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 their academic and personal success in a global society.

REGULAR MEETING OF THE BOARD OF TRUSTEES

BOARD AGENDA

Wednesday, June 10, 2026

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

Board of Education meetings are held in person in the Boardroom located at
5049 Robert J. Mathews Parkway, El Dorado Hills, CA, 95762
(Please enter the Board Room from the rear of the building)

If you would like to *view* the meeting remotely, please register at this link in order to receive a meeting link to your email to join the webinar:
https://buckeyeusd.zoom.us/webinar/register/WN_mjLqdb5TTrWJDZKYI7otdQ

BOARD OF TRUSTEES: Kirk Seal, Melissa Keyzer, Brenda Hanson-Smith, Ph.D., Jon Yoffie, Scott Masten, Ph.D.
Superintendent, David Roth, Ph.D. / Assistant Superintendent, Jacqueline McHaney

PUBLIC PARTICIPATION GUIDELINES

Public attendance is welcomed and encouraged. The district has taken the following steps in offering public comment:

1. **In-Person Public Comment**: Public comment may be offered in person during the board meeting.

2. **Written Public Comment**: Members of the public who are unable to attend and wish to address the Board can email the Board at *Board@BuckeyeUSD.org*. All correspondence will be shared with the entire Board as well as the Superintendent.

I. CALL TO ORDER

II. PUBLIC COMMENTS **Related to closed session agenda items only*

III. ADJOURN TO CLOSED SESSION

1. **DISCUSSION -** Public employee employment and performance evaluation (§ 54957(b)) - 2025-2026 Superintendent's Evaluation

2. **DISCUSSION -** Confidential Personnel Matter - Pursuant to Government Code § 54957

IV. RECONVENE TO OPEN SESSION *(7:00 P.M.)*

V. CLOSED SESSION ANNOUNCEMENTS

VI. FLAG SALUTE

VII. ROLL CALL

VIII. APPROVAL OF AGENDA

IX. PUBLIC COMMENTS **Related to non-agenda items only*

*This is the period for public comment on topics **not** on the agenda.*

Public comment is an opportunity for the Board to receive input from the community. We value your comments; however, the Board and staff do not respond to questions or engage in discussion with the public during public comment. If you would like a specific question answered or to discuss an issue, please contact the District Office (Kellee Sellwood at ksellwood@buckeyeusd.org) and the appropriate District representative will contact you.

*If you would like to comment on an item that **is** on the agenda, an opportunity will be provided when we address that item later in the meeting.*

If you plan to speak to an item during this meeting, we ask that you fill out a green public comment card. When making a comment, please come to the podium and introduce yourself. We appreciate hearing where you live.

Comments are limited to 3 minutes unless otherwise noted by the Board, and you may only speak once during each public comment period provided.

X. REPORTS

1. Superintendent's Report: David Roth, Ph.D.
2. Association Reports:
    - Buckeye Teachers Association (BTA)
    - California School Employees Association (CSEA)
3. End-Of-Year Charter Quarterly Reports:
    - California Montessori Project (CMP) Report: Sara Meece
    - Cottonwood Charter School Report: Cindy Garcia
    - Clarksville Charter School Report: Claire Walker, Director of Virtual Academies
4. Reports and Requests by Board Members

Following all reports, the Board will accept Public Comments regarding any report(s).

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 items(s). The Superintendent and staff recommend approval of all Consent Agenda items.

1. Board Meeting Minutes - May 20, 2026
2. Declaration of Surplus:
    - Buckeye Elementary - Chromebooks (May 26, 2026)
    - Blue Oak & Transportation - Laptops, Chromebooks (May 27, 2026)
    - Camerado Springs - Laptop, Chromebooks, Misc (May 27, 2026)
    - Buckeye Union Instructional Materials (5/27/26)
3. Statement of School Availability 2025-2026
4. EDCOE District County Services Agreement (CSA) 2026-2027
5. Joint Food Service Director Agreement between Rescue Union and Buckeye Union (7/1/26-6/30/27)
6. 2026-2027 SchoolWorks Demographics & Enrollment Projections Professional Services Agreement
7. Summary Warrants (2025-2026): May 1-31, 2026 *(report linked)*

The Board will accept Public Comment regarding any Consent Agenda item(s) prior to the Board's action.

XII. PUBLIC HEARING

1. **DISCUSSION** - The Governing Board of the Buckeye Union School District will conduct a Public Hearing in accordance with Education Code Section 52062(b)(1) for the 2026-2027 Update to the 2024-2027 Local Control Accountability Plan (LCAP) and a Public Hearing in accordance with Education Code Section 42127 for the 2026-2027 Budget for the following entities:

    - Buckeye Union School District
    - Valley View Charter Montessori (VVCM) School
    - Buckeye Union Mandarin Immersion (BUMI) Charter School

    Above reports will be linked to BUSD website at the following URL BY 4pm on 6/5/26:
    https://www.buckeyeusd.org/about-us/local-control-accountability-plan

    Per Education Code Sections 42127 and 52062, two separate Governing Board public meetings, held at least one day apart, are required for the school district Budget hearing and Budget adoption. In addition, the Local Control and Accountability Plan (LCAP) must be adopted prior to and at the same meeting as the Budget adoption. The Public Hearings require 72 hours of public notice and both the 2026-2027 Budget and the 2026-2027 update to the 2024-2027 Local Control and Accountability Plan (LCAP) must be adopted on or before July 1, 2026.

    The adoption of the 2026-2027 Updates to the 2024-2027 LCAP and the District's Budget will be held on June 24, 2026, at 7:00 p.m. in the District Office Board Room.

    Conduct of Hearing:
    a) Staff report and discussion; b) Open Public Hearing; c) Public Testimony/Comment;
    d) Close the public hearing; e) ***Board discussion ONLY***

    (David Roth, Ph.D., Superintendent)

XIII. DISCUSSION & ACTION ITEMS

Public Comment is welcomed prior to the Board's action on any of the following items or in response to any discussion item(s).

1. **ACTION -** Adoption of Mandarin Language Arts Curriculum
   (Rachelle Ball, Director of Curriculum and Instruction)

2. **ACTION -** Adoption of Middle School English Language Arts (ELA) Curriculum Selection
   (Rachelle Ball, Director of Curriculum and Instruction)

3. **ACTION -** Approval of Updated Memorandum of Understanding (MOU) Between Buckeye Union School District and Rising Sun Montessori (RSM)
   (Jackie McHaney, Asst. Superintendent)

4. **ACTION -** Amendment to the 2025 Comprehensive School Safety Plan – Wildfire Emergency (AB 2968 Compliance) for the Buckeye Elementary School Campus
   (Jackie McHaney, Asst. Superintendent)

5. **ACTION -** Approval of Suggested Revisions to Buckeye Union Board Policies/Regulations/Bylaws/Exhibits (first reading) - CSBA Policy Updates
    1. BP 4119.21 - Professional Standards
    2. Exhibit 4119.21- Professional Standards
    3. BP 4219.21 - Professional Standards
    4. Exhibit 4219.21- Professional Standards
    5. BP 4319.21 - Professional Standards
    6. Exhibit 4319.21- Professional Standards
    7. BP 4119.24 - Maintaining Appropriate Adult-Student Interactions
    8. BP 4219.24 - Maintaining Appropriate Adult-Student Interactions
    9. BP 4319.24 - Maintaining Appropriate Adult-Student Interactions

(Jackie McHaney, Asst. Superintendent)

XIV. NEXT MEETING

- Regular Board Meeting - Wednesday, June 24, 2026, at 7:00 p.m. @ Buckeye Union School District - VIA Zoom and in-person

XV. ADJOURNMENT

Any writings or documents that are public records and are provided to a majority of the governing Board regarding an open session item (or closed session statement threatening litigation) 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 requiring special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date at (916) 985-2183 ext. 1012.

Parents/guardians may request that directory information or personal information of the student or parent/guardian, provided at the Board meeting, be redacted from the minutes. To request information be redacted, please contact the Superintendent at (916) 985-2183 ext. 1012.

CMP Shingle Springs EOY/Summer Enrollment Report

Principal: Sara Meece **Report Month:** June 2026 **Date of Report:** 5/28/26

CLASSROOMS

TEACHER'S NAME	CLASSROOM	GRADE LEVEL	CA CRED.	MONTESSORI CERTIFICATION	CURRENT ENROLLMENT
Mikayla Wentworth	Cherry	TK/K	CTC	3-6	20
Natasha Raffety	Plum	TK/K	CTC	3-6/6-9/MS	20
Charmaine Scott	Apple	K/1	CTC	3-6/6-9	25
Eileen Perkins	Mimosa	TK/K/1	CTC	3-6/6-9	24
Laura Hauge	Cedar	K/1	CTC	3-6/6-9 IP	26
Katie Curtin	Pine	K/1	CTC	3-6/6-9	25
Brittany Akinaka	Aspen	2/3	CTC	6-9	26
Kelly Engelken	Wisteria	2/3	CTC	6-9	26
Ronda Ritchie	Laurel	2/3	CTC	6-9	26
Emily McDaniel	Willow	2/3	CTC	6-9	26
Molly Vardy	Olive	2/3	CTC	6-9	26
Samantha LuCarelli	Manzanita	4,5,6	CTC	6-12	25
Owen Carlson	Palm	4,5,6	CTC	6-12 IP	26
Heather Perry	Juniper	4,5,6	CTC	6-12 IP	25
Kalyca Sheppard	Fig	4,5,6	CTC	6-12/MS	27
Christina Sherrod Shawna Rosario	Elm	4,5,6	CTC	6-12 6-12 IP	34
Hannah Lackey Laura Waugh	Magnolia	4,5,6	CTC CTC	6-12 6-12	33
Robert Thomas	Madrone- MS	7/8	CTC	Secondary (MS)	25
Rachel Starling	Elder- MS	7/8	CTC	Secondary (MS) IP	24
Melissa Lambert	Dogwood- MS	7/8	CTC	Secondary (MS) IP	25
Robin Barry	Redbud-MS	7/8	CTC	Secondary (MS)	26
Budgeted Enrollment: 540			**Actual Enrollment: 540**		

ENROLLMENT/WAITLIST: 2026-2027

TK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	Total
50	24	28	22	15	17	6	11	13	13	199



The Cottonwood School Enrollment Report 2026/27

Current Enrollment by County/Gradelevel as of 06/01/2026						
Grade Level	**Amador**	**Alpine**	**El Dorado**	**Placer**	**Sacramento**	**Grand Total**
TK	2	1	51	83	162	299
KN	4	0	56	77	163	300
1	3	0	58	76	198	335
2	5	1	70	74	179	329
3	3	0	58	78	191	330
4	2	0	69	69	172	312
5	2	0	54	91	185	332
6	2	0	56	85	164	307
7	2	1	57	71	174	305
8	2	0	56	76	153	287
9	0	0	33	57	155	245
10	2	0	33	62	132	229
11	0	1	29	50	138	218
12	1	0	16	40	71	128
Grand Total	**30**	**4**	**696**	**989**	**2237**	**3956**

The Cottonwood School

June 2026



Riding the Wave of Success

Celebrating a Year of Success

Sunshine on Our Future: 5-Year Charter Re-Authorization

Soaking Up Success: WASC Mid-Cycle Review

Surfing Into Success: Website Launch Complete

Making waves by Moving to a new ordering/procuring system

Assessments

ELA: From Orange to Green – A Two Level Dashboard Improvement
Math: Within striking distance of Green

ELA: Orange → Green	Math: Closing the Gap to Green
2024-25 🟧 Orange ⬆️ Significant Growth 2025-26 Projected Results 🟩 Green	🟨 2024-25 DFS: **- 44.72** Points 🟨 2025-26 DFS: **- 29.88** Points 📈 Improvement: **+ 14.8 DFS Points** *Approximately* **5** Points from Green

California School DASHBOARD

Enrollment 2026-2027

The Cottonwood School Enrollment Report 2026/27

Current Enrollment by County/Gradelevel as of 06/01/2026

Grade Level	Amador	Alpine	El Dorado	Placer	Sacramento	Grand Total
TK	2	1	51	83	162	299
KN	4	0	56	77	163	300
1	3	0	58	76	198	335
2	5	1	70	74	179	329
3	3	0	58	78	191	330
4	2	0	69	69	172	312
5	2	0	54	91	185	332
6	2	0	56	85	164	307
7	2	1	57	71	174	305
8	2	0	56	76	153	287
9	0	0	33	57	155	245
10	2	0	33	62	132	229
11	0	1	29	50	138	218
12	1	0	16	40	71	128
Grand Total	30	4	696	989	2237	3956

