/2020
001-201008-1	US TREASURY	20,000,000.00	19,764,800.00	19,746,755.56	281	10/08/2020
001-201203-1	US TREASURY	10,000,000.00	9,861,500.00	9,847,575.00	337	12/03/2020
Certificat	es of Deposit - Bank					
019-240824-1	RIVER CITY BANK	1,400,000.00	1,400,000.00	1,400,000.00	1,695	08/22/2024
027-200611-1	FARMERS & MERCHANT BK LONG BCH	1,693,000.00	1,693,000.00	1,693,000.00	162	06/11/2020



# EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

December 31, 2019

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturit	
027-200618-1	FARMERS & MERCHANT BK LONG BCH	4,000,000.00	4,000,000.00	4,000,000.00	170	06/19/2020
027-200626-1	FARMERS & MERCHANT BK LONG BCH	3,000,000.00	3,000,000.00	3,000,000.00	177	06/26/2020
027-201205-1	FARMERS & MERCHANT BK LONG BCH	5,000,000.00	5,000,000.00	5,000,000.00	339	12/05/2020
027-201217-1	FARMERS & MERCHANT BK LONG BCH	3,000,000.00	3,000,000.00	3,000,000.00	351	12/17/2020
028-200403-1	FIRST BANK	5,000,000.00	5,000,000.00	5,000,000.00	93	04/03/2020
028-200411-1	FIRST BANK	5,000,000.00	5,000,000.00	5,000,000.00	109	04/19/2020
028-201206-1	FIRST BANK	7,000,000.00	7,000,000.00	7,000,000.00	340	12/06/2020
079-210328-1	UMPQUA BANK	4,000,000.00	4,000,000.00	4,000,000.00	452	03/28/2021
079-220206-1	UMPQUA BANK	249,750.00	249,750.00	249,750.00	767	02/06/2022
Federal A	Agency Issues - Coupon					
002-200911	FEDERAL HOME LOAN BANK	8,000,000.00	8,118,563.33	8,113,361.68	254	09/11/2020
002-201001	FEDERAL HOME LOAN BANK	5,000,000.00	5,056,914.58	5,055,846.90	274	10/01/2020
002-220909-1	FEDERAL HOME LOAN BANK	3,000,000.00	3,032,596.67	3,035,184.40	982	09/09/2022
Money Ma	arket Account					
019-000000-1	RIVER CITY BANK	13,203,500.00	13,203,500.00	13,203,500.00	1	
021-000000-1	CITIZENS BUSINESS BANK	106,700.00	106,700.00	106,700.00	1	
025-000000-1	EAST WEST BANK	28,600,000.00	28,600,000.00	28,600,000.00	1	
027-000000-1	FARMERS & MERCHANT BK LONG BCH	90,000.00	90,000.00	90,000.00	1	
028-000000-1	FIRST BANK	16,600,000.00	16,600,000.00	16,600,000.00	1	
079-000000-1	UMPQUA BANK	20,250,000.00	20,250,000.00	20,250,000.00	1	
244-000000-1	Five Star Bank	6,750,000.00	6,750,000.00	6,750,000.00	1	
	Total Investments and Average	581,942,950.00	581,774,620.81	581,466,876.44	138	

#### **BUCKEYE UNION SCHOOL DISTRICT**

**AGENDA ITEM #:XII.1.** 

ACTION: Update of 2019 Local Control and Accountability Plan (LCAP) ESSA Federal Addendum

#### **SITUATION:**

Subsequent to the Board's approval of the LCAP ESSA Federal Addendum in June 2019, the California Department of Education (CDE) reviewed the District's document and requested revisions. The District is submitting the updated document that received final approval from the CDE to the Board for final approval.

Effective 2018, Local educational agencies applying for the Every Student Succeeds Act (ESSA) Federal Funds must complete the LCAP Federal Addendum as part of meeting the requirements for the ESSA LEA Plan. The ESSA, a federal law, requires school districts that apply for federal funding to complete a federal addendum have the federal addendum adopted by the Governing Board and electronically submit the federal addendum to the California State Department of Education. The federal addendum takes the place of the Local Education Agency (LEA) Plan that had been in place since 2002 and revised annually.

#### Title I

In Buckeye Union School District, Buckeye Elementary is the only school site designated as socioeconomically disadvantaged and eligible to receive Title I funds. In California, Title I schools and Title I districts must meet annual proficiency targets in the areas of English Language Arts (ELA) and Mathematics as indicated on the California School Dashboard. Title I schools that are in the lowest 5% of schools enter into a State program of Comprehensive Support and Improvement (CSI). Additionally, a school could be identified for Targeted Support and Improvement (TSI) for a subgroup(s) that does not meet proficiency. There are no schools in Buckeye USD that qualify for comprehensive support and improvement (CSI) or additional targeted support and improvement (ATSI).

<u>Title II Professional Development Funding for Principals and Teachers</u>
This funding is for professional development for administrators and teachers.

#### Title III

Title III, under the new federal ESSA (Every Student Succeeds Act), provides supplemental funding to districts for programs designed to help students receiving English Learner (EL) services attain English proficiency and meet the State's academic and content standards. Title III accountability is a set of annual academic performance goals established for each district to hold them accountable for the progress and performance of ELs.

#### Title IV

This funding is used for professional development of certificated personnel.

#### PLAN:

The State consolidated plan under the Every Student Succeeds Act (ESSA) for Title I, II, III and IV was approved by the United States Department of Education in July 2018 after a few revisions. The State of California uses the California Assessment of Student Performance and

Cover Sheet/02/05/20. Essa update

Progress System (CAASPP) including the Smarter Balanced assessment system to measure the academic achievement of students, including Title I and Title III students, and will disaggregate data by subgroup data for the new accountability system. The District will also submit additional data documenting progress in alignment to the Local Control Accountability Plan (LCAP).

The plan is to have the Board review and approve the ESSA Federal Addendum. Once approved, the federal addendum will be submitted to the California Department of Education for approval and as a next step to apply for ESSA funding.

#### **LONG RANGE GOAL:**

District Goal # 1: Maximize Student Achievement

District Goal #2: Maintain Fiscal Integrity & Accountability of the District District Goal #5: Promote Development of Each Student as a "Whole" Person

#### **SUPERINTENDENT'S RECOMMENDATION:**

The Superintendent recommends the Board approve the updated ESSA Federal Addendum as presented.

## Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

## **LEA Name**

**Buckeye Union Elementary School District** 

## **CDS Code:**

09 61838 0000000

## Link to the LCAP:

(optional)

## For which ESSA programs apply to your LEA?

Choose From:

#### TITLE I, PART A

Improving Basic Programs Operated by State and Local Educational Agencies

#### **TITLE II, PART A**

Supporting Effective Instruction

#### **TITLE III, PART A**

Language Instruction for English Learners and Immigrant Students

#### **TITLE IV, PART A**

Student Support and Academic Enrichment Grants

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

In the following pages, ONLY complete the sections for the corresponding programs.

#### Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision within the LCAP Federal Addendum Template.

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

#### Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The Buckeye Union School District uses federal funds to support and enhance educational services offered to students. Programmatic needs are determined using local and state measures, stakeholder feedback, and performance data from the California School Dashboard. In order to address achievement gaps among socioeconomically disadvantaged students and English learners, the District uses Title I and Title III funds to support the base educational services through the use of small group instruction and intervention.

Title II and IV funds are utilized to provide professional development to support the professional development of service providers that serve underperforming and at-risk students.

## **Alignment**

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The LEA works to align the use of federal funds with activities funded by state and local funds through the LCAP community engagement process, discussions with the District Board of Trustees, school site councils, and the DELAC/ELAC. A variety of data points are used to inform those discussions including academic performance, discipline, absenteeism, parent engagement, and teacher/administrator reports.

#### **ESSA Provisions Addressed Within the LCAP**

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

#### **TITLE I, PART A**

#### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (as applicable)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

#### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT		
1112(b)(11)	6 (as applicable)		

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

**Career Technical and Work-based Opportunities** 

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A-B)	2, 4, 7 (as applicable)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

## Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (as applicable)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (as applicable)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

## **Poverty Criteria**

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

#### **ESSA Provisions Not Addressed in the LCAP**

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

#### TITLE I, PART A

#### **Educator Equity**

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

#### **Parent and Family Engagement**

ESSA SECTIONS 1112(B)(3) AND 1112(B)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The District primarily focuses Title I, part A funds on the Buckeye Elementary Campus, our site with the highest proportion of economically disadvantaged students.