Instruction Department

TK-8 Program Stats

SuperStar Readers (Live/Recorded Classes)	Boost (K-5 Weekly)	TK Explorers Program
K-2: Over **950** students had access to the Superstar reading program	**215** Students	**223** Students

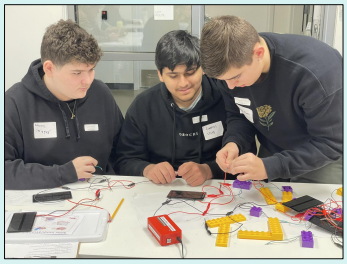


Direct Instruction Stats

High School CVHS	Middle School RISE
340 Students **48%** Cottonwood HomeStudy High School Students	**183** Students

High School Stats

- **A-G Requirements**
  - **65** graduates
  - **16.1%** Increase
- **State Seal of Biliteracy**
  - **5** students
  - **60%** Increase
- **Career Technical Education (CTE)**
  - **41** CTE completers 25/26
  - **65.8%** Increase



High School Stats



- **Golden State Seal of Merit**
  - **95** students
  - **39%** Increase
- **The Cottonwood Academic Excellence Award**
  - **56** students
  - **60.7%** Increase
- **National Honor Society**
  - **44** members

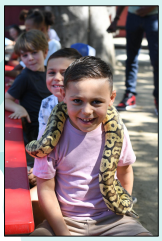
Special Education

Students with IEPs
313 Students



Student Support Stats

ELD & Writing	Lexia & iReady	Support & Wellbeing
219 ELD students served Over **115** consultations supporting HSTs with LTELs Administered **59** Initial ELPACs Reclassified **42** students this Spring **Writing:** Over **180** students in General Writing Supplemental classes	**Lexia Core5**: Grew from **58%** of students below GL → **78%** at or above GL **Lexia PowerUp**: Grew from **50%** below GL → **75%** at or above GL **iReady Reading**: **80%** growth of students at or above GL **iReady Math**: **72%** growth of students at or above GL	**43** Homeless & Foster Youth **Mental Health:** Received **93** referrals; provided direct services to **58** students **Speech:** Completed **54** observations, **65** SST meetings; served **86** students 1:1 **504/SST Meetings**: Facilitated **103** meetings for 504 plans; **30** SSTs





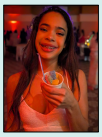


Community

277 field trips
20,000 participants including parents



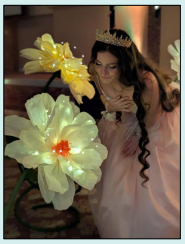




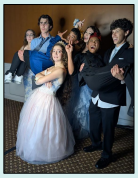
PROM!!!













Curriculum Showcase!





















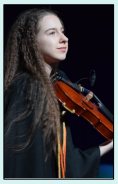


















Kindergarten
8th Grade
High School
Ceremonies!



Enrollment Update from Executive Director
Clarksville Charter School

Current Enrollment by County/Grade Level as of 06/01/2026						
Grade Level	**Alpine**	**Amador**	**El Dorado**	**Placer**	**Sacramento**	**Grand Total**
TK	0	13	82	23	50	**168**
KN	2	28	121	29	73	**253**
1	1	25	141	27	81	**275**
2	1	34	132	26	58	**251**
3	0	28	131	26	57	**242**
4	0	18	106	33	49	**206**
5	0	28	142	39	60	**269**
6	0	9	99	31	50	**189**
7	0	19	90	30	57	**196**
8	0	18	96	26	48	**188**
9	1	15	79	21	43	**159**
10	0	19	68	29	28	**144**
11	1	10	62	17	38	**128**
12	1	4	49	23	24	**101**
Grand Total	**7**	**268**	**1398**	**380**	**716**	**2769**

June 2026 Board Report - Enrollment Update from Head of School

Rising Sun Montessori School Enrollment

Teacher's Name	Class Grade Levels	CA Credential	Montessori Certification	CPR/1st Aide/BBP/AED	Budgeted Numbers	Current	Variance
Sarah Shumate	TK/K Leo	CTC	Early Childhood and Lower Elementary	Yes	19	19	0
Susie Carrillo	TK/K Sunflower	CTC	Early Childhood and Lower Elementary	Yes	19	21	2
Mary Stout	K-1 Magellan	CTC	Lower Elementary	Yes	19	20	1
Esther Garcia	1-3 Andromeda	CTC -In progress	Early Childhood, Lower Elementary, Upper Elementary	Yes	21	23	2
Sarah Shelton	1-3 Seashell	CTC - In progress	Lower Elementary	Yes	21	22	1
Kelsey Zeigler	3-4 Pegasus	CTC	Lower Elementary	Yes	20	19	-1
Hannah Giraudo	4-5 Phoenix	CTC	Upper Elementary -In Progress	Yes	20	20	0
Cherlene Wright	7-8 Taurus	CTC - In progress		Yes	25	22	-3
				Totals	164	166	2

Year to date ADA: 95.79%

Chronic Absenteeism Rate 2025-26 School Year: 6.0%

Projected 2026-27 Enrollment: 181

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 their academic and personal success in a global society.

REGULAR MEETING OF THE BOARD OF TRUSTEES

MINUTES

Wednesday, May 20, 2026

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

Board of Education meetings are held in person in the Boardroom located at
5049 Robert J. Mathews Parkway, El Dorado Hills, CA, 95762
(Please enter the Board Room from the rear of the building)

If you would like to *view* the meeting remotely, please register at this link in order to receive a meeting link to your email to join the webinar:
https://buckeyeusd.zoom.us/webinar/register/WN_teEH1oLGQ5yLqwmW8p_2dg

BOARD OF TRUSTEES: Kirk Seal, Melissa Keyzer, Brenda Hanson-Smith, Ph.D., Jon Yoffie, Scott Masten, Ph.D.
Superintendent, David Roth, Ph.D. / Assistant Superintendent, Jacqueline McHaney

PUBLIC PARTICIPATION GUIDELINES

Public attendance is welcomed and encouraged. The district has taken the following steps in offering public comment:

1. **In-Person Public Comment**: Public comment may be offered in person during the board meeting.

2. **Written Public Comment**: Members of the public who are unable to attend and wish to address the Board can email the Board at *Board@BuckeyeUSD.org*. All correspondence will be shared with the entire Board as well as the Superintendent.

I. CALL TO ORDER

Acting Board President Keyzer called the meeting to order at 6:00 p.m.

II. PUBLIC COMMENTS **Related to closed session agenda items only*

The following individual(s) provided in-person public comment: None

Public comment closed at approximately 6:00 p.m.

III. ADJOURN TO CLOSED SESSION

1. **DISCUSSION -** Public employee employment and performance evaluation (§ 54957(b)) - 2025-2026 Superintendent's Evaluation

Board Member Yoffie called the closed session to order at 6:00 p.m.
Board Member Masten seconded the motion.
Motion carried 3-0.

Board Member Masten to adjourn to open session at 6:58 p.m.
Board Member Yoffie seconded the motion.
Motion carried 3-0.

IV. RECONVENE TO OPEN SESSION *(7:00 P.M.)*

Acting Board President Keyzer reconvened the meeting to Open Session at 7:00 p.m.

V. CLOSED SESSION ANNOUNCEMENTS

There were no announcements from Closed Session.

VI. FLAG SALUTE

Miranda Hampton, Valley View student, led the flag salute.

VII. ROLL CALL

Present:
Melissa Keyzer, Board Clerk
Jon Yoffie, Board Member
Scott Masten, Ph.D., Board Member

Absent:
Kirk Seal, Board President
Brenda Hanson-Smith, Ph.D., Board Member

Due to the absence of Board President Seal, Board Clerk Melissa Keyzer served as Acting President. Board Member Yoffie served as Acting Clerk for the meeting.

VIII. APPROVAL OF AGENDA

Board Member Yoffie moved to approve the Agenda, as presented.
Board Member Masten seconded the motion.
Public Comment: None
Motion carried 3-0.

IX. STUDENT PRESENTATIONS

1. Camerado Springs Middle School Student Presentation
    - Students: Jacob Jones, President
      Adrian Rubalcaba, Vice President

    Students reported on school activity highlights including student leadership activities, boys volleyball and track and field participation, drama and band performances, leadership-sponsored events, spelling bee participation, Hands for Hope fundraising efforts, and upcoming end-of-year activities including promotion events and field trips. Students also engaged the Board in a student slang activity presentation.

    Board Discussion:
    Board members indicated appreciation for the student presentation, student leadership, and positive campus culture at Camerado Springs Middle School.

2. Buckeye Education Foundation Poetry Showcase, presented by Michael Smith

    Michael Smith presented to the Board which included recognition of student participants in the Buckeye Education Foundation Poetry Showcase and student poetry readings from students across multiple grade levels.

    Board Discussion:
    Board members indicated appreciation for the student creativity, confidence, and public speaking skills demonstrated during the Poetry Showcase presentations.

Following all presentations, the Board will accept Public Comments regarding any presentation(s).

Public Comment: None

X. PUBLIC COMMENTS **Related to non-agenda items only*

The Board has received public comment via written correspondence from the following individual(s) since the previous regular board meeting:

1. Whitney and Juston Smith (email 5/8/26)
2. Anonymous/Rolling Hills School Community (email 5/16/26)
3. Anonymous Blue Oak Meadow Teacher (email 5/18/26)

The following individual(s) provided in-person public comment:

1. Brandon Diaz, BUSD Parent

Public comment closed at approximately 7:29 p.m.

XI. STAFF PRESENTATIONS

1. Employees of the Year: William Brooks Elementary School
    - Classified Employee of the Year: Lindsey Oldknow, Library Associate
        i. Joel Dameral, William Brooks Elementary Principal, congratulated Lindsey as the classified employee of the year and stated she transformed the school library into a welcoming and engaging environment that inspires students and promotes literacy schoolwide.
        ii. Superintendent Roth presented Lindsey with a certificate and stated the William Brooks library has become a special place for students and staff because of her dedication and creativity.
    - Certificated Employee of the Year: Cassandra Valdez, Speech Language Pathologist
        i. Joel Dameral, William Brooks Elementary Principal, congratulated Cassandra as the certificated employee of the year and stated she demonstrates professionalism, compassion, collaboration, and a strong commitment to supporting students and families.
        ii. Superintendent Roth presented Cassandra with a certificate and stated her advocacy and student-centered support have made a positive impact on the William Brooks school community.

(Joel Dameral, Principal)

2. Camerado Springs International Baccalaureate (IB) Middle Years Program (MYP) Reauthorization Report and Presentation

    Doug Shupe, Principal, and Amy Gargani, IB Coordinator, presented the above-linked presentation to the Board which included information regarding the Camerado Springs Middle Years Program (MYP) five-year IB reauthorization process, self-study review, evaluator feedback, instructional alignment, student reflection practices, assessment rubric refinement, and continued implementation goals for the IB program.

    Board Discussion:
    Board members indicated appreciation for the successful reauthorization process and commended staff for their collaboration, instructional refinement, and commitment to continuous improvement. Board members also discussed positive outcomes related to student opportunities, instructional practices, and increased student engagement through the IB program.

    (Doug Shupe, Principal, and Amy Gargani, IB Coordinator)

Following all presentations, the Board will accept Public Comments regarding any presentation(s).

Public Comment: None

XII. REPORTS

1. Superintendent's Report: David Roth, Ph.D.
    - Recognized the accomplishments of staff and students across the District.
    - Highlighted the many end-of-year student events and celebrations occurring throughout District schools.
    - Expressed appreciation for employee contributions and school community support.
2. Association Reports:
    - Buckeye Teachers Association (BTA)
        i. Amy Gargani, representative from BTA, reported on the State May Revision and ongoing review of potential impacts to smaller school districts. She also shared that staff are reviewing upcoming CVT (California's Valued Trust) insurance renewal rates and noted that teachers are working hard to finish the school year strong despite growing excitement for summer break. Board members commented positively regarding staff energy and end-of-year activities.
    - California School Employees Association (CSEA) - None
3. Reports and Requests by Board Members
    - Board Member Yoffie reported on attending a Local Control and Accountability Plan (LCAP) meeting and discussed ongoing budget conversations related to the State May Revision and preliminary fiscal outlook information shared by Superintendent Roth.