The parent and family engagement policy was shared with parents at an initial Title 1 family meeting in the fall of each school year. A copy of the written policy is made available to the parents at that time. Input on the policy and recommendations were solicited from the participating parents.

Parent education nights are provided to our Title 1 parents throughout the school and cover a variety of topics that reflect the input gathered from conducting needs assessments. The topics address the rigor involved with our state standards, how to support student achievement, as well as the local and state assessments that will be used to monitor student achievement.

The LEA will educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school by incorporating into annual professional development that will occur during staff meetings and/or in-service days. The District's Title I coordinator will facilitate the participation of parent liaisons in the development of these trainings.

We will provide reasonable accommodations, such as sign-language interpreters, to parents and family members with disabilities. Special accommodations will be made for communicating with families that have accessibility needs or other special needs which make corresponding with the school difficulty (e.g. home visits). The LEA will provide opportunities for the informed participation of parents and family members of migratory children by meeting with parents and family members before students are away from school for an extended period of time and once the students return after and extended absence to help parents overcome educational disruption.

The LEA will ensure that a Title I parent liaison is identified to participate on the LCAP Parent Advisory Committee. The LEA also provides opportunities for parent engagement and update regarding the LCAP at the school site level with parent meeting opportunities.

Based on the initial needs assessments, the Title 1 families are given training on how to support students with both literacy and mathematics. This past school year, we held several workshops on how to support students with the mathematics at home. In addition, we share information on how to access online tools at home to support student learning such as Lexia Core 5, ST Math, and Raz-Kids.

Several members of our staff have attended workshops and trainings that involved supporting families that live in poverty. A team of teachers attended the Poverty Institute in Portland and another group attended a training on coaching teachers and staff to support families living in poverty. This information was brought back and shared with the staff during multiple staff meetings throughout the school year. This training also led to increase in community outreach with members of the staff visiting the low income apartment complexes that feed into our school to distribute materials and food before the start of the school year.

We have a Head Start preschool program on our site and we invite the families to our school-wide events such as our family literacy night and other school-wide functions. In addition, we advertise our family education nights to the preschool families. We currently support our families with various needs such as gas cards, helping with laundry, directing them to local food pantries. Additionally, clothing needs, food, and gifts around the holidays are provided through local churches. Furthermore, he local Rotary Club supplies refurbished bikes to some of our Title 1 students.

Communications are sent weekly to all families and hard copies are sent out in Friday Folders. For our Spanish speaking families we hire an interpreter for all Title 1 meetings. In addition, meeting notices are posted in both English and Spanish.

Since background checks are required for all parent volunteers, we provide a financial assistance for those families that need support in completing the necessary background checks. We also discuss the various opportunities to become involved at the school during our parent meetings.

Communications are sent to all parents about the ability to be involved in various committees such as ELAC, SSC, PTC, and District committees. Our interpreter works with our Spanish speaking families to articulate the opportunities at our school.

## Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

We are a Targeted Assistance School and identify students in need of additional support based on local and state assessments. We also consider information provided during the registration process to identify families that may need some additional support for both home and school. Students that are identified receive additional literacy support in the way of reading intervention on either a pullout or push-in basis depending on their level of need. We also purchase additional online tools that can be used both in the classroom and home to help students progress with math and literacy. Our families are offered a wide variety of educational opportunities around how to best support their child. We also provide an English language development class for some of Spanish speaking parents.

SWP: N/A

Neglected or delinquent: N/A

Working with the staff, we identify students in need of additional support based on local and state assessments. We also consider information provided during the registration process to identify families that may need some additional support for both home and school. The information on who will receive targeted assistance and the criteria in which they are identified is shared with the parents during the initial parent information night at the start of the school year. The progress of these students is monitored throughout the school year by relevant staff members and progress is shared with the families at each trimester.

#### **Homeless Children and Youth Services**

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

Our homeless students are supported in a variety of ways including transportation to and from school, academic resources to be utilized at home, support with various material needs such as school supplies and clothing, and information on how to access community resources. Upon notification that a student is eligible under McKinney Vento the LEA puts families into contact with both the District and county homeless liaison. A child experiencing homelessness is entitled to the same free and appropriate public education as provided to other children and youths. The LEA ensures no barriers impede a student from immediately enrolling in school and ensures that without delay the child may either attend their school of origin or their current school of residence. The LEA will provide transportation and other necessary services such as free meal programs. During the school day, homeless students receive support based on their level of needs. We provide both social emotional support as well as academic. Reservation funds are used to defray the costs of transportation as well as providing gas cards and basic necessity supplies for these students which can range from items like shampoo and toothpaste to socks and shoes.

#### **Student Transitions**

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) coordination with institutions of higher education, employers, and other local partners; and
- (B) increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

The LEA facilitates effective transitions for students from middle grades to high school by conferring with counselors at the receiving high schools, about the needs of at-risk students, prior to the end of the 8th grade year.

#### **Additional Information Regarding Use of Funds Under this Part**

ESSA SECTION 1112(b)(13) (A-B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A			

#### TITLE I, PART D

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the LEA and correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Successful Transitions**

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Educational Needs**

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Parent and Family Involvement**

ESSA SECTION 1423(8)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Program Coordination**

ESSA SECTION 1423(9-10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:
Probation Officer Coordination ESSA SECTION 1423(11)
As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.
THIS ESSA PROVISION IS ADDRESSED BELOW:
Individualized Education Program Awareness ESSA SECTION 1423(12)
Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.
THIS ESSA PROVISION IS ADDRESSED BELOW:
Alternative Placements ESSA SECTIONS 1423(13)
As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.
THIS ESSA PROVISION IS ADDRESSED BELOW:

#### TITLE II, PART A

#### **Professional Growth and Improvement**

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA provides all newly credentialed teachers with an induction coach that works with the new teacher throughout the year. All teachers are provided three in-service days each year and the District convenes grade level representatives who participate as learning community facilitators who participate in District training that they bring back to their teams at the sites. The LEA also provides early release time on a weekly basis in which teachers work on their professional practices. The LEA measures growth of teachers through principal and district administrator observations and student performance data. The District evaluates all teachers on either an annual or every 5 year cycle depending upon performance. Within this process teachers and principals identify professional goals and participate in a reflective observation process. In the event teachers are not performing in a satisfactory manner, we offer a process of peer assistance and review. Teachers are encouraged to bring forth professional development interests at any time and are provided financial incentives in the collective bargaining agreement to pursue professional development.

Principals are evaluated annually by the Superintendent. During that process, principals establish goals and participate in a series of reflective conversations and reviews of school performance data. Principals participate in professional development alongside of teachers during District in-service and early release days, at leadership meetings, and other venues.

Other school leaders are evaluated by the Superintendent or the supervising administrator for their position. This process includes goal setting, reflective conversation, and reviews of District performance data. Professional growth is further supported during their participation at District in-service days, early release day pd, leadership meetings, and other venues.

These systems promote professional growth and ensure improvement as they engage all parties in a continuous improvement cycle that is inherent in our systems culture. The system ensures a that both employees and administrators can communicate the areas of support they most require for professional growth in order to ensure improvement. The LEA measures growth and improvement using the metrics incorporated into the California Dashboard.

These systems support principals, teachers, and other school leaders by promoting continuous reflections on professional practices, promoting engagement in ongoing professional development, and providing reflection upon and feedback regarding outcomes.

In order to evaluate its systems of professional growth and improvement, the District collects participant feedback from all parties in relation to District professional development activities. We also survey parties on their professional development interests as well as identify areas of challenge in outcome data in order to ensure the focus of professional development and support is designed for maximal impact.

#### **Prioritizing Funding**

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

#### **Data and Ongoing Consultation to Support Continuous Improvement**

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The District uses a variety of data to continually update and improve activities supported under Title II, Part A. Survey data is collected from participants after each professional development session and is reviewed by members of the Curriculum and Instruction Department and principals. At least once a year, the results are provided to the Board of Trustees. The interests of principals and other school leaders are obtained in one-on-one and in small group settings to solicit feedback on the quality and results of training as well as for the purpose of adjusting training for the future. Annually, the principals and other school leaders consult with paraprofessionals, specialized instructional support personnel, charter school leaders, parents, community partners, and organization or partners with relevant and demonstrated expertise in programs and activities. These consultations occur in one on one and group settings. Subsequent to providing professional development, the District works with principals and other leaders to determine the impact of the implementation that was intended to be associated with the professional development. Typical metrics for determining impact include observation, state assessment results, local assessment results, student survey, parent survey, etc. The activities associated with Title II, Part A are designed to be in alignment with our broader goals and activities incorporated in the LCAP.

#### TITLE III, PART A

#### **Title III Professional Development**

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

ELD support teachers will be provided with on-going, high-quality professional development on how to effectively implement strategies specific to English learners

Provide classroom teachers and site administrators with focused supplemental professional development using instructional strategies to be used with LTEL, newcomer, and recently reclassified EL students

Provide classroom teachers and site administrators with professional development focused on the use of designated supports to be used by EL students on the Smarter Balanced Assessment

Provide classroom teachers, ELD support teachers, and site administrators with professional development that identifies specific target areas gleaned from EL students' results from the Smarter Balanced Assessment and provide strategies and supports that address these specific target areas.

#### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

Provide outreach meetings for immigrant families for the purpose of informing them about school and district-related events.

Inform immigrant families about how the District is working to address common issues of immigrant students entering our schools.

Assist immigrant families and children with the transition into the educational system and our District and encourage their involvement in our school system.

Provide classroom teachers and site administrators with professional development focused on increasing cultural awareness of immigrant cultures and the issues immigrant families/students face when entering the school district (e.g. guest speakers).

#### **Title III Programs and Activities**

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

Provide intensive English language instruction through an extended school year (summer school) program for EL students focused on improving English language proficiency.

Provide on-line English language program for students who need intensive language instruction, using licensed computer software (e.g. Rosetta Stone).

#### **English Proficiency and Academic Achievement**

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (C) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (D) meeting the challenging State academic standards.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

ELD support teachers at each site will work with site and District administration to plan designated ELD lessons, which will be taught during designated ELD pull out periods.

In addition to classroom observations to observe the implementation of EL strategies from the District EL coordinator, teachers with English learners will receive additional coaching and receive instructional strategies to support their English learners.

Provide supplementary ELD instructional materials to be used in designated ELD groups that focus on newcomers.

#### TITLE IV, PART A

#### Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The Buckeye Union School District consults with teachers via site council, which meets at least four times a year. It also meets at teacher work days with administration present on a monthly basis where they discuss instructional strategies and academic results and suggest courses of action for specific grade levels and/or departments as well as school-wide projects and activities. Special education staff and school counselors are involved in this work and they also have an opportunity to brief staff regarding individual students that need support in specific ways. Principals and other school leaders, - are also involved in site council meetings, LCAP team, and teacher targeted collaboration work days. In addition, each teacher and classified staff member has an opportunity to address the Governing Board regarding any requests or recommendations for change. Parents are included in Site Council and LCAP team, back to school night, community forums, and Governing Board meetings. Buckeye Union School District has three (3) middle schools all of whom provide a Student Body representative to present at Governing Board meetings on the activities and goals for each school site, which helps improve attendance at these meetings where often times budget information is discussed.

In addition, the District is in the process of implementing the Multi-Tiered System of Supports (MTSS) and Positive Behavior Intervention Services (PBIS) at many of its school sites and will be supplementing professional development and resources for supporting MTSS and PBIS both academically and behaviorally with Social and Emotional Learning (SEL).

Program objectives and intended outcomes for the activities described herein include, but are not limited to, improving individual student academic achievement as well as improving appropriate classroom and school behaviors. At the elementary and middle school level we have an increasing number of students in need of early intervention for mental health support, specifically as it relates to behavioral and verbal challenges.

BUSD provides opportunities for students to develop self-awareness, self-management, social awareness, relationship skills, and responsible decision-making skills in addition to bullying prevention programs all in an effort to form a cohesive and safe, supportive school environment on all of our campuses. For example, last year our middle schools hosted Point Break Assemblies at our middle school as well as Color Point – both of which are designed to train students to develop self-awareness/empathy as part of an anti-bullying prevention program. Several of our sites are implementing PBIS and have created staff and student videos modeling appropriate and inclusive behaviors for students.

BUSD uses the Local Control Accountability Plan (LCAP) process to guide instruction and services to students in the District. On an annual basis, BUSD gathers data on suspensions, expulsions, absenteeism, academic achievement, promotion rates, appropriately credentialed teachers and sufficient instructional materials and presents that information at multiple public forums. With respect to the effectiveness of the planned professional development and targeted intervention services to improve student achievement, BUSD will use such tools as curriculum based assessments, Illuminate, SBAC, ELPAC and interim benchmark assessments, to analyze the data to determine whether the measures are resulting in the intended outcomes. With respect to the effectiveness of the planned programs and services for students to improve classroom and school-wide behavior and address the social emotional learning needs of each student, BUSD will use such tools as student groups with school counselors, analyzing data on suspensions, expulsions, and school office referrals, as well as analyzing data related to school safety and climate that is gathered through the annual District survey and the California Healthy Kids Survey.

Buckeye Union School District has chosen to utilize its funds to support teachers in their professional development, including intervention teachers who are on staff at each site to ensure all students have the support they need to pass core classes under Section 4107. Additionally, Buckeye USD has special education staff and counseling services on all of its campuses, including its three (3) middle schools, who work with the high school district to ensure a smooth transition to the high school upon promotion from our school district. Buckeye USD supports safe and healthy students in several ways, including providing health clerks at each school site, employing district-wide school nurses, employing school counselors at each school site, employing district-wide school psychologists, providing free and reduced meals and transportation services.

#### **BUCKEYE UNION SCHOOL DISTRICT**

**AGENDA ITEM #: XII.2.** 

**ACTION:** Adopt Resolution No. 20-01 Approving Final Settlement Agreement between the El Dorado Schools Financing Authority and Serrano El Dorado Owners' Association

#### **SITUATION:**

The El Dorado Schools Financing Authority consisting of its member school districts, the Buckeye Union School District, Rescue Union School District and the El Dorado Union High School District and the Serrano El Dorado Owners' Association have reached a Final Agreement related to the establishment of an end date for Community Facilities District No. 1 of the El Dorado Schools Financing Authority. All material terms of the Final Settlement Agreement have been agreed to by all parties and a copy of the Final Settlement Agreement is being presented to the Board for its information and ratification as a member district of the JPA.

#### PLAN:

To have the Board adopt Resolution No. 20-01 approving the Final Settlement Agreement between the El Dorado Schools Financing Authority and Serrano El Dorado Owners' Association.

#### **FISCAL IMPACT:**

None. Currently, the District is obligated to pay lease payments with respect to certain outstanding series of certificates of participation, which lease payments have historically been funded entirely by the Special Tax revenues received by the District through CFD No. 1. Under the terms of the Settlement Agreement, the District's outstanding obligations will be repaid in full. In addition, the District will realize a \$1.4 million dollar pro-rata contribution to the future centralized kitchen project.

#### **LONG RANGE GOAL:**

District Goal #2: Maintain Fiscal Integrity & Accountability of the District

#### **SUPERINTENDENT'S RECOMMENDATION:**

The Superintendent recommends that the Board approve Resolution No. 20-01 approving the Final Settlement Agreement between the El Dorado Schools Financing Authority and its member districts, and the Serrano El Dorado Owners' Association.