Following all reports, the Board will accept Public Comments regarding any report(s).

Public Comment: None

XIII. 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 items(s). The Superintendent and staff recommend approval of all Consent Agenda items.

1. Board Meeting Minutes - May 6, 2026
2. Declaration of Surplus: Rolling Hills - May 14, 2026
3. Quarterly Report on Williams Uniform Complaints - Ending April 2026
4. Investment Portfolio Report - Quarter Ending March 31, 2026
    - Memo from Treasurer-Tax Collector to Depositors to County Investment Pool
    - Memo from Treasury Quantitative Specialist to Treasurer-Tax Collector
    - El Dorado County Pooled Investment Portfolio Reports (summary)
    - El Dorado County Pooled Investment Portfolio Reports (detail)
5. School Services of California Contract (7/1/26-6/30/27)

6. Summary of Warrants (2025-2026): April 1-30, 2026 *(report linked)*

The Board will accept Public Comment regarding any Consent Agenda item(s) prior to the Board's action.

Board Member Masten moved to approve the Consent Agenda, as presented.
Board Member Yoffie seconded the motion.
Public Comment: None
Motion carried 3-0.

XIV. DISCUSSION & ACTION ITEMS

Public Comment is welcomed prior to the Board's action on any of the following items or in response to any discussion item(s).

1. **DISCUSSION -** Proposal for Mandarin Language Arts Curriculum Selection

   Rachelle Ball reported on the proposed Mandarin Language Arts curriculum selection and reviewed curriculum components, instructional alignment, and implementation considerations.

   Board Discussion:
   Board members discussed curriculum implementation, instructional support, and alignment with student learning needs.

   No action was taken.

   (Rachelle Ball, Director of Curriculum and Instruction)

2. **DISCUSSION -** Proposal for Middle School English Language Arts (ELA) Curriculum Selection

   Rachelle Ball reported on the proposed middle school English Language Arts curriculum selection and reviewed instructional materials, curriculum alignment, and teacher feedback.

   Board Discussion:
   Board members discussed curriculum rigor, instructional consistency, and implementation timelines.

   No action was taken.

   (Rachelle Ball, Director of Curriculum and Instruction)

3. **ACTION -** Adoption of Elementary Curriculum Update from Magnetic Reading to Magnetic Literacy

   Rachelle Ball reported on the proposed update from Magnetic Reading to Magnetic Literacy and reviewed curriculum enhancements, instructional alignment, and literacy support improvements. The Board was asked to approve the curriculum update.

   Board Discussion:
   Board members indicated support for the curriculum enhancements and discussed the benefits of updated literacy instruction resources.

   Board Member Masten moved to approve the Adoption of Elementary Curriculum Update from Magnetic Reading to Magnetic Literacy, as presented.
   Board Member Yoffie seconded the motion.
   Public Comment:
   1. Brandon Diaz, BUSD Parent

   Motion carried 3-0.

   (Rachelle Ball, Director of Curriculum and Instruction)

4. **ACTION -** Approval of Agreement for Legal Services with F3 Law, Fagen, Friedman, and Fulfrost (7/1/26-6/30/27)

   Superintendent Roth reported on the proposed agreement for legal services with F3 Law, Fagen, Friedman, and Fulfrost and reviewed the scope of services and continued legal support for the District. He asked the Board to approve the agreement.

   Board Discussion:
   Board members indicated appreciation for the legal guidance and continued support provided to the District.

   Board Member Yoffie moved to approve the Agreement for Legal Services with F3 Law, Fagen, Friedman, and Fulfrost, as presented.
   Board Member Masten seconded the motion.
   Public Comment:
   1. Brandon Diaz, BUSD Parent

   Motion carried 3-0.

   (David Roth, Ph.D., Superintendent)

XV. NEXT MEETING

- Regular Board Meeting
- Wednesday, June 10, 2026, at 7:00 p.m.
  @ Buckeye Union School District - VIA Zoom and in-person

XVI. ADJOURNMENT

Acting Board President Keyzer adjourned the meeting at approximately 8:36 p.m.

Board Member Masten moved to adjourn.
Board Member Yoffie seconded the motion.
Public Comment: None
Motion carried 3-0.

Approval Date:_____

By: _____ By: _____
Melissa Keyzer, Clerk David Roth, Ph.D., Secretary

Any writings or documents that are public records and are provided to a majority of the governing Board regarding an open session item (or closed session statement threatening litigation) 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 requiring special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date at (916) 985-2183 ext. 1012.

Parents/guardians may request that directory information or personal information of the student or parent/guardian, provided at the Board meeting, be redacted from the minutes. To request information be redacted, please contact the Superintendent at (916) 985-2183 ext. 1012.

Date: 5/26/26

Buckeye Surplus Form

School: Buckeye

Your Name: Mark Yurkiw

Count	Room #	Description	Asset #	Serial Number	Reason for Surplus
1	n/a	Bretford Chromebook Cart	1303328	018-0300 or 031-8424	Outdated / not used
2	n/a	Dell Chromebook 11	1304082	6Z1LK82	Outdated / not used
3	n/a	Dell Chromebook 11	1304507	3K3K8B2	Outdated / not used
4	n/a	Dell Chromebook 11	1303480	3FYV952	Outdated / not used
5	n/a	Dell Chromebook 11	1304471	H1J7MF2	Outdated / not used
6	n/a	Dell Chromebook 11	1304499	HB3K8B2	Outdated / not used
7	n/a	Dell Chromebook 11	1304113	F1ZLK82	Outdated / not used
8	n/a	Dell Chromebook 11	1304518	6YNJ8B2	Outdated / not used
9	n/a	Dell Chromebook 11	1304525	DNNJ8B2	Outdated / not used
10	n/a	Dell Chromebook 11	1304454	B2J7MF2	Outdated / not used
11	n/a	Dell Chromebook 11	1304068	6HZLK82	Outdated / not used
12	n/a	Dell Chromebook 11	1304531	2K3K8B2	Outdated / not used
13	n/a	Dell Chromebook 11	1304109	G5ZLK82	Outdated / not used
14	n/a	Dell Chromebook 11	1303499	32YV952	Outdated / not used
15	n/a	Dell Chromebook 11	1304529	5LNJ8B2	Outdated / not used
16	n/a	Dell Chromebook 11	1304096	2MXLK82	Outdated / not used
17	n/a	Dell Chromebook 11	1304535	H5QJ8B2	Outdated / not used
18	n/a	Dell Chromebook 11	1303523	H6ZV952	Outdated / not used
19	n/a	Dell Chromebook 11	1304099	C1ZLK82	Outdated / not used
20	n/a	Dell Chromebook 11	1304487	6J3K8B2	Outdated / not used
21	n/a	Dell Chromebook 11	1304511	56QJ8B2	Outdated / not used
22	n/a	Dell Chromebook 11	1304495	8J3K8B2	Outdated / not used
23	n/a	Dell Chromebook 11	1304075	8R2LK82	Outdated / not used

Administrator's Signature of Approval:

Date: 5-27-26

Date: 5/27/26

Buckeye Surplus Form

School: Blue Oak

Your Name: Mark Yumul

Count	Room #	Description	Asset #	Serial Number	Reason for Surplus
1	Transportation	Dell Latitude e5570	1304232	jvhsgc2	Out of service. No longer can update to windows 10
2	Head Custodian	Dell Latitude 5480	1304578	5tJF5h2	Out of service. No longer can update to windows 10
3	Office	Dell Latitude 5480	1304771	9w3g5h2	Out of service. No longer can update to windows 10
4	Office	Dell Latitude 5480	1304677	9x6d5h2	Out of service. No longer can update to windows 10
5	Office	Dell Latitude 5480	1304735	4jvd5h2	Out of service. No longer can update to windows 10
6	Office	Dell Latitude 5480	1304760	1j5g5h2	Out of service. No longer can update to windows 10
7	Office	Dell Latitude 5480	1304575	5fj05h2	Out of service. No longer can update to windows 10
8	Office	Dell Latitude 5480	1304580	cr5f5h2	Out of service. No longer can update to windows 10
9	Office	Dell Latitude E5430	1300551	bzwxlx1	Out of service. No longer can update to windows 10
10	Office	Dell Latitude 5480	1304577	4r6d5h2	Out of service. No longer can update to windows 10
11	Office	Dell Latitude 5480	1304583	hhvd5h2	Out of service. No longer can update to windows 10
12	Office	Dell Latitude 5480	1304767	bz1g5h2	Out of service. No longer can update to windows 10
13	Office	Dell Latitude e5570	1304236	clbtgc2	Out of service. No longer can update to windows 10
14	Office	Dell Latitude e5570	1304247	3vhsgc2	Out of service. No longer can update to windows 10
15	Office	Dell Latitude e5570	1304174	8xx4jc2	Out of service. No longer can update to windows 10
16	Office	Dell chromebook 11	1304282	8MX31D2	Out of service. No longer can update to windows 10

Administrator's Signature of Approval: Dawn Matley

Date: 5/27/26

Date: 5/27/26

Buckeye Surplus Form

School: Blue Oak

Your Name: Mark Yumul

17	Office	Dell Latitude e5570	1304221	8rhkhc2	Out of service. No longer can update to windows 10
18	Office	Dell Latitude e5570	1304173	jrhkhc2	Out of service. No longer can update to windows 10
19	Office	HP LaserJet Pro 400 Color m451nw	n/a	CNBG301129	Out of service. No longer can update to windows 10
20	Room 25	Dell Optiplex 7010	n/a	B7f5z12	Out of service. No longer can update to windows 10
21	Room 25	Dell Optiplex 7010	n/a	b7f6z12	Out of service. No longer can update to windows 10
22	Room 25	Dell Optiplex 7010	n/a	b7g6z12	Out of service. No longer can update to windows 10

Administrator's Signature of Approval: Sara Matty

Date: 5/27/26

49	Room 24	Dell Chromebook 11	1303828	DLYV952	no longer used/ multiple parts broken
50	Room 24	Dell Chromebook 11	1303773	79SV952	no longer used/ multiple parts broken
51	Room 24	Dell Chromebook 11	1303714	65ZV952	no longer used/ multiple parts broken
52	Room 24	Dell Chromebook 11	1303977	4L5W962	no longer used/ multiple parts broken
53	Room 24	Dell Chromebook 11	1303764	8CXV952	no longer used/ multiple parts broken
54	Room 24	Dell Chromebook 11	1303709	5JQV952	no longer used/ multiple parts broken
55	Room 24	Dell Chromebook 11	1303713	6LTV952	no longer used/ multiple parts broken
56	Room 24	Dell Chromebook 11	1303760	76zv952	no longer used/ multiple parts broken
57	Room 24	Dell Chromebook 11	1300431	HH6CB52	no longer used/ multiple parts broken
58	Room 24	Dell Chromebook 11	1303780	CKYV952	no longer used/ multiple parts broken
59	Room 24	Dell Chromebook 11	1303700	7STV952	no longer used/ multiple parts broken
60	Room 24	Dell Chromebook 11	1303693	gkzv952	no longer used/ multiple parts broken
61	Room 24	Dell Chromebook 11	1302960	BXGHB62	no longer used/ multiple parts broken
62	Room 24	Dell Chromebook 11	1302961	HQRHB62	no longer used/ multiple parts broken
63	Room 24	Dell Chromebook 11	1300416	6F6CB52	no longer used/ multiple parts broken
64	Room 24	Dell Chromebook 11	1303703	3TXV952	no longer used/ multiple parts broken
65	Room 24	Dell Chromebook 11	1303621	3677B52	no longer used/ multiple parts broken
66	Room 24	Dell Chromebook 11	1300427	FD6CB52	no longer used/ multiple parts broken
67	Room 24	Dell Chromebook 11	1303840	FNSV952	no longer used/ multiple parts broken
68	Room 24	Dell Latitude e5420	1704	3QKNBT1	no longer used/ multiple parts broken
69	Room 24	HITACHI FX665 Hi-Stero	2227	10695535VT-FX665A	no longer used/ multiple parts broken
70	Room 24	Elmo TT-02 Document Camera	2470	974560	no longer used/ multiple parts broken
71	Room 24	Promthean touchboards	n/a	S0904230008	no longer used/ multiple parts broken
72	Room 24	Promthean touchboards	n/a	S0904230014	no longer used/ multiple parts broken
73	Room 24	Dell Optiplex 5060	n/a	FQH31T2	no longer used/ multiple parts broken
74	Room 24	Dell Optiplex GX620	7255	JNG2D81	no longer used/ multiple parts broken