#### **RESOLUTION NO. 20-01**

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE BUCKEYE UNION SCHOOL DISTRICT, APPROVING THE FINAL SETTLEMENT AGREEMENT RELATING TO THE FUTURE TERMINATION OF THE SPECIAL TAX LEVIED BY COMMUNITY FACILITIES DISTRICT NO. 1 (CFD NO. 1) OF THE EL DORADO SCHOOLS FINANCING AUTHORITY, AND THE FUTURE DISSOLUTION OF CFD NO. 1

WHEREAS, on June 19, 1990, a Joint Exercise of Powers Agreement was entered into among the Buckeye Union School District (the "District"), the El Dorado Union High School District, and the Rescue Union School District (together, the "School Districts"), establishing the El Dorado Schools Financing Authority (the "Authority") pursuant to the Joint Powers Act (Gov. Code, §§ 6500, et seq.), for the purposes set forth pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Gov. Code, §§ 6584, et seq.); and

**WHEREAS**, the Authority established Community Facilities District No. 1 ("CFD No. 1") in 1991 pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code, §§ 53311, et seq.); and

**WHEREAS**, CFD No. 1 is authorized to levy, and has levied, special taxes (the "Special Tax") on property within the boundaries of CFD No. 1, for the purpose of financing certain school facilities of the School Districts; and

**WHEREAS**, this Board of Trustees now wishes, as do the Authority, and each of its other member School Districts, to establish an end date for the Special Tax (the "Special Tax Termination Date"), upon which date the Special Tax will cease to be levied by CFD No. 1; and

WHEREAS, on or around May 22, 2019, the Authority, CFD No. 1, each of the School Districts, and the Serrano El Dorado Owners' Association (the "Association") (together, the "Parties"), entered into a Memorandum of Understanding (the "MOU"), outlining general terms under which the Special Tax would be discontinued and CFD No. 1 would be dissolved, and directing the parties to formalize such terms through the execution of a Final Settlement Agreement among the parties (the "Final Settlement Agreement"); and

**WHEREAS**, the Final Settlement Agreement has been jointly negotiated and discussed by the Parties, with the help of their respective legal counsel; and

**WHEREAS**, this Board of Trustees now wishes to approve the Final Settlement Agreement, and authorize staff of the District to execute same, and otherwise conduct and perform the actions contemplated by the Final Settlement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY** the Board of Trustees (the "Board") of the Buckeye Union School District (the "District"):

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- 1. The Board hereby approves the Final Settlement Agreement in substantially the form attached hereto as Exhibit A.
- 2. At a meeting of the governing board of the Authority, which meeting took place on January 22, 2020, the Final Settlement Agreement was approved by the each of the School Districts, the Clerk of this Board, as a governing board member of the Authority, or such alternate as shall sit on the governing board of the Authority on behalf of the District, was hereby authorized and directed to approve the Final Settlement Agreement on behalf of the Authority.
- 3. Any one or more of the Clerk of this Board, the Superintendent of the District, or such other as they may designate (each an "Authorized Officer" and together, the "Authorized Officers"), are hereby authorized and directed to execute the Final Settlement Agreement, and to do any and all things which they may deem necessary or advisable in performance of the District's duties and responsibilities under the terms of the Final Settlement Agreement and otherwise to carry out, give effect to and comply with the intent of this Resolution.
  - 4. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS** 5th day of February, 2020.

	AYES:			
	NOES:			
	ABSENT:			
	ABSTAIN:			
	•			on was adopted and keye Union School
			Soard of Trust	
ATTEST:				
*	of Trustees of on School Dist			

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#### **EXHIBIT A**

#### FINAL SETTLEMENT AGREEMENT

This Final Settlement Agreement (this "Agreement"), dated for reference purposes as of January 22, 2020, is entered into by and among the EL DORADO SCHOOLS FINANCING AUTHORITY (the "Authority"), a joint powers authority organized and existing under the laws of the State of California (the "State"), the BUCKEYE UNION SCHOOL DISTRICT ("Buckeye Union SD"), a public school district organized and existing pursuant to the laws of the State, the EL DORADO UNION HIGH SCHOOL DISTRICT ("El Dorado Union HSD"), a public school district organized and existing pursuant to the laws of the State, the RESCUE UNION SCHOOL DISTRICT ("Rescue Union SD"), a public school district organized and existing pursuant to the laws of the State (and collectively, "School Districts"), COMMUNITY FACILITIES DISTRICT NO. 1 ("CFD No. 1") of the Authority, a Mello-Roos community facilities district, organized and operating under the laws of the State, and the SERRANO EL DORADO OWNERS' ASSOCIATION (the "Association"), a California nonprofit mutual benefit corporation. The Authority, Buckeye Union SD, El Dorado Union HSD, Rescue Union SD, CFD No. 1, and the Association shall hereinafter be referred to individually as a "Party," or collectively as the "Parties."

#### **RECITALS**

**WHEREAS**, the Authority was formed pursuant to a Joint Exercise of Powers Agreement, dated as of June 19, 1990, by and among Buckeye Union SD, El Dorado Union HSD, and Rescue Union SD (each, a "School District" and collectively, the "School Districts"), in order to provide for, among other things, the financing of public school facilities on behalf of the School Districts; and

**WHEREAS**, the Authority established CFD No. 1 in 1991 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State, hereinafter referred to as the "Mello-Roos Act"); and

**WHEREAS**, CFD No. 1 was, and is, authorized, under the Mello-Roos Act and other State law, to levy special taxes ("Special Tax" or "Special Taxes") and incur bonded indebtedness in order to finance school facilities; and

**WHEREAS**, commencing with the fiscal year ending June 30, 1996, Special Taxes have been levied and collected by CFD No. 1 every fiscal year to date; and

**WHEREAS**, on or around May 22, 2019, the Parties entered into a Memorandum of Understanding, outlining general terms under which the Special Tax would be discontinued and CFD No. 1 would be dissolved, and directing the Parties to formalize such terms through the execution of a Final Settlement Agreement among the parties; and

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**WHEREAS**, the Parties now wish to formally address various matters relating to the levy of the Special Taxes and use of Special Tax revenues, and establish a framework for the termination of the levy of Special Taxes, and the corresponding dissolution of CFD No. 1, by entering into this Final Settlement Agreement.

**NOW THEREFORE**, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereby agree as follows:

#### **TERMS AND CONDITIONS**

#### 1. <u>RECITALS AND EXHIBITS INCORPORATED</u>

- 1.1. <u>Incorporation of Recitals</u>. The foregoing recitals are true and correct and incorporated into the "Terms and Conditions" of this Agreement as though set forth fully herein.
- 1.2. <u>Incorporation of Exhibits</u>. The Exhibits attached to this Agreement are hereby incorporated in this Agreement by reference.

#### 2. TERM AND TIMING OF PERFORMANCE

- 2.1. <u>Effective Date</u>. Assuming due authorization and approval by the governing boards of each of the Parties, the "Effective Date" of this Agreement shall be the date upon which the last Party has executed this Agreement.
- 2.2. <u>Special Tax Termination Date</u>. The date on which the Special Taxes terminate shall be referred to herein as the "Special Tax Termination Date." The Special Tax Termination Date shall be June 30, of the last fiscal year in which the Special Taxes will be levied, as set forth in Section 4.1 hereof.
- 2.3. <u>Final Dissolution of CFD No. 1</u>. CFD No. 1 shall be formally dissolved by action of the Governing Board of the Authority ("Authority Board"), as the legislative body of CFD No. 1, pursuant to and upon satisfaction of all conditions set forth in Section 4.1 hereof.

#### 3. <u>USE OF SPECIAL TAX REVENUES</u>

3.1. Outstanding School District Long-Term Liabilities. Following the Effective Date, Special Tax revenues allocated and distributed to the School Districts shall be applied to repayment of each of such School District's outstanding long-term liabilities as identified in Sections 3.1.1, 3.1.2 and 3.1.3 below that are specifically related to the financing of any debt related to CFD No. 1, and any associated expenditures related to the financing, servicing or retirement of the debt, until such long-term liabilities are retired. The School Districts may use Special Tax revenues to make payments of the identified long-term liabilities and any related expenditures as they become due, and may also pay and discharge any or all of the long-term liabilities by making deposits in trust with an escrow agent at or before maturity, of money or other assets consistent with the requirements of the identified long-term liabilities, in an amount

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which will, together with the interest to accrue thereon and available moneys then on deposit, be fully sufficient to pay and discharge the indebtedness on such long-term liabilities (including all principal, interest and redemption premiums) at or before their respective maturity dates.

- 3.1.1. El Dorado Union HSD 2009 Refunding Certificates of Participation, executed and delivered on December 9, 2009; and El Dorado Union HSD Refunding Certificates of Participation, Series 2019, executed and delivered on November 26, 2019.
- 3.1.2. Rescue Union SD 2017 Certificates of Participation, executed and delivered on September 13, 2017; and Rescue Union SD 2010 Certificates of Participation, executed and delivered on May 27, 2010;
- 3.1.3. Buckeye Union SD 2012 Certificates of Participation, executed and delivered on May 31, 2012.

# 3.2. Resolution 92-4 – Adjustment to Allocation Formula of Special Tax Revenue Between Member Districts of the El Dorado Schools Financing Authority

- 3.2.1. Buckeye Union SD. Notwithstanding any other prior agreement, prior to the end of the fiscal year that the debt identified in Section 3.1.3 above is to be retired by the Buckeye Union SD, the Authority shall meet and agendize for action a revision to Resolution 92-4 that provides for the payment of all special taxes collected within the boundaries of the Buckeye Union School District be distributed to the Rescue Union School District for payment of the debt and any related expenditures identified in Section 3.1.2 above.
- 3.2.2. Rescue Union SD. Notwithstanding any other prior agreement, prior to the end of the fiscal year that the debt identified in Section 3.1.2 above is to be retired by the Rescue Union SD, the Authority shall meet and agendize for action a revision to Resolution 92-4 that provides for the payment of all special taxes collected within the boundaries of the Rescue Union School District be distributed to the El Dorado Union High School District for payment for the debt and any related expenditures identified in Section 3.1.1 above and Section 3.3 below.

#### 3.3. <u>El Dorado Union HSD Capital Projects</u>

- 3.3.1. Contemporaneous with the repayment of debt service or following the retirement of the outstanding El Dorado Union HSD long-term liabilities as prescribed by Section 3.1, Special Tax revenues allocated and distributed to El Dorado, or diverted to El Dorado Union HSD pursuant to Section 3.2.2 shall be expended as follows:
- 3.3.1.1. Oak Ridge High School: Subsequent to the Effective Date of this Agreement, the first Thirty-Two Million, Seven Hundred and Sixty-One Thousand, Eight Hundred and Sixty-Three Dollars (\$32,761,863) collected by CFD No. 1 and distributed to the El Dorado Union HSD shall be expended towards repayment of debt identified in Section 3.1 and no less than Thirty Million Dollars (\$30,000,000) for the costs of (a) planning, design, construction, acquisition, or expansion of permanent classroom facilities and the which shall replacement of portable classroom facilities and any related costs required to be incurred to

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obtain DSA approval and final project completion at Oak Ridge High School; (b) acquisition of equipment related to facilities that have an estimated useful life of five (5) years or more at Oak Ridge High School; and (c) and other capital improvement costs necessary to acquire or construct other permanent- or temporary-capacity facilities at Oak Ridge High School, including portable classroom facilities, required to serve or mitigate the impacts of the students generated within CFD No. 1. It is the intent of the parties that absent a demonstrable cost savings that would warrant refinancing or calling the debt, that payment of the debt identified in Section 3.1.1 will be made in accordance with the debt schedule in effect on the Effective Date, with any remaining balance of the Special Taxes collected by the High School being set aside and/or expended on Oak Ridge projects as provided in this Section. In the event that proceeds from the sale of El Dorado Union HSD general obligation bonds are also available, the El Dorado Union HSD shall apply bond proceeds as contemplated by the bond language first to any project at Oak Ridge High School and thereafter may use an amount of additional Special Tax revenues necessary to complete improvements described in this Section 3.3.1.1; and

- EDUHSD New High School: Subsequent to the Effective 3.3.1.2. Date of this Agreement and collection of no less than Thirty-Two Million, Seven Hundred and Sixty-One Thousand, Eight Hundred and Sixty-Three Dollars (\$32,761,863) by CFD No.1 and distribution of the same to the El Dorado Union HSD to be set aside and/or expended as provided in Section 3.3.1.1, the El Dorado Union HSD shall be entitled to a disbursement of an additional amount not to exceed Thirty Million Dollars (\$30,000,000), to be expended for the initial construction of a new high school within the boundaries of El Dorado Union HSD and purposely located within such proximity to the El Dorado Hills Specific Plan area as to primarily reasonably serve students generated within the boundaries of CFD No. 1 ("New High School"). In the event that the Governing Board of the El Dorado Union High School District has not realized sufficient enrollment to justify undertaking any action to plan for and construct a New High School, within five (5) years following the fiscal year in which the Special Tax is terminated, then the Thirty Million Dollars (\$30,000,000) projected to be collected and expended on a New High School shall be expended by the El Dorado Union High School District as provided in Section 3.3.1.1 above.
- 3.3.1.3. <u>Resolution of Formation</u>: Any funds not expended under Section 3.3.1.1 or 3.3.1.2, can be expended for any lawful purpose consistent with the Resolution of Formation of CFD No. 1.
- 3.3.2. <u>Final Accounting and Distribution of Special Tax Revenues:</u> After termination of the Special Tax levy and the distribution of funds as provided for in this Agreement, should any funds remain on deposit with the Authority, the Authority will disburse those funds equally between the three member school districts to be expended by the school districts for any lawful purpose consistent with the Resolution of Formation of CFD No. 1.

#### 3.3.3. G.O. Bonds

3.3.3.1. Effective in perpetuity from the Effective Date, El Dorado Union HSD shall neither call nor conduct a general obligation bond election within all or any

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portion of the territory within CFD No. 1 for purposes of financing the initial construction of a New High School.

3.3.3.2. Other than as prohibited by Section 3.3.3.1 above, El Dorado Union HSD is in no way restricted from calling general obligation bond measure elections for any purpose or in any territory within its boundaries.

#### 3.4. Monitoring; Establishment of Oversight Committee

#### 3.4.1. Formation and Purpose of Oversight Committee.

- 3.4.1.1. Within sixty (60) days of the Effective Date of this Agreement, the Authority shall, at its cost and expense, start the process to form and appoint members to an advisory committee ("Oversight Committee").
- 3.4.1.2. The purpose and/or role of the Oversight Committee shall be to advise the Authority of its findings and to inform the public concerning the expenditure of CFD No. 1 Special Tax revenues, occurring subsequent to the Effective Date of this Agreement.

#### 3.4.2. Oversight Committee Duties

3.4.2.1. The Oversight Committee shall actively review and report on the expenditure of Special Tax revenues occurring following the Effective Date and advise the public as to whether Special Tax revenues are expended only for the purposes allowed by the Mello-Roos Act, and as consistent with both the purposes of CFD No. 1 as approved by the voters, and as consistent with this Agreement. In furtherance of its purpose, the Oversight Committee may inspect school facilities and grounds.

#### 3.4.3. Oversight Committee Membership

- 3.4.3.1. The Oversight Committee shall consist of seven (7) members.
- 3.4.3.2. Oversight Committee members shall be residents of CFD No. 1 or owners of property located within CFD No. 1.
- 3.4.3.3. Oversight Committee members shall not be employees, officials, vendors, or contractors of any of the School Districts or the Association.
- 3.4.3.4. Committee members may not hold any incompatible office or position during their term of membership, as those terms are defined in Article 4.7 of Division 4 of Title I (commencing with section 1125) of the Government Code, and shall abide by the conflict of interest prohibitions contained in Article 4 of Division 4 of Title I (commencing with section 1090) of the Government Code.

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#### 3.4.4. Appointment of Oversight Committee Members

- 3.4.4.1. Oversight Committee members shall be appointed by the Authority Board.
- 3.4.4.2. The Authority Board shall consult with the Association when determining appointment of Oversight Committee members, but the Authority Board shall have the final discretion with respect to the appointment of Oversight Committee members.

#### 3.4.5. Term

- 3.4.5.1. Members of the Oversight Committee members shall serve for a term length of two (2) years without compensation.
- 3.4.5.2. Oversight Committee members may serve no more than three (3) total terms (whether consecutive or otherwise).

#### 4. CONDITIONS PRECEDENT TO SPECIAL TAX TERMINATION DATE

#### 4.1. <u>Termination of CFD No. 1 Special Taxes</u>.

- 4.1.1. The levy of the Special Tax shall terminate upon the earlier of the following: (a) June 30 of the fiscal year in which the Special Tax levy results in the aggregate total Special Taxes levied by CFD No. 1, inclusive of all Special Taxes levied before the Effective Date of this Agreement, equal or exceed \$155,587,862; or (b) June 30, 2034.
- 4.1.2. The date upon which the Special Taxes terminate pursuant to Section 4.1.1 shall be hereinafter referred to as the Special Tax Termination Date and shall correspond with the end of the fiscal year for which either condition in 4.1.1 first occurs.
- 4.1.3. In no event shall Special Taxes be levied in the fiscal year following the Special Tax Termination Date. All Special Taxes levied prior to the Special Tax Termination Date and not paid ("Delinquent Special Taxes") will continue to be collected, including through institution of foreclosure proceedings as allowed or required by law, by the El Dorado County Tax Collector, the Authority, or the School Districts.