Administrator's Signature of Approval:

Date: 5/27/26

75	Room 24	Dell 3100	1310923	gjzc983	Motherboard shows no signs of life.
76	Room 24	Dell 5190	1306641	hpk8712	Damaged headphone port
77	Room 24	Dell 5190	1306683	hg14712	Shows no signs of life.
78	Room 24	DELL 3120	1312088	4N1T244	Shows no signs of life.
79	Room 24	Dell Chromebook 11	1300419	JD6CB52	no longer used/ obsolete
80	Room 24	Dell Chromebook 11	1303697	47ZV952	no longer used/ obsolete
81	Room 24	Dell Latitude e5420	1717	3QLGBT1	no longer used/ obsolete
82	Room 24	Dell Latitude e5420	9975	3QNPBT1	no longer used/ obsolete
83	Room 24	Dell Latitude e5420	1676	3QJMBT1	no longer used/ multiple parts broken
84	Room 24	Dell Latitude 5500	1308532	GS5T433	no longer used/ multiple parts broken
85	Room 24	AverMedia AverVision300AF+	1499	52114 08050P	no longer used/ multiple parts broken
86	Room 24	Dell Latitude e5420	1701	3QLMBT1	no longer used/ multiple parts broken
87	Room 24	HP LaserJet 1022n	N/a	VNB3P08456	no longer used/ multiple parts broken
88	Room 24	HP LaserJet P1505n	N/a	CNBK639176	no longer used/ multiple parts broken

Administrator's Signature of Approval:

Date: 5/27/26

Date: 11/21/2025

Buckeye Surplus Form

School: Camerado Springs

 Your Name: Mark Yumul

Count	Room #	Description	Asset #	Serial Number	Reason for Surplus
1	Room 24	DELL 3120 CHROMEBOOK	1303782	2QXV952	Obsolete over 8 years old
2	Room 24	Dell Latitude e5570	1304233	hx5tgc2	no longer used/ multiple parts broken
3	Room 24	Dell Latitude 5480	1304567	dp6d5h2	no longer used/ multiple parts broken
4	Room 24	Dell Latitude e5570	1304241	c4gtgc2	no longer used/ multiple parts broken
5	Room 24	Dell Latitude 5480	1304565	2j0f5h2	no longer used/ multiple parts broken
6	Room 24	Dell Latitude 5480	1304568	bt5f5h2	no longer used/ multiple parts broken
7	Room 24	Dell Latitude 5480	1304576	h8vd5h2	no longer used/ multiple parts broken
8	Room 24	Dell Latitude e5570	1304230	bcgtgc2	no longer used/ multiple parts broken
9	Room 24	Dell Latitude e5570	1304219	8cgtgc2	no longer used/ multiple parts broken
10	Room 24	Dell Latitude e5570	1304243	53gtgc2	no longer used/ multiple parts broken
11	Room 24	Dell Latitude e5420	1720	3QMGBT1	no longer used/ multiple parts broken
12	Room 24	Dell Latitude e5420	1714	3QJJBT1	no longer used/ multiple parts broken
13	Room 24	Dell Latitude e5420	1702	3QMLBT1	no longer used/ multiple parts broken
14	Room 24	Dell Latitude e5420	1672	3QMMBT1	no longer used/ multiple parts broken
15	Room 24	Dell Latitude 5480	1304582	7zjf5h2	no longer used/ multiple parts broken
16	Room 24	Dell 5190	1306797	1306797	no longer used/ multiple parts broken
17	Room 24	Dell Chromebook 11	1303662	7QXV952	no longer used/ multiple parts broken
18	Room 24	Dell Chromebook 11	1300429	1Y5CB52	no longer used/ multiple parts broken
19	Room 24	Dell Chromebook 11	1303686	3YSV952	no longer used/ multiple parts broken
20	Room 24	Dell Chromebook 11	1303782	2QXV952	no longer used/ multiple parts broken
21	Room 24	Dell Chromebook 11	1300426	2F6CB52	no longer used/ multiple parts broken
22	Room 24	Dell Chromebook 11	1303755	17ZV952	no longer used/ multiple parts broken
23	Room 24	Dell Chromebook 11	1303718	BCYV952	no longer used/ multiple parts broken
24	Room 24	Dell Chromebook 11	1303833	5XSV952	no longer used/ multiple parts broken
25	Room 24	Dell Chromebook 11	1303770	HHSV952	no longer used/ multiple parts broken
26	Room 24	Dell 5190	1306819	h214712	no longer used/ multiple parts broken

Administrator's Signature of Approval:

Date: 5/27/26

Date: 11/21/2025

Buckeye Surplus Form

School: Camerado Springs

 Your Name: Mark Yumul

27	Room 24	Acer Chromebook C720 series	1303160	NXSHEAA004429196227600	no longer used/ multiple parts broken
28	Room 24	Dell Chromebook 11	1303786	4STV952	no longer used/ multiple parts broken
29	Room 24	Dell Chromebook 11	1303787	JNXV952	no longer used/ multiple parts broken
30	Room 24	Dell Chromebook 11	1303774	7TTV952	no longer used/ multiple parts broken
31	Room 24	Dell Chromebook 11	1303711	9ZSV952	no longer used/ multiple parts broken
32	Room 24	Dell Chromebook 11	1300432	8D6CB52	no longer used/ multiple parts broken
33	Room 24	Dell Latitude e5570	1304190	8q1tgc2	no longer used/ multiple parts broken
34	Room 24	Dell Latitude e5440	N/a	jhbwn12	no longer used/ multiple parts broken
35	Room 24	Dell Latitude 5480	1304569	16vd5h2	no longer used/ multiple parts broken
36	Room 24	Dell Latitude 5480	1304698	gzjf5h2	no longer used/ multiple parts broken
37	Room 24	Dell Chromebook 11	1303752	JVTV952	no longer used/ multiple parts broken
38	Room 24	Dell Chromebook 11	1300423	FH6CB52	no longer used/ multiple parts broken
39	Room 24	Acer Chromebook C720 series	1303161	NXSHEAA004429195CF7600	no longer used/ multiple parts broken
40	Room 24	Acer Chromebook C720 series	1303159	NXSHEAA0044291966D7600	no longer used/ multiple parts broken
41	Room 24	Acer Chromebook C720 series	1303158	NXSHEAA0044291968A7600	no longer used/ multiple parts broken
42	Room 24	Acer Chromebook C720 series	1303162	NXSHEAA004429198147600	no longer used/ multiple parts broken
43	Room 24	Dell Chromebook 11	1303704	J2YV952	no longer used/ multiple parts broken
44	Room 24	Dell Chromebook 11	1300424	H16CB52	no longer used/ multiple parts broken
45	Room 24	Dell Chromebook 11	1303829	1QSV952	no longer used/ multiple parts broken
46	Room 24	Dell Chromebook 11	1303836	3TTV952	no longer used/ multiple parts broken
47	Room 24	Dell Chromebook 11	1303835	HMTV952	no longer used/ multiple parts broken
48	Room 24	Dell Chromebook 11	1300420	C58CB52	no longer used/ multiple parts broken

Administrator's Signature of Approval:

Date: 12/2/25

Buckeye Surplus Form for Instructional Materials

Date: June 1, 2026

Name of Referring Staff Member: Susan Adams, District Library Coordinator

Description of Materials	Number of Items	Estimated Value	Reason for Surplus	Method of Disposal
Ready Reading student workbooks and teaching materials (Gr. K-2)	750	$0	These materials are being replaced with the new ELA adoption.	J&C Books will be collecting these items on a consignment basis for potential resale.
Magnetic Reading student workbooks and teaching materials (Gr. 3-5)	200	$0	These materials are being replaced with the new ELA adoption.	J&C Books will be collecting these items on a consignment basis for potential resale.
Ready Writing student workbooks and teaching materials (Gr. 2-5)	300	$0	These materials are being replaced with the new ELA adoption.	J&C Books will be collecting these items on a consignment basis for potential resale.
Houghton Mifflin Harcourt, California Collections ELA student textbooks (Gr. 6)	700	$175	These materials are being replaced with the new ELA adoption.	J&C Books will be purchasing these items for resale.
Houghton Mifflin Harcourt, California Collections ELA student workbooks (Gr. 6-8)	650	$163	These materials are being replaced with the new ELA adoption.	J&C Books will be purchasing these items for resale.
Houghton Mifflin Harcourt, California Collections ELA student textbooks (Gr. 7-8)	1,350	$0	These materials are being replaced with the new ELA adoption.	These items will be recycled by district personnel.
Houghton Mifflin Harcourt, California Collections ELA teacher materials (Gr. 6-8)	200	$0	These materials are being replaced with the new ELA adoption.	These items will be recycled by district personnel.

Administrator's Signature of Approval: Jacqueline L. McKinney **Date:** 5/27/26

Buckeye Surplus Form for Instructional Materials

Date: June 1, 2026

Name of Referring Staff Member: Susan Adams, District Library Coordinator

Description of Materials	Number of Items	Estimated Value	Reason for Surplus	Method of Disposal
Better Immersion, Mandarin Classroom Kits	9	$ 0	These materials are being replaced with the new Mandarin adoption.	J&C Books will be collecting these items on a consignment basis for potential resale.
Better Immersion, Teacher Guides	40	$ 0	These materials are being replaced with the new Mandarin adoption.	J&C Books will be collecting these items on a consignment basis for potential resale.
Better Immersion, Student Workbooks	60	$ 0	These materials are being replaced with the new Mandarin adoption.	J&C Books will be collecting these items on a consignment basis for potential resale.

Administrator's Signature of Approval: Jacqueline L. McKinney **Date:** 5/27/26

2025-2026 STATEMENT OF SCHOOL AVAILABILITY
BUCKEYE UNION SCHOOL DISTRICT

STATISTICAL ANALYSIS:	**Current* Student Capacity**	**Student** Enrollment 25/26**	**Student Seats Available**
Blue Oak School (K-5) 2391 Merrychase Dr. Cameron Park, CA 95682 (530) 676-0164	799	456	343
Wm. Brooks School (K-5) 3610 Park Drive El Dorado Hills, CA 95762 (916) 933-6618	644	380	264
Buckeye School (K-5) 4561 Buckeye Road Shingle Springs, Ca 95682 (530) 677-2277	436	327	109
Oak Meadow School (K-5) 7701 Silva Valley Parkway El Dorado Hills, CA 95762 (916) 939-9746	848	632	216
Silva Valley School (K-5) 3001 Golden Eagle Lane El Dorado Hills, CA 95762 (916) 933-3767	756	428	328
Camerado Springs (6-7-8) 2480 Merrychase Drive Cameron Park, CA 95682 (530) 677-1658	940	538	402
Rolling Hills (6-7-8) 7141 Silva Valley Parkway El Dorado Hills, CA 95762 (916) 933-9290	972	742	230
Valley View Charter Montessori 1665 Blackstone Parkway El Dorado Hills, CA 95762 (916) 939-9640	831	716	115
NPS	N/A	8	N/A
Buckeye Union School District P. O. Box 4768 El Dorado Hills, CA 95762 (916) 985-2183 (530) 677-2261	**6,226**	**4,227**	**1,999**

* Computed Using State Loading Standards: K-3 @ 24; 4-8 @ 32; SDC @ 13

** Projected Enrollment as of **4/28/2026**

EL DORADO COUNTY OFFICE OF EDUCATION

AGREEMENT FOR COUNTY SCHOOL SERVICES TO SCHOOL DISTRICTS

FISCAL YEAR 2026-27

901

The Governing Board of the **BUCKEYE UNION SCHOOL DISTRICT** *, El Dorado County, hereinafter referred to as "DISTRICT", hereby agrees with the El Dorado County Office of Education, hereinafter referred to as "SUPERINTENDENT", to participate in contract services as follows:*

Item #	Contract Items	(I) CBEDS or Other basis	x	(II) Rate	=	(III) Current Year Cost	(IV) Prior Year (info. only)
PART A - Contract Items with fixed amount - Transfer							
DS-500	Anticipated Direct Service Funds Available					$---0---	-
	PSYCHOLOGIST SERVICES	---0---	DAYS				
DS-400	Psychologist - Paid by Direct Service Funds	---0---	DAYS	1,047.00		$---0---	-
AS-400	Psychologist - Contracted	---0---	DAYS	1,047.00		$---0---	-
	NURSE SERVICES	---0---	DAYS				
DS-410	Nurse - Paid by Direct Service Funds	---0---		1,068.00		$---0---	-
AS-410	Nurse - Contracted	---0---	DAYS	1,068.00		$---0---	-
	Total District Curriculum Services/Support (Balance of Direct Service Funds)						
DS-310	Purchase Orders will be issued and districts will invoice COE for qualifying services.					$---0---	-
AS-415	SPEECH SERVICES	4.30	FTE	151,575.00		$ 651,773	599,489
AS-612	SELPA IEP SOFTWARE	4,197	Year 1 of 3	0.93		$ 3,920	3,807
AE-305	SPORTS LEAGUE COMMISSIONER	1	SITE	1,262.00		$ 1,262	1,066
AE-307	ACADEMIC DECATHLON	---0---	SITE	1,500.00		$---0---	-
AF-320	COURIER SERVICES	---0---	MILE	91.00		$---0---	-
AP-031	SUB TEACHER CALLING	176	TCHR FTE	85.00		$ 14,991	17,283
AP-037	CLASSIFIED SUBSTITUTE POOL	4,197	CBEDS	2.10		$ 8,803	7,919
AI-192	QSS MAINFRAME COMPUTER SUPPORT	12.14%	FORMULA	570,000.00		$ 69,185	66,570
AI-197A	AERIES HOSTED SERVICES	---0---	SITE	2,021.00		$---0---	-
AI-197A	AERIES HOSTING ADDITIONAL SITE	---0---	SITE	1,512.00		$---0---	-
AI-197R	AERIES ARCHIVE	---0---	SITE	887.00		$---0---	-
AI-197W	WIDE AREA NETWORK (WAN)	21.48%	FORMULA	51,502.00		$ 10,165	8,895
AI-4105	FIREWALL & FIREWALL with FILTERING		Year 3 of 5	43,539.45		$ 6,024	6,024
AI-4102	ENDPOINT PROTECTION SERVICES		Year 1 of 3	170,141.91		$ 23,763	12,102
PART B - Contract Item estimates variable based upon usage and/or actual costs - Transfer							
BS-410V	HEALTH TEST SRVCS - VISION (Per site min. $500)	---0---	STUDENT	4.00		$---0---	-
BS-410H	HEALTH TEST SRVCS - HEARING	---0---	STUDENT	5.42		$---0---	-
BP-030P	OSHA MANDATE FEDERAL POSTERS	11	SET	18.70		$ 206	235
BP-030A	ED-JOIN SERVICES	4,197	PPY P2 ADA	0.3200		$ 1,343	1,073
BE-350	DOCUMENT TRACKING SERVICES	---0---	LICENSE	225.00		$---0---	-
BI-197W	DISTRICT WIRELESS SUPPORT SERVICES	---0---	UNITS	TIERED		$---0---	-
BI-197A	DISTRICT APPLICATION HOSTED SERVICES	---0---	GB	TIERED		$---0---	-
BI-203	DISTRICT DATA STORAGE/BACKUP SERVICES	---0---	GB	TIERED		$---0---	-
BB-004	TIMBER COALITION SERVICE	4,197	CBEDS	0.3351		$ 1,406	1,383

EL DORADO COUNTY OFFICE OF EDUCATION

AGREEMENT FOR COUNTY SCHOOL SERVICES TO SCHOOL DISTRICTS

FISCAL YEAR 2026-27

901

Item #	Contract Items			(I) CBEDS or Other basis	x	(II) Rate
PART C - Contract Item estimates variable based upon usage and/or actual costs - Monthly Billing or Transfer						
CS-3140	SPECIAL EDUCATION ONE-ON-ONE LVN / RN / LVN Aide			HOUR		62.00
CS-1700	SPECIAL EDUCATION ONE-ON-ONE CLSRM AIDE			HOUR		55.00
CS-599	SPECIAL EDUCATION TRANSPORTATION	DAYS	180	DAY/STDT		112.00
CP-030T	CDT RANDOM DRUG & ALCOHOL TESTING			DRIVER		56.75
CP-030R	FINGERPRINTING - ROLLING FEE			EACH		44.00
CP-030D	FINGERPRINTING - DOJ BASE FEE			EACH		32.00
CP-030F	FINGERPRINTING - FBI BASE FEE			EACH		17.00
CF-175	DEVELOPER FEE SERVICES			% FEE		3.00%
CI-197	NETWORK & SYSTEM ADMINISTRATION SERVICES			HOUR		150.00
CI-195	DISTRICT COMPUTER TECHNICIAN			HOUR		96.00
PART D - FACILITY USE - Invoice County on "as needed" basis						
DF-080	FACILITY USE - HEALTH SERVICES DEPT			HOUR		20.00

SERVICES PROVIDED:

Upon requesting services under this agreement, EDCOE will allocate staffing based on the level of services requested. The requesting district agrees to fund the identified portion of services for the full fiscal year. Because staffing and scheduling are established based on these requests, services may not be reduced or withdrawn during the fiscal year without mutual agreement. Services are to be provided by and under the direction of the Superintendent and shall be rendered to the District in the same manner and with the same rights and privileges as are extended to all other school districts participating in the same or similar services rendered by the Superintendent except as may be further defined or limited as follows:

DIRECT SERVICE FUNDS:

In full payment therefore, the Superintendent is hereby authorized to transfer from the District Direct Services Allocation an amount equal to the total contract obligations as assigned above. Any Direct Service Allocations unused by these services will be made available to the District upon invoice for qualifying expenses as authorized by the Deputy Superintendent, Educational Services.

PAYMENT:

Part A

In full payment therefore, the Superintendent is hereby authorized to transfer from the General Fund to the County School Services Fund maintained by the Superintendent before the close of any school year during which this agreement is valid, an amount equal to the total contract obligations determined above. The Superintendent shall promptly notify the District of the date and amount of each transfer.

Part B

In full payment therefore, the Superintendent is hereby authorized to transfer from the General Fund to the County School Services Fund maintained by the Superintendent before the close of any school year during which this agreement is valid, an amount based upon usage and/or actual costs. The Superintendent shall promptly notify the District of the date and amount of each transfer.

Part C

Superintendent is hereby authorized to transfer from appropriate funds of the District for Developer Fee Services and invoice for services provided above which are delivered on an "as needed" basis, due thirty (30) days from the invoice date.

FACILITY USE INVOICES:

District is to invoice County for services provided above in Part D which are delivered on an "as-needed" basis. Amounts are due and payable to the District by the County within thirty (30) days of invoice.

BUCKEYE UNION SCHOOL DISTRICT

By _____ Date _____

David Roth, Ph.D., Superintendent

EL DORADO COUNTY OFFICE OF EDUCATION

By _____ Date _____

Wendy Frederickson, Deputy Superintendent

JOINT FOOD SERVICE DIRECTOR AGREEMENT FOR THE 2026-2027 SCHOOL YEAR BY AND BETWEEN RESCUE UNION SCHOOL DISTRICT AND BUCKEYE UNION SCHOOL DISTRICT

This Agreement is made and entered into on this __1__ day of _June____, 2026 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the BUCKEYE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Buckeye"), regarding the maintenance of a joint food service director delivery model for each school district's food service program.

RECITALS

WHEREAS, Rescue and Buckeye mutually desire to provide food service for pupils in their districts in the most effective and economical way possible;

WHEREAS, both Rescue and Buckeye have thoroughly investigated the joint service of a food service director, and have found that such a joint service provision to be the most cost effective and efficient method by which to provide supervision of their respective food service programs; and

WHEREAS, California Education Code Section 35160 provides authority by which districts may jointly provide for food service; and

NOW, THEREFORE, IN CONSIDERATION OF THE ACTS AND PROMISES CONTAINED HEREIN, the parties agree as follows:

AGREEMENT

1. SERVICES:

Either party may avail itself of the Food Services Director services of the Rescue Food Services Department in accordance with the terms set out herein.

Buckeye will receive the following services from the Joint Food Services Director, such duties to include but not be limited to:

- Schedules, allots time, and assigns food services personnel for all food services operations with the school district.
- Instructs, supervises, and evaluates food service personnel.

- Consults with management about facility design, needed equipment and food service operations.

- Maintains accurate records and reviews all state reports.

2. MANAGEMENT:

The parties shall meet to discuss issues and operating procedures through which food service supervision and evaluation of joint services will be provided.

3. MUTUAL AID:

Parties agree to provide mutual aid to each other upon request. Such mutual aid shall include, but not necessarily be limited to substitute food service employees.

4. PAYMENT:

Buckeye will reimburse Rescue for Food Service Director services in an amount equal to 50% of the cost of the Food Services Director annual salary, mileage stipend and benefits. Additionally, Buckeye will reimburse 50% of the cost of travel and conference expenses related to professional development.

Rescue shall be responsible for maintaining employee records; i.e., health benefits, sick leave, vacation and compensatory time.

5. TIME OF PAYMENT:

Buckeye shall pay Rescue on a quarterly basis within 30 days of billing.

6. LIABILITY:

Parties agree to mutually indemnify each other for any liability which arises out of or is related to any claim for damages arising out of or related to the services provided by the Food Services Director. It is agreed and understood that such indemnification shall include the cost of defense of any litigation or other legal action that may result.

7. TERM/RENEWAL OF CONTRACT:

This agreement shall be for a period of one year beginning July 1, 2026, and ending June 30, 2027. It may be renewed for additional terms of one year by the following procedure:

a. On or before February 15th of each year, Rescue shall notify Buckeye if it wishes to continue this agreement, and of any modifications it desires in terms or conditions.

b. Within 60 days after receipt of notification from Rescue, Buckeye shall respond, either accepting the continuation of the agreement with its modifications, rejecting the continuation of the agreement, or counter offering a continuation with new modifications.

c. If Buckeye accepts the continuation, but makes new modifications, the parties shall have 30 days in which to reach a final agreement.

RESCUE UNION SCHOOL DISTRICT

Jim Shoemake, Superintendent

Dated: 6/1/26

BUCKEYE UNION SCHOOL DISTRICT

Dr. David Roth, Superintendent

Dated:

Buckeye Union Elementary School District

David Roth, Superintendent

Proposal

Demographics and Enrollment Projections 2026-2027

SchoolWorks, Inc.

8700 Auburn Folsom Road, #200, Granite Bay, CA 95746 l 916.733.0402 l www.SchoolWorksGIS.com

SchoolWorks
Facility Problem Solvers

Table of Contents

1 Letter of Intent.....2

2 Company Profile 4

3 Scope of Service.....7

4 Pricing 14

5 Agreement 16

1

Letter of Intent

Letter of Intent

Buckeye Union Elementary School District

5049 Robert J Mathews Pkwy.
El Dorado Hills, CA 95762-5737

Thank you for the opportunity to present this Proposal for the 2026/2027 Demographics and Enrollment Projection Service. SchoolWorks has worked with over 100 school districts on Demographics over the past three years. Many of these districts request an annual update each year.

Demographics and Enrollment Projections help establish guidelines designed to ensure the District's school facilities are able to accommodate and support its current and future enrollment. SchoolWorks provides a total comprehensive analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-term and short-term planning. Our services help identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction, and attendance boundary analysis or redistricting.

Proposal Includes:

- Collaborate with the District staff throughout the project
- Six-year district and individual school enrollment projections
- Attendance boundary demographics trend analysis
- Classroom utilization analysis
- New housing impacts & yield rate study
- Draft/Final documentation in electronic form
- Continued use and maintenance of the web-based School Explorer
- Total fee proposal of $11,700

SchoolWorks, Inc. is dedicated to developing trusting personal relationships with our clients. Our unique hands-on approach makes us more than just another facility planning consultant. Our goal is to become an extension of your staff. We value integrity and going that extra mile to make sure we provide the highest in quality service.