#### 4.2. <u>Monitoring and Confirmation of Total Special Tax Levy.</u>

- 4.2.1. The Authority shall actively monitor and annually report the annual and aggregate Special Tax levied by CFD No. 1 commencing with the first installment of the Special Tax levy following the Effective Date.
- 4.2.2. Upon confirmation that the total aggregate taxes levied by CFD No. 1 either equals or exceeds \$155,587,862, the Authority shall proceed to take such actions, in the manner, time, and form prescribed by the Mello-Roos Act, to ensure termination of the Special Taxes.

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#### 4.3. Confirmation of Redemption of Delinquent Special Taxes.

4.3.1. Upon confirmation that all Delinquent Special Taxes have been redeemed, the Authority shall proceed to take such actions, in the manner, time, and form prescribed by the Mello-Roos Act to ensure dissolution of CFD No. 1.

#### 5. AUTHORITY'S OBLIGATIONS FOLLOWING SPECIAL TAX TERMINATION DATE.

#### 5.1. Authority's Procedural Obligations to Effect Dissolution of CFD No. 1.

- 5.1.1. Within a reasonable time following the Effective Date of this Agreement, the Authority shall adopt a resolution substantially in the form attached hereto as **Exhibit A**, determining that (a) upon the confirmations required by Section 4.2.2, the Special Tax shall automatically cease to be levied pursuant to Government Code section 53330.5, and (b) upon the confirmations required by Section 4.3.1, CFD No. 1 will be dissolved pursuant to Government Code section 53338.5. Such Resolution shall establish procedures for the following:
- 5.1.1.1. Recordation of a Notice of Cessation of Special Tax stating that the obligation to pay the Special Tax has ceased and that the lien imposed by the Amended Notice of Special Tax Lien recorded in the records of the County Recorder of El Dorado County, State of California, is extinguished.
- 5.1.1.2. Recordation of an Addendum to the Notice of Special Tax Lien, recorded in the records of the County Recorder of El Dorado County, State of California, which shall state that CFD No. 1 and all associated liens, if any, have been dissolved.
- 5.1.1.3. All other necessary actions required pursuant to the Mello-Roos Act in connection with the termination of Special Taxes and dissolution of CFD No. 1.

#### 5.2. Outstanding Obligations of Authority

5.2.1. The Authority shall arrange for the payment of any outstanding debt or obligation (exclusive of the debt/liabilities described in Section 3.1) discovered to exist after the dissolution of CFD No. 1, and shall seek indemnification and/or reimbursement, as applicable, from the responsible/applicable School Districts.

# 6. <u>CONDITIONS CONCURRENT WITH AND/OR FOLLOWING TERMINATION OF SPECIAL TAX</u>

#### 6.1. Funding for Future Facilities

6.1.1. Following the Special Tax Termination Date, development of properties within the boundaries of CFD No. 1 shall be subject to statutory school fees or such other school facilities funding mitigation requirements as shall then be in force and effect for the affected territory.

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#### 6.2. School Districts' Lease Payments on Outstanding Debt Obligations

6.2.1. Following the Special Tax Termination Date, to the extent any School District is obligated to pay lease payments on any outstanding series of Certificates of Participation ("COPs"), which payments, at least in part, were historically paid by CFD No. 1, each School District shall be individually and solely responsible for the full payment of any lease payments due with respect to outstanding COPs executed and delivered by that School District.

#### 7. RELEASE OF CLAIMS

7.1. Release of Claims. The Parties release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") arising prior to the date hereof which they may have against one another relating to CFD No. 1, the authorization of the Special Taxes or bonded indebtedness of CFD No. 1, the levy and collection of the Special Taxes, and the use of the proceeds of such Special Taxes, including without limitation, any attorneys' fees incurred in connection therewith. It is understood by the Parties that the Association does not have authority to act in a legal representative capacity for individual property owner within CFD No. 1, and this Release shall not bind said individual property owners. The Parties expressly waive their rights under California Civil Code Section 1542:

#### Civil Code Section 1542:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

#### 8. MISCELLANEOUS

- 8.1. <u>Successors and Assignees</u>. The Parties shall not assign and/or transfer by operation of law or otherwise any or all of their respective rights, burdens, duties, or obligations. This Agreement shall inure to the benefit of successors of any of the Parties only upon written notice and consent of the other Parties.
- 8.2. <u>Headings</u>. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.
- 8.3. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed

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wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within El Dorado County.

- 8.4. <u>Attorneys' Fees and Costs</u>. In the event of any legal proceeding, including any lawsuit, action, or proceeding in law or equity, arising out of or relating to this Agreement, each Party shall pay its own fees and costs.
- 8.5. <u>Construction</u>. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent, or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.
- 8.6. <u>Notices</u>. All notices, demands and communications between the Parties shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, Federal Express or other reliable private express delivery, or by facsimile transmission or email. Such notices, demands or communications shall be deemed received upon delivery if personally served or sent by facsimile or email or after three (3) business days if given by other approved means as specified above. Notices, demands and communications shall be sent:

<u>To the Authority:</u> El Dorado Schools Financing Authority

4675 Missouri Flat Road Placerville, CA 95667

Attn: Superintendent, El Dorado Union High School

District

<u>To CFD No. 1:</u> Community Facilities District No. 1 of the

El Dorado Schools Financing Authority

4675 Missouri Flat Road Placerville, CA 95667

Attn: Superintendent, El Dorado Union High School

District

<u>To El Dorado Union HSD</u>: El Dorado Union High School District

4675 Missouri Flat Road Placerville, CA 95667 Attn: Superintendent

To Rescue Union SD: Rescue Union School District

2390 Bass Lake Road Rescue, CA 95672 Attn: Superintendent

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<u>To Buckeye Union SD:</u> Buckeye Union School District

5049 Robert J. Matthews Parkway

El Dorado Hills, CA 95762

Attn: Superintendent

To the Association: Serrano El Dorado Owners' Association

4525 Serrano Parkway, Suite 110 E1 Dorado Hills, CA 95762

Attn: President

- 8.7. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's-length contract.
- 8.8. <u>No Further Assurances</u>. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.
- 8.9. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's respective obligations under this Agreement.
- 8.10. <u>Cooperation</u>. The Parties agree to cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 8.11. Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party and/or Parties against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the Parties.
- 8.12. <u>Entire Agreement</u>. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.
- 8.13. <u>Severability</u>. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual

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consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

- 8.14. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document. Consolidated signature pages shall be compiled and held in escrow by counsel to the Authority, to be circulated among the parties upon approval by each of the Parties' governing boards or bodies.
- 8.15. <u>Authorized Signatures</u>. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing. Each signatory further represents and warrants, by his/her signature, that this Agreement has been duly ratified and approved by the governing board or body of such Party.
- 8.16. <u>Represented by Counsel</u>. Each Party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between among the parties set forth below as of the date first set forth above.