We would be honored to serve the Buckeye Union Elementary School District. Thank you for your consideration and please do not hesitate to contact us if you have any questions.

Kindest Regards,

Ken Reynolds, President
916.771.4605
Ken@SchoolWorksGIS.com

Ryan Reynolds, DEP Project Manager
916.771.4614
Ryan@SchoolWorksGIS.com

2

Company Profile

ABOUT SCHOOLWORKS, INC.

SchoolWorks, Inc., established in 2002 by founder and President Ken Reynolds, has a proud history of guiding California school districts through the complexities of school facility planning.

Our firm takes pride in focusing on the unique challenges facing California school districts today. We offer a wide range of services that provide the building blocks towards smart and successful facility planning.

SchoolWorks, Inc. provides services exclusively to California school districts, ranging in size from under 100 students to more than 600,000 students.

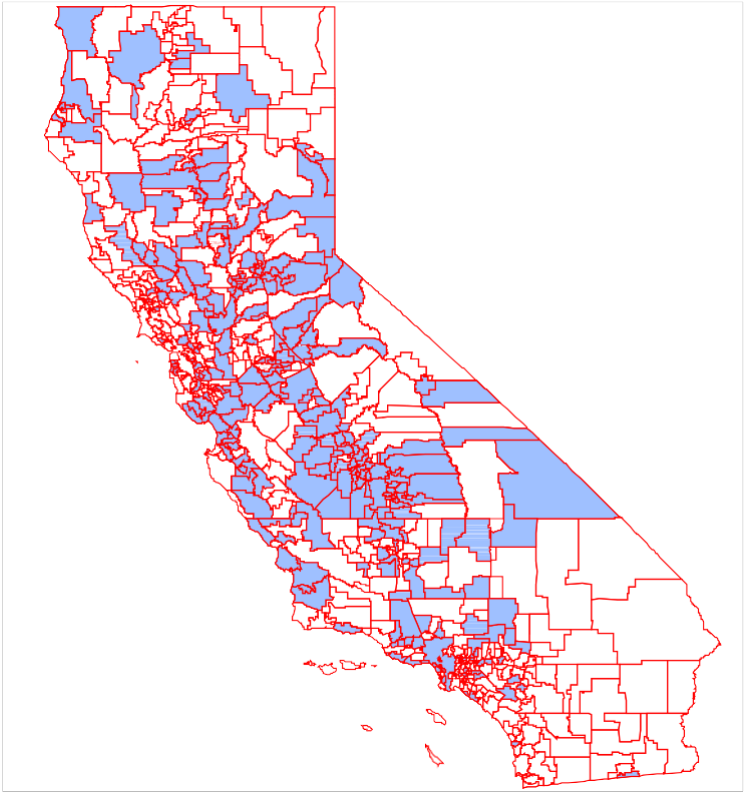
Our headquarters is located near Sacramento, providing easy access to CDE, SAB and OPSC.

At SchoolWorks, Inc. our mission is simple: Take pride in developing trusting personal relationships. Our unique hands-on approach makes us more than just another facility planning and demographics consultant. Our goal is to become an extension of your staff and community. We value integrity and going the extra mile to make sure we provide the highest in quality service.

OUR SERVICES

- ✓ Demographics and Enrollment Projections
- ✓ Facilities Planning Assessments
- ✓ State Building Program Assistance
  - Modernization
  - New Construction
  - Financial Hardship
  - CTE
- ✓ Developer Fee Studies
  - Level 1
  - Level 2
- ✓ Attendance Boundaries Studies
- ✓ Trustee Boundaries
- ✓ Web Based School Locator

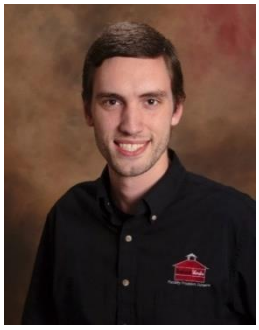
SchoolWorks, Inc. District Clients in Blue



PROJECT MANAGEMENT TEAM



Ken Reynolds – President



Ryan Reynolds – Demographics Manager

Administrative Support Staff – Demographics & Enrollment Projections



Jodi Grayem,
Office Manager



Alice Turney,
Accounting Manager

Other SchoolWorks, Inc. staff:

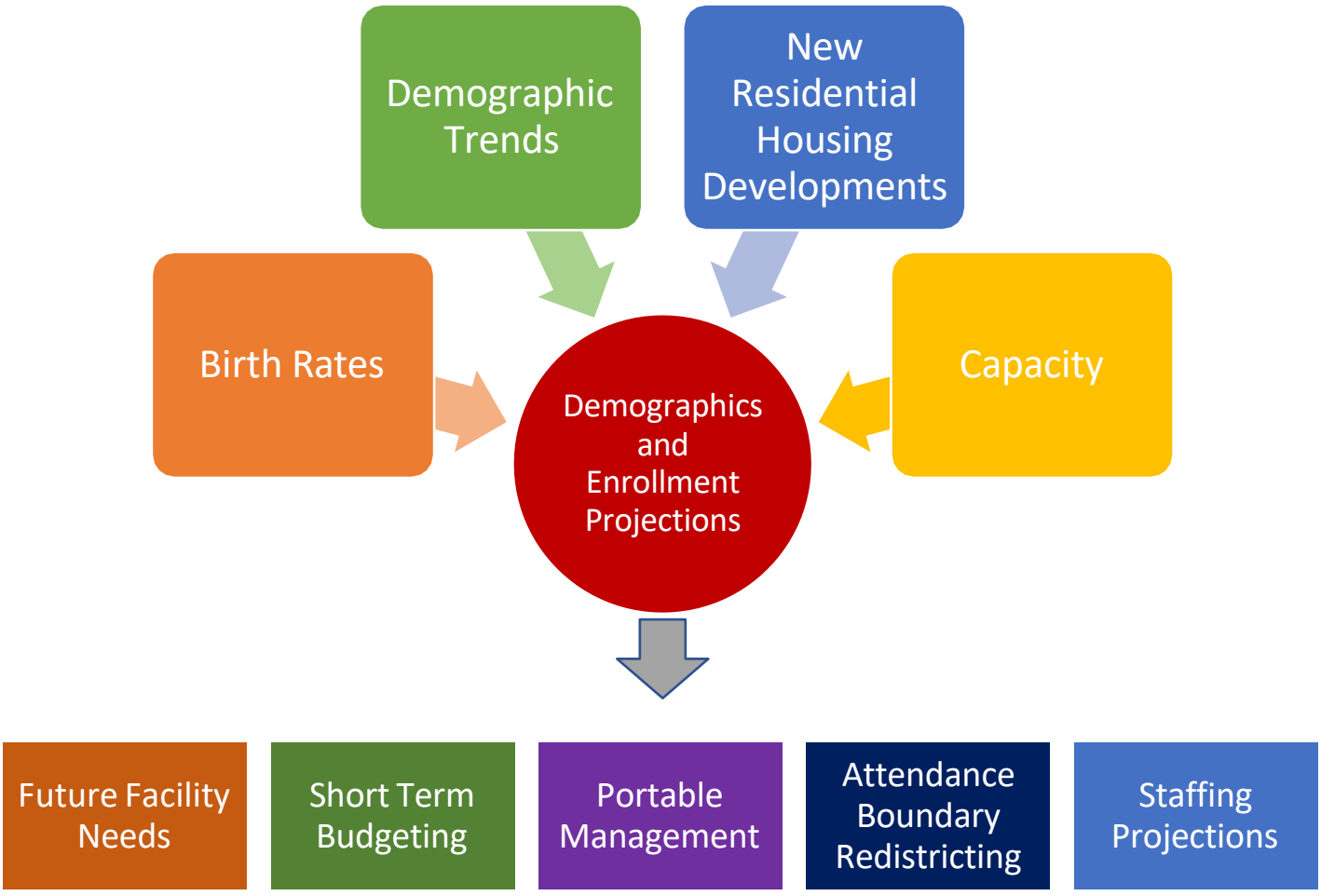
Kathy Reynolds – Associate Director/New Development Analyst
Rex Despain – Vice President/Marketing
Alexander Rutherford – Project Manager/State Building Program
Jacob Spivak – Director/Software Development & Technology

3

Scope of Service

ENROLLMENT PROJECTIONS

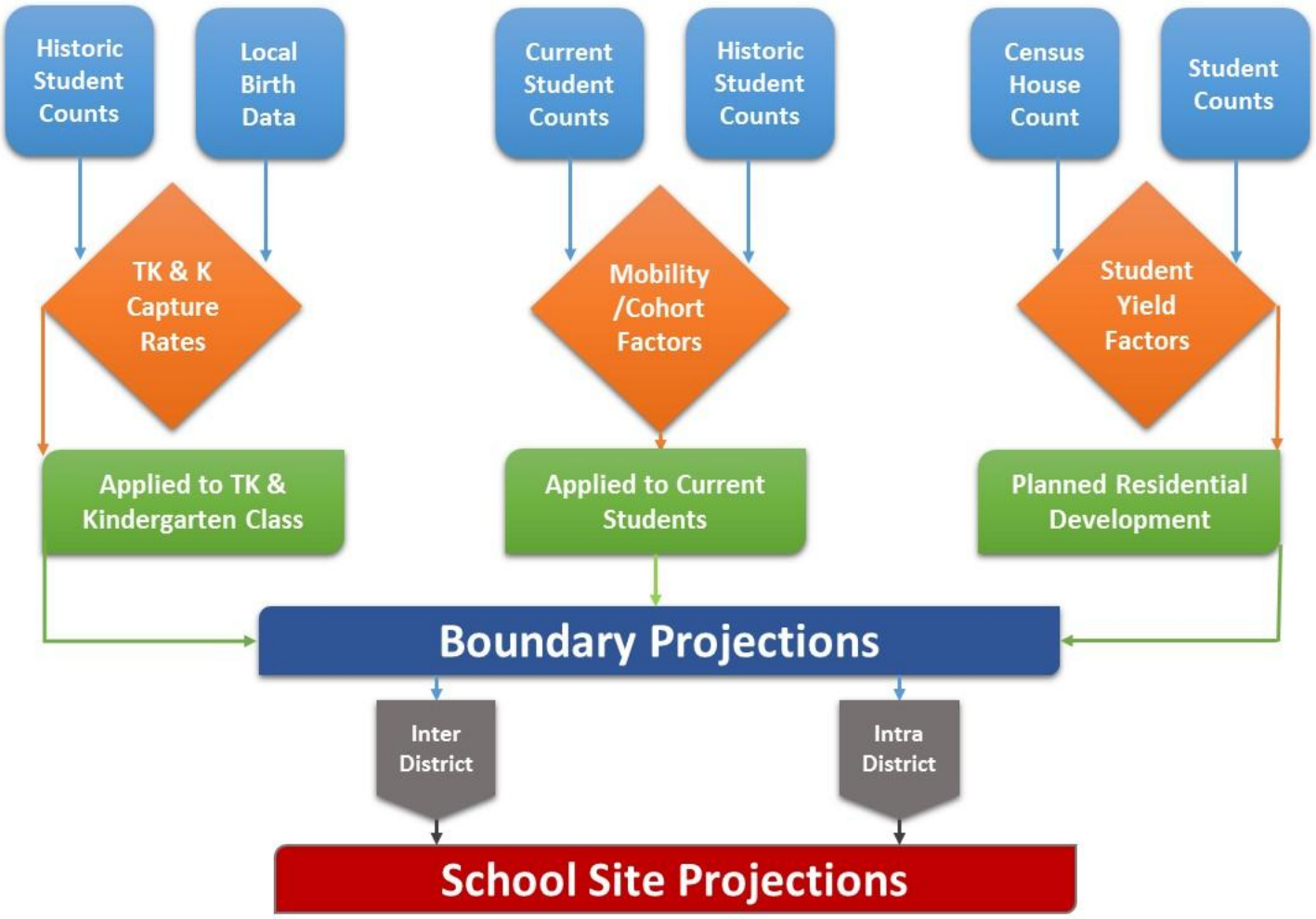
This Demographics and Enrollment Projections provides a comprehensive enrollment analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development.



The study is 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.

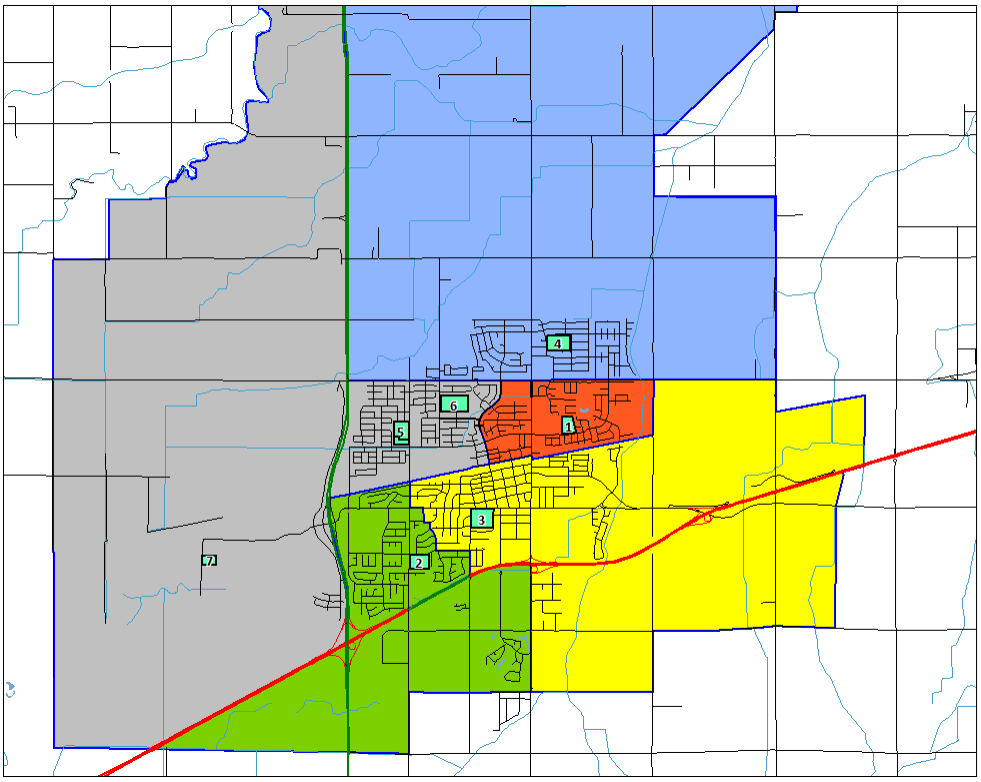
This study provides information based on the 2026/2027 District enrollments and programs, local planning policies and residential development. As these factors change and timelines are adjusted, the Demographic Study should be revised to reflect the most current information.

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. The school attendance base projections are created using the following procedures:

- Neighborhood School Attendance Area Analysis: Each school attendance boundary will be input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra-district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.

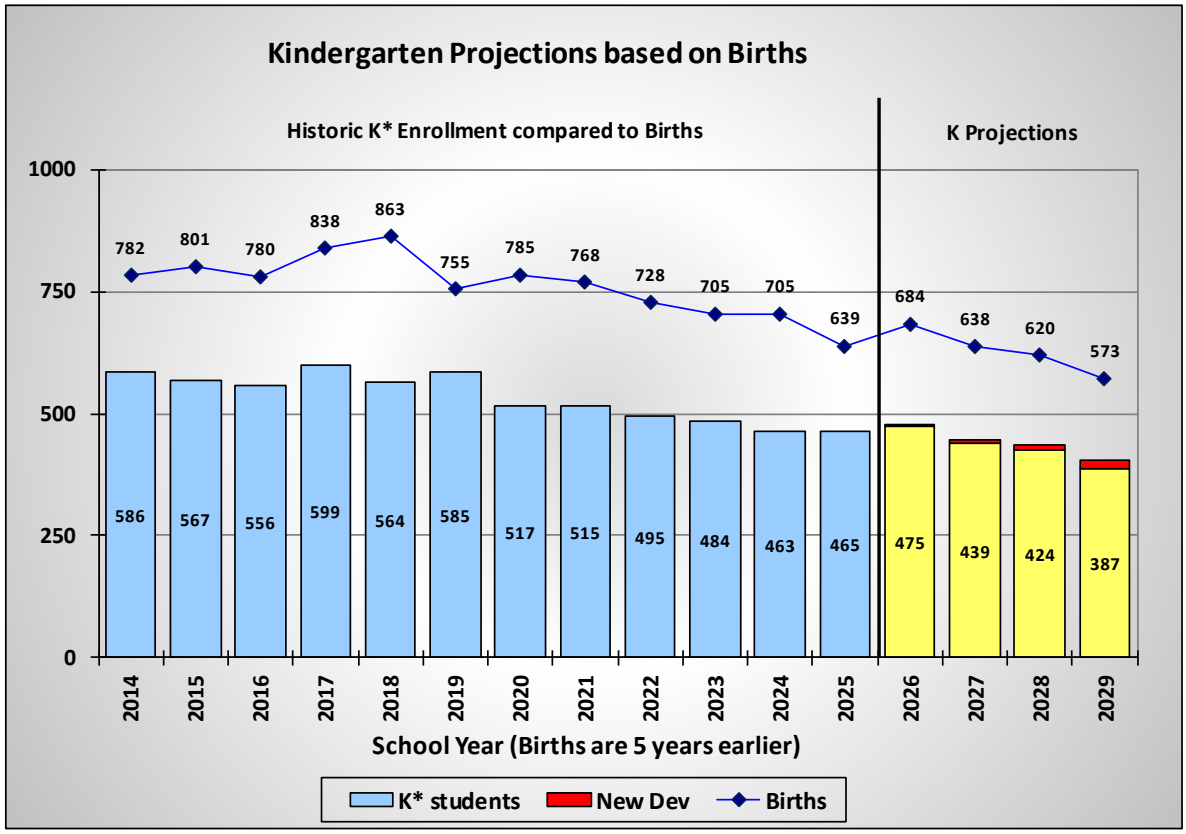


- Inter-district student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.

- 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.

- Cohort Trend Analysis: The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three years is determined with the current year weighted 50%, the prior year 33.3% and the third 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.

- Birth Rate Analysis: 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 years later.



*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.

- Housing Development and Yield Rate Study: New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data. 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.

- District Special Education and Alternative Programs: 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.

- Site Capacity and Utilization Analysis: By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are over-crowded or which school sites may need to be considered for boundary changes or grade level reconfiguration. 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 purpose of the classroom count and capacity are to show what the school capacity should be if all teaching spaces are being used in accordance with the educational programs of the District.

School Facility Utilization

Elementary Schools	Net Classrooms	Net CR Capacity	2025/26 Current Enrollment	2031/32 Projected Enrollment	2025/26 Current Utilization	2031/32 Projected Utilization
Bridgeway Island Elem	43	1,164	1,029	967	88.4%	83.1%
Elkhorn Village Elem	31	850	569	531	66.9%	62.5%
Riverbank Elem	34	870	555	407	63.8%	46.8%
Southport Elem	36	944	765	730	81.0%	77.3%
Stonegate Elem	40	1,087	925	923	85.1%	84.9%
Westfield Village Elem	30	812	542	506	66.7%	62.3%
Westmore Oaks Elem	30	773	527	525	68.2%	67.9%
Sub-Totals	**244**	**6,500**	**4,912**	**4,589**	**75.6%**	**70.6%**
High Schools						
River City High	85	2,496	2,099	2,177	84.1%	87.2%
Sub-Totals	**85**	**2,496**	**2,099**	**2,177**	**84.1%**	**87.2%**
Other Schools						
Yolo High	14	280	90	95		
Middle College High	11	330	206	212		
Virtual Academy	12	360	33	31		
Clarendon Street	36	937	0	0		
Sub-Totals	**73**	**1,907**	**329**	**338**		
District Totals	**402**	**10,903**	**7,340**	**7,104**	**67.3%**	**65.2%**

- School Explorer: Attendance areas are defined as geographic boundaries around a school which include specific residential addresses. School Explorer is a web-based application intended to provide general information and assign neighborhood elementary, middle, and high schools based on a specific valid residential street address.

  School Explorer is intended to be used as a tool that provides school assignment information based upon a specific valid address. If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.

  The information provided by School Explorer is intended to only be used as a guideline and is not a final determination of school assignments. The accuracy of address mapping may vary and is not a guarantee. While our team makes every effort to ensure all search databases are up-to-date, the user should not assume results provided by School Explorer are a guarantee of placement at a particular school. It is recommended that final school placement determination be verified by a School District representative.

  SchoolWorks, Inc., will work with a district representative to ensure the correct attendance boundaries and school site information has been provided. If any School Board approved boundary change occurs, SchoolWorks, Inc., will promptly update the web-link to represent that change.

  Addresses and street maps are provided through a third party who has made substantial efforts to ensure the accuracy of the information. However, anomalies in street representation can and do occur. Any inconsistencies that are observed while using School Explorer should be reported to SchoolWorks, Inc., by a district representative via phone or email.

ADDITIONAL SERVICES

ON-CALL SERVICES

SchoolWorks, Inc. provides on-call services to all our clients. If you have questions about the number of students in a boundary, in a specific neighborhood, or within a certain radius, our staff is available on-call Monday through Friday 8am to 4pm to help answer those questions. We will make every attempt to answer within the same day. Some inquires may require an addendum to the contract.

HOURLY RATES

If you request a SchoolWorks representative on various projects or committee meetings beyond the Statement of Work in this proposal, the District will be billed an hourly rate of $205 per hour.

4

Pricing

STATEMENT OF WORK

SchoolWorks, Inc. is proposing a fixed fee for the basic services provided in this proposal. Optional services may be added. Changes in the scope of work can have impacts on the overall fee. If SchoolWorks, Inc. presence at meetings or additional services are requested beyond the scope of work, the District will be billed at $205 per hour, plus travel time and expenses or issued a new contract for those specific services.

DEMOGRAPHICS & ENROLLMENT PROJECTIONS	
❑ Geocode one year of student enrollment data: October 2026	
❑ Analyze student demographic trends	
❑ Six-year district enrollment projections	
❑ Enrollment projections for each individual school	
❑ Classroom utilization analysis	
❑ New housing impacts & yield rate study	
❑ One Virtual Board presentation	
❑ Continued use and maintenance of the web-based School Explorer	
Total Proposed Fee	$11,700

PROJECT TIMELINE

The proposed timeline for completion and delivery of the project is TWO (2) months from the time the SchoolWorks, Inc. team is able to collect the appropriate information. A project RFI will be submitted to the District upon signing of this agreement. A schedule is intended to be a flexible timeline and will be adjusted accordingly, depending on coordination of schedules and efficient data collection. It is our goal to complete this project under the TWO (2) month window. The schedule is generated through a team effort involving District Administration and SchoolWorks, Inc.

5

Agreement

PROFESSIONAL SERVICES AGREEMENT

DEMOGRAPHICS & ENROLLMENT PROJECTIONS

Buckeye Union Elementary School District
5049 Robert J Mathews Pkwy.
El Dorado Hills, CA 95762-5737

and

SchoolWorks, Inc.
8700 Auburn Folsom Road #200
Granite Bay, CA 95746
Ph: (916)733-0402

THIS AGREEMENT, is made by and between SchoolWorks, Inc. (hereinafter referred to as "SCHOOLWORKS") and Buckeye Union Elementary School District, (hereinafter referred to as "the DISTRICT")

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in updating demographics and enrollment projections.

SCOPE OF SERVICES
SCHOOLWORKS will provide the DISTRICT a Demographics and Enrollment Projection Study. 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. It is 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 2026/2027 District enrollments and programs, local planning policies and residential development

AGREEMENT PERIOD
The agreement period: 2026-2027 fiscal year.

OBLIGATIONS OF THE DISTRICT
DISTRICT agrees that it's employees will cooperate with SCHOOLWORKS and be available for scheduled consultations and meetings at reasonable times.

DISTRICT shall provide data which is required or requested by SCHOOLWORKS. All data and records, including student information will remain confidential.