EL DORADO SCHOOLS FINANCING AUTHORITY	COMMUNITY FACILITIES DISTRICT NO. 1 OF THE EL DORADO SCHOOLS FINANCE AUTHORITY
By:  Name: Its:	By:  Name: Its:
EL DORADO UNION HIGH SCHOOL DISTRICT	RESCUE UNION SCHOOL DISTRICT
By:  Name: Its:	By:  Name: Its:

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## BUCKEYE UNION SCHOOL DISTRICT

# SERRANO EL DORADO OWNERS' ASSOCIATION

By:		
•	By:	
Name:		
Its:	Name:	
	Its:	

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#### **EXHIBIT A**

RESOLUTION NO.
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RESOLUTION OF THE GOVERNING BOARD OF EL DORADO SCHOOLS FINANCING AUTHORITY, AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 1, ESTABLISHING PROCEDURES FOR THE CESSATION OF THE LEVY OF SPECIAL TAXES AND THE DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 1

**WHEREAS**, on May 20, 1991, the Governing Board of El Dorado Schools Financing Authority (the "Board" and the "Authority," respectively) adopted Resolution No. 91-6 forming Community Facilities District No. 1 ("CFD No. 1") of the Authority, and authorizing the levy of a special tax ("Special Tax" or "Special Taxes") therein to pay for certain public facilities described therein pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

**WHEREAS**, on May 20, 1991, by Resolution No. 91-8, the Board called a special election on the proposition of levying the Special Tax and establishing an appropriations limit for CFD No. 1; and

**WHEREAS**, such special election was held on May 21, 1991, and such propositions were approved by more than two-thirds of the votes cast; and

**WHEREAS**, a boundary map for CFD No. 1 was recorded at Book 3 of Maps of Assessment and Community Facilities Districts at Page 134 in the office of the County Recorder for the County of El Dorado, State of California, which boundary map was modified by the following annexation maps, and together with such annexation maps constitute the final boundary map of CFD No. 1:

- Annexation Map No. 1 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 80;
- Annexation Map No. 2 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 87;
- Annexation Map No. 3 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 86; and
- Annexation Map No. 4 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 104;

and

**WHEREAS**, on July 2, 1991, the Notice of Special Tax Lien for CFD No. 1 was recorded in the Official Records of El Dorado County, California, as Document No. 36069, and subsequently superseded by amended special tax liens recorded pursuant to annexation procedures of CFD No. 1 in 1997, 1998, and 2000, culminating in the currently-operative

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Amendment to Special Tax Lien for CFD No. 1, recorded August 16, 2000, Document No. 20000040823 of the Official Records of El Dorado County; and

WHEREAS, CFD No. 1 is not obligated to pay any outstanding debt; and

**WHEREAS**, the Governing Board of the Authority, as the legislative body of CFD No. 1, hereby determines that the levy of the Special Tax shall cease following the final levy in fiscal year ending June 30, 2034, or on such earlier date as shall be determined by the satisfaction of conditions outlined in Section 2 of this Resolution, all in accordance with Section 53330.5 of the Act; and

**WHEREAS**, following the cessation of the Special Tax, CFD No. 1 shall continue to exist solely for the purpose of receiving redemption proceeds for Special Tax delinquencies which occurred prior to such cessation, and to wind down and, thereafter, close out any remaining operations and obligations of CFD No. 1; and

**WHEREAS**, following the redemption of all delinquent Special Taxes, and following the proper wind-down and close-out of any and all CFD No. 1 operations and obligations, and upon meeting the expected condition that CFD No. 1 will, at such time, be not obligated to pay any outstanding debt and will, at such time, be no longer authorized to levy the Special Tax, the Governing Board of the Authority, as the legislative body of CFD No. 1, desires that CFD No. 1 shall be dissolved, pursuant to Section 53338.5 of the California Government Code; and

WHEREAS, the Governing Board of the Authority, as the legislative body of CFD No. 1, desires that, upon satisfaction of conditions expressed herein, following the future cessation of the Special Tax levy of CFD No. 1 and the dissolution of CFD No. 1, a notice will be provided to owners of taxable property within CFD No. 1 that: (1) CFD No. 1 has been dissolved, (2) the obligation of parcels in CFD No. 1 to pay the Special Tax has ceased, and (3) the lien imposed by the Amendment to Notice of Special Tax Lien recorded on August 16, 2000, as Document No. 20000040823 in the records of the County Recorder of El Dorado County, State of California, is extinguished.

THE GOVERNING BOARD OF THE EL DORADO SCHOOLS FINANCING AUTHORITY, AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 OF THE AUTHORITY, FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

- <u>Section 1</u>. Each of the foregoing recitals is true and correct.
- Section 2. Conditions upon which the Special Tax Shall Terminate. The Authority, by and through its special tax consultants, shall monitor the total levy of the Special Tax by CFD No. 1, on an annual basis. Pursuant to this Resolution, the Special Tax of CFD No. 1 will be automatically terminated and cease to be levied in accordance with Section 53330.5 of the Act, on the earlier of the following two dates:

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- a. On June 30, 2034, following the final Special Tax levy in fiscal year 2033-34, provided, however, that such termination of the Special Tax shall in no way affect the continued collection of outstanding delinquent Special Taxes.
- b. on June 30 of the fiscal year in which the total Special Tax levy is confirmed to equal or exceed \$155,587,862, provided, however, that such termination of Special Taxes shall in no way affect the continued collection of outstanding delinquent Special Taxes.
- Section 3. As soon as practicable, upon the termination and cessation of the Special Tax of CFD No. 1 pursuant to Section 2, and in accordance with Government Code Sections 53330.5, the Authority, by and through its designee or consultant, is hereby authorized and directed to prepare and record with the El Dorado County Recorder, a Notice of Cessation of Special Taxes, in substantially the form attached hereto as **Exhibit 1**.
- <u>Section 4</u>. The Governing Board of the Authority hereby orders that, following the termination and cessation of Special Taxes pursuant to Section 2 above, CFD No. 1 shall continue to exist and operate in order to conduct any valid outstanding business, including the collection of delinquent Special Taxes and the wind-down and close-out of any remaining operations and obligations of CFD No. 1.
- <u>Section 5</u>. Upon confirmation by the Tax Collector of the County of El Dorado or the Authority's special tax consultants, that no Special Tax payments or delinquencies remain outstanding, CFD No. 1 shall be dissolved, based on the determination that, at such time:
  - i. CFD No. 1 is not obligated to pay any outstanding debt.
  - ii. CFD No. 1 has no authorization to levy any special tax.
- Section 6. The Governing Board of the Authority hereby orders that, upon the conditions described in Section 4, above, in accordance with Government Code section 53338.5, the Authority, by and through its designee or consultant, is hereby authorized and directed to record with the El Dorado County Recorder, the Addendum to Notice of Special Tax Lien, in substantially the form attached hereto as **Exhibit 2**.
- Section 7. The Authority, or its designee or consultant, is hereby authorized and directed to notice this Resolution establishing procedures for terminating the levy of the Special Taxes in CFD No. and dissolving CFD No. 1, in a newspaper of general circulation in the area of CFD No. 1, within 15 days after adoption.

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#### **EXHIBIT 1**

#### NOTICE OF CESSATION OF SPECIAL TAX

Community Facilities District No. 1 of the El Dorado Schools Financing Authority

The Governing Board of the El Dorado Schools Financing Authority (the "Governing Board of the Authority") as the legislative body of Community Facilities District No. 1 ("CFD No. 1"), hereby gives notice in accordance with Government Code Section 53330.5 that:

1. The Governing Board of the Authority has established its CFD No. 1 pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.
2. Pursuant to Government Code section 55330.5, on, 20, the Governing Board of the Authority, as the legislative body of CFD No. 1, adopted Resolution No, establishing conditions on which the obligation to pay Special Taxes for CFD No. 1 would cease and Special Taxes of CFD No. 1 would no longer be levied on property in CFD No. 1.
3. The conditions provided in Resolution No having now been met, the obligation of parcels in the CFD No. 1 to pay the Special Tax has ceased and the lien imposed by the Amended Notice of Special Tax Lien recorded on August 16, 2000, as Document No. 20000040823 in the records of the El Dorado County Recorder, State of California, is extinguished.
4. Reference is made to the map of the boundaries of CFD No. 1 recorded at Book 3 of Maps of Assessment and Community Facilities Districts at Page 134; to Annexation Map No. 1 of CFD No. 1 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 80; to Annexation Map No. 2 of CFD No. 1 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 87; to Annexation Map No. 3 of CFD No. 1 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 86; and to Annexation Map No. 4 of CFD No. 1 recorded at Book 4 of Maps of Assessment and Community Facilities Districts at Page 104; all in the office of the County Recorder for the County of El Dorado, State of California, which maps together constitute the final boundary map of CFD No. 1.
Dated this day of, 20
By:

#### **EXHIBIT 2**

#### ADDENDUM TO NOTICE OF SPECIAL TAX LIEN

Community Facilities District No. 1 of the El Dorado Schools Financing Authority

The Governing Board of the El Dorado Schools Financing Authority (the "Governing Board of the Authority") as the legislative body of Community Facilities District No. 1 ("CFD No. 1"), hereby gives notice in accordance with Government Code Section 53338.5 that:

1. The Governing Board of the Authority has established its CFD No. 1 pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.
2. Pursuant to Government Code Section 53338.5, on, 20, the Governing Board of the Authority, as the legislative body of CFD No. 1, adopted Resolution No, establishing conditions on which the CFD No. 1 would be dissolved.
3. The conditions provided in Resolution No having now been met, CFD No. 1, and all associated liens, have been dissolved.
Dated this day of, 20
By:

SC181891 A-1

## CSBA Policy Language

POLICY #	POLICY AND UPDATE
AR1330	Use of Facilities Use
	(BP/AR revised) Policy updated to reflect the board's authority to provide the use of school facilities free of charge to recreational youth sports leagues that charge participants no more than an average of \$60 per month. Policy also adds new section on the use of school facilities as a polling place, formerly in BP 1400 - Relations Between Other Governmental Agencies and the Schools. Regulation updated to more directly reflect law addressing the board's authority to approve serving alcohol during a special event at district-owned facilities at a time when students are not present.
AR5113	Absences and Excuses
	Policy update to Method of Verification, Item 4.b. and 4.c.
	4. b. When a student has had 4 or more consecutive days of absence or 9 absences in a school year, for illness verified by methods listed in #1-3 above, any further absence for illness must be verified by a physician.
	4.c. District staff may require physician verification of absences due to illness whenever a studen is demonstrating a pattern of chronic absenteeism.
AR5113.1	Chronic Absence and Truancy
	(BP/AR revised) Policy updated to reflect Addressing Chronic Absence
	(cf6020- Parent Involvement) new language
	The student may be referred to a student success team, a school-site attendance review team, and/or El Dorado County School Attendance Review Board Hearing to assist in evaluation his/her needs and identifying strategies and programs to assist him/her=

## CSBA Policy Language

## **Buckeye USD**

## **Administrative Regulation**

**Use Of School Facilities** 

AR 1330

**Community Relations** 

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

- 1. Public, literary, scientific, recreational, educational, or public agency meetings
- 2. The discussion of matters of general or public interest
- 3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
- 4. Child care programs to provide supervision and activities for children of preschool and elementary school age
- (cf. 5148 Child Care and Development)
- (cf. 5148.2 Before/After School Programs)
- (cf. 5148.3 Preschool/Early Childhood Education)
- 5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
- 6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination

- 7. A community youth center
- 8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
- (cf. 0450 Comprehensive Safety Plan) (cf. 3516 - Emergencies and Disaster Preparedness Plan)
- 9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

#### Restrictions

School facilities or grounds shall not be used for any of the following activities:

- 1. Any use by an individual or group for the commission of any crime or any act prohibited by law
- 2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
- 3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

#### Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

APPROVED: ELDORADO HILLS, CALIFORNIA

# **Buckeye Union ESD**

## **Administrative Regulation**

**Chronic Absence and Truancy** 

AR 5113.1 **Students** 

#### **Definitions**

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse 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. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and his/her parent/guardian. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260-48263 and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, valid excuse includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5. A valid excuse also may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

(cf. 5113 - Absences and Excuses) (cf. 5113.2 - Work Permits)

Attendance Supervisor(s)

The Superintendent or designee shall appoint or contract with a supervisor of attendance and assistant supervisors as necessary to supervise the attendance of district students. Such supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent. (Education Code 48240, 48243, 48244)

#### Addressing Chronic Absence

When a student is identified as a chronic absentee, the principal or designee shall communicate with the student and his/her parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

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(cf. 6020 - Parent Involvement)
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The student may be referred to a student success team, a school-site attendance review team, and/or El Dorado County School Attendance Review Board Hearing to assist in evaluating his/her needs and identifying strategies and programs to assist him/her.

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(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At-Risk Students)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
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A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.

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(cf. 6158 - Independent Study)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178.1 - Work-Based Learning)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
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Whenever chronic absenteeism is linked to a health issue or nonschool condition, the principal or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and his/her family.

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(cf. 1020 - Youth Services)
(cf. 5141.6 - School Health Services)
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Addressing Truancy

When a student has been identified as a truant as defined above, the following steps shall be

implemented based on the number of truancies he/she has committed:

- 1. Initial truancy
- a. The student shall be reported to the principal or designee. (Education Code 48260)
- b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)
- (1) The student is truant.
- (2) The parent/guardian is obligated to compel the student to attend school. If the parent/guardian fails to meet this obligation, he/she may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.
- (3) Alternative educational programs are available in the district.
- (4) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.
- (5) The student may be subject to arrest or held in temporary custody by a probation officer, a peace officer, a school administrator or attendance supervisor or his/her designee under Education Code 48264 if found away from home and absent from school without a valid excuse.
- (6) The student may be subject to suspension, restriction, or delay of his/her driving privilege pursuant to Vehicle Code 13202.7.
- (7) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.
  - (cf. 5145.6 Parental Notifications)
- c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
- d. The student and, as appropriate, his/her parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)
- 2. Second truancy
- a. Any student who has once been reported as a truant shall again be reported to the principal or designee as a truant if he/she is absent from school without a valid excuse three (3) or more days or is tardy on three (3) or more days during the school year.

#### (Education Code 48261)

- b. The student may be assigned to an after-school or weekend study program. If the student fails to successfully complete this study program, he/she shall be subject to item #3 below. (Education Code 48264.5)
- c. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and his/her parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)
- 3. Third truancy (habitual truancy)
- a. A student who is habitually truant, irregular in school attendance, or habitually insubordinate or disorderly during attendance at school may be referred to a school attendance review board (SARB) program. (Education Code 48263, 48264.5)
- b. Upon making a referral to the SARB or the probation department, the principal or designee shall provide the student and parent/guardian, in writing, the name and address of the SARB and the reason for the referral. This notice shall indicate that the student and parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB to consider a proper disposition of the referral. (Education Code 48263)
- c. If the student does not successfully complete the SARB recommendations, the student and parents will be referred back to SARB.
- 4. Absence for 10 percent of school days (chronic truancy)
- a. The principal or designee shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.
- b. If a chronically truant student is at least age 6 years and is in any of grades K-8, the principal or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

#### Records

The Superintendent or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. The Superintendent or designee also shall document all contacts with a student and his/her parent/guardian regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 - Student Records)

BUCKEYE UNION SCHOOL DISTRICT

Regulation BU Approved: Updated: 1/15/20 ELDORADO HILLS, CALIFORNIA

## **Buckeye Union ESD**

## **Administrative Regulation**

**Absences and Excuses** 

AR 5113

**Students** 

#### Excused Absences

A student's absence shall be excused for the following reasons:

- 1. Personal illness (Education Code 48205)
- 2. Quarantine under the direction of a county or city health officer (Education Code 48205)
  - (cf. 5112.2 Exclusions from Attendance)
- 3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)
- 4. Attendance at funeral services for a member of the immediate family, which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state (Education Code 48205)
  - Immediate family shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister, or any relative living in the student's immediate household. (Education Code 45194, 48205)
- 5. The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)
  - (cf. 5146 Married/Pregnant/Parenting Students)
- 6. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
- a. Appearance in court
- b. Attendance at a funeral service
- c. Observation of a holiday or ceremony of his/her religion
- d. Attendance at religious retreats not to exceed four hours per semester

- e. Attendance at an employment conference
- f. Attendance at an educational conference offered by a nonprofit organization on the legislative or judicial process
- 7. To spend time with his/her immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)
  - (cf. 6173.2 Education of Children of Military Families)
- 8. Participation in religious exercises or to receive moral and religious instruction in accordance with district policy (Education Code 46014)
- a. In such instances, the student shall attend at least the minimum school day.
- b. The student shall be excused for this purpose on no more than four days per school month.
  - (cf. 6141.2 Recognition of Religious Beliefs and Customs)

#### Method of Verification

When a student who has been absent returns to school, he/she shall present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

The following methods may be used to verify student absences:

- 1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
- 2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
- a. Name of student
- b. Name of parent/guardian or parent representative
- c. Name of verifying employee
- d. Date(s) of absence

- e. Reason for absence
- 3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
- 4. Physician's verification.
- a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
- b. When a student had had 3 or more consecutive days of absence or 9 absences absence in the school year, for illness verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician.

Regulation BUCKEYE UNION SCHOOL DISTRICT

approved: September 5, 2012 updated: January 15, 2020