DISTRICT will assist SCHOOLWORKS in obtaining data from public municipalities or agencies or private citizen groups whenever such data is necessary for completion of the work outlined in this agreement.

CONFIDENTIALITY

Student records obtained by SCHOOLWORKS and/or its third parties from the DISTRICT continue to be the property and under the control of the DISTRICT. The procedures by which students may retain possession and control of their own student generated content will be determined and controlled by the DISTRICT, not by SCHOOLWORKS. The options by which a Student may transfer student-generated content to a personal account will be determined by the DISTRICT, not by SCHOOLWORKS. Representatives of the DISTRICT, not SCHOOLWORKS or its third parties, will work directly with parents, legal guardians, or eligible students to review personally identifiable information in the student's records and correct erroneous information. SCHOOLWORKS staff members or its third parties shall act to ensure the security and confidentiality of student records, including, but not limited to, designating and training experienced staff members to ensure the security and confidentiality of student records, by use of the following measures: SCHOOLWORKS staff members will periodically review and test the security and confidentiality of records stored in its computer systems and its related data drives, and make adjustments to security protocols as required. In the event of an unauthorized disclosure of a student's records, staff of SCHOOLWORKS and its third parties will assist the DISTRICT by providing any information provided in the unauthorized disclosure to the DISTRICT so that the DISTRICT can report the disclosure to the affected parent or student and resolve the issue in a satisfactory manner. The DISTRICT, not SCHOOLWORKS will work with students who choose to retain possession of their student generated content or to transfer such content to a student's personal account. SCHOOLWORKS agrees to comply with all standards regarding the privacy of the student data provided by the DISTRICT, relating to "COPPA," "FERPA," and SOPIPA. In accordance with COPPA, FERPA and SOPIPA. SCHOOLWORKS will not use its site or services for other than its school district client's K-12 school purposes and will use security protocols to secure DISTRICT data that is used in conducting certain studies and reports for or on behalf of the DISTRICT. SCHOOLWORKS will not use any personally identifiable information in student records to engage in targeted advertising. SCHOOLWORKS will not sell student information. SCHOOLWORKS will not use any personally identifiable information in student records to create a "student profile" for any purpose other than those required or specifically permitted by the Technology Services Agreement. SCHOOLWORKS and/or its third parties shall not disclose any personally identifiable information in student records, unless for legal, regulatory, judicial, safety, or operational improvement reasons, and must disclose student information: when required by law, for legitimate research purposes; or for school purposes to educational agencies authorized by the DISTRICT

TERMINATION

It is understood and agreed that the DISTRICT may terminate this agreement without cause by giving SCHOOLWORKS written notice at least thirty (30) days before effective date of such termination. Required payments include payment for hours completed.

COMPENSATION

PLEASE SELECT REQUESTED SERVICE

OPTION 1:

[X] 2026-27 Demographics & Enrollment Projections and Service Contract for continued use of the web-based School Explorer **$11,700**

OPTION 2:

[ ] Service Contract for continued use of the web-based School Explorer **$1,200**

The full amount will be billed upon completion of the Study and submittal to the District for review. The amount is due within thirty (30) days of the date of the invoice. If SchoolWorks, Inc. presence is requested at an in- person school board meeting or other committee meetings beyond the scope of work, the District will be billed at $205 per hour, plus travel time and expenses.

The parties hereto have caused this agreement to be executed by their authorized representatives.

SchoolWorks, Inc.	Buckeye Union Elementary School District
Ken Reynolds	
	Signature
Kenneth R. Reynolds	
Print Name	Print Name
President	
Title	Title
July 1, 2026	
Date	Date

BUCKEYE UNION SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

MEETING OF THE BOARD OF TRUSTEES

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 their academic and personal success in a global society.

The Buckeye Union School District hereby gives notice that a Public Hearing will be held as follows:

1. **DISCUSSION** - The Governing Board of the Buckeye Union School District will conduct a Public Hearing in accordance with Education Code Section 52062(b)(1) for the 2026-2027 Update to the 2024-2027 Local Control Accountability Plan (LCAP) and a Public Hearing in accordance with Education Code Section 42127 for the 2026-2027 Budget for the following entities:
    - Buckeye Union School District
    - Valley View Charter Montessori (VVCM) School
    - Buckeye Union Mandarin Immersion (BUMI) Charter School

Above reports will be linked to BUSD website at the following URL by 4pm on 6/5/26:
https://www.buckeyeusd.org/about-us/local-control-accountability-plan

Per Education Code Sections 42127 and 52062, two separate Governing Board public meetings, held at least one day apart, are required for the school district Budget hearing and Budget adoption. In addition, the Local Control and Accountability Plan (LCAP) must be adopted prior to and at the same meeting as the Budget adoption. The Public Hearings require 72 hours of public notice and both the 2026-2027 Budget and the 2026-2027 update to the 2024-2027 Local Control and Accountability Plan (LCAP) must be adopted on or before July 1, 2026.

The adoption of the 2026-2027 Updates to the 2024-2027 LCAP and the District's Budget will be held on June 24, 2026, at 7:00 p.m. in the District Office Board Room.

Hearing Date:	**Wednesday, June 10, 2026**
Time:	**7:00 p.m.**
Location:	**Via Zoom Link and in-person (see below)**

- **If you would like to attend the meeting in-person, please join us at:**
  Buckeye Union School District - Board Room
  5049 Robert J. Mathews Parkway, El Dorado Hills, CA, 95762
  Please enter Board Room from the rear of the building

- **If you would like to *view* the meeting remotely, please register at this link in order to receive a meeting link to your email to join the webinar:**
  https://buckeyeusd.zoom.us/webinar/register/WN_mjLqdb5TTrWJDZKYI7otdQ

Members of the public who wish to address the Board of Trustees must be present *in person* at the Board Meeting.

Buckeye School (530)677-2277 • (916)933-2333	Silva Valley School (916)933-3767 • (530)677-8953	Blue Oak School (530)676-0164 • (916)933-5149	William Brooks School (916)933-6618 • (530)677-2875
Oak Meadow & Buckeye Mandarin (916)933-9746 • (530)677-9818	Camerado Springs Middle School (530)677-1658 • (916)933-0584	Rolling Hills Middle School (530)676-2490 • (916)933-9290	Valley View Charter Montessori (530)672-3890 • (916)939-9640

Buckeye Union School District
2026-2027
Budget Comparison

			2026-2027 Proposed Budget				2025-2026 Estimated Actuals				Variance		
			a	b	c		d	e	f		17	h	i
	REVENUES	Account	***Unrestricted***	***Restricted***	***Total***		***Unrestricted***	***Restricted***	***Total***		***Unrestricted***	***Restricted***	***Total***
1	LCFF Sources	8000	51,707,369	-	51,707,369		49,637,922	-	49,637,922		2,069,447	-	2,069,447
2	Federal Revenues	8100-8299	-	1,060,133	1,060,133		-	1,177,034	1,177,034		-	(116,901)	(116,901)
3	Other State Revenues	8300-8599	1,125,950	8,929,970	10,055,920		1,118,505	6,308,284	7,426,789		7,445	2,621,686	2,629,131
4	Local Revenues	8600-8799	1,500,782	3,567,483	5,068,265		1,358,782	2,691,996	4,050,778		142,000	875,487	1,017,487
5	Transfers In (Non-operational)	8900	-	-	-		1,925,108	-	1,925,108		(1,925,108)	-	(1,925,108)
6	Contributions to Restricted Programs	8980	(9,094,400)	9,094,400	-		(9,375,756)	9,375,756	-		281,356	(281,356)	-
7	TOTAL REVENUES		45,239,701	22,651,986	67,891,687		44,664,561	19,553,070	64,217,631		575,140	3,098,916	3,674,056
8													
9	EXPENDITURES												
10	Certificated Salaries	1000	21,603,078	3,322,558	24,925,636		21,765,277	4,650,979	26,416,256		(162,199)	(1,328,421)	(1,490,620)
11	Classified Salaries	2000	6,745,476	3,915,117	10,660,593		6,825,960	3,940,421	10,766,381		(80,484)	(25,304)	(105,788)
12	Employee Benefits	3000	10,238,738	5,509,838	15,748,576		10,252,137	5,388,571	15,640,708		(13,399)	121,267	107,868
13	Books & Supplies	4000	2,542,287	1,612,982	4,155,269		2,389,333	639,551	3,028,884		152,954	973,431	1,126,385
14	Services & Operating Expenses	5000	3,140,357	3,053,272	6,193,629		3,906,726	3,848,105	7,754,831		(766,369)	(794,833)	(1,561,202)
15	Capital Outlay	6000	50,000	365,000	415,000		50,000	120,000	170,000		-	245,000	245,000
16	Other Outgo/Transfers Out	7000 except 7300	238,980	1,344,875	1,583,855		238,980	1,023,818	1,262,798		-	321,057	321,057
17	Indirect Support	7300-7399	(166,219)	56,779	(109,440)		(147,142)	44,253	(102,889)		(19,077)	12,526	(6,551)
18	TOTAL EXPENDITURES		44,392,697	19,180,421	63,573,118		45,281,271	19,655,698	64,936,969		(888,574)	(475,277)	(1,363,851)
19													
20	EXCESS (DEFICIENCY) OF REVENUES												
21	OVER EXPENDITURES	(A-B)	847,004	3,471,565	4,318,569		(616,710)	(102,628)	(719,338)		1,463,714	3,574,193	5,037,907
22												-	-
23	BEGINNING BALANCE, July 1		7,664,814	4,300,763	11,965,577		8,281,524	4,403,391	12,684,915		(616,710)	(102,628)	(719,338)
24	ACTUAL ENDING BALANCE, June 30		8,511,818	7,772,328	16,284,146		7,664,814	4,300,763	11,965,577		847,004	3,471,565	4,318,569
25													
26	COMPONENTS OF ENDING BALANCE												
27	***RESERVED***												
28	Revolving Cash	9711	1,000	-	1,000		1,000	-	1,000		-	-	-
29	Prepaid Expenditures	9713		-	-		117,567	-	117,567		(117,567)	-	(117,567)
30	***RESTRICTED***	9740	-	7,772,328	7,772,328		-	4,300,763	4,300,763		-	-	3,471,565
31	***DESIGNATED***		-	-	-		-	-	-		-	-	-
32	Required Reserve for Economic Uncertainties (3%)	9789	1,907,194	-	1,907,194		1,948,109	-	1,948,109		(40,915)	-	(40,915)
33	Board Reserve for Economic Uncertainties (1%)	9789	635,731	-	635,731		649,370	-	649,370		(13,639)	-	(13,639)
34	Additional Economic Uncertainty reserve	9789	5,967,893	-	5,967,893		4,948,768	-	4,948,768		1,019,125	-	1,019,125
35	Reserve for Technology Replacement	9789	-	-	-		-	-	-		-	-	-
36	Reserve for Textbook Adoption		-	-	-		-	-	-		-	-	-
37	Total Undesginated Amount	9789	0	0	0		0	0	0		0	0	0
38	*Special Reserve Fund Balance*		***7,831***	***0***	***7,831***		***7,831***	***0***	***7,831***		0	0	0

Buckeye Union School District
2026-2027 Budget
Multi-Year Projections

			2026-2027 Proposed Budget			2027-2028 Projected Budget			2028-2029 Projected Budget		
			a	*b*	*c*	*d*	*e*	*f*	*g*	*h*	*i*
	REVENUES	Account	***Unrestricted***	***Restricted***	***Total***	***Unrestricted***	***Restricted***	***Total***	***Unrestricted***	***Restricted***	***Total***
1	LCFF Sources	8000	51,707,369	-	51,707,369	52,956,640	-	52,956,640	54,481,124	-	54,481,124
2	Federal Revenues	8100-8299	-	1,060,133	1,060,133	-	1,040,960	1,040,960	-	997,172	997,172
3	Other State Revenues	8300-8599	1,125,950	8,929,970	10,055,920	1,107,733	4,958,710	6,066,443	1,089,527	4,945,135	6,034,662
4	Local Revenues	8600-8799	1,500,782	3,567,483	5,068,265	1,507,710	3,503,933	5,011,643	1,521,377	3,441,654	4,963,031
5	Transfers In (Non-operational)	8900	-	-	-	-	-	-	-	-	-
6	Contributions to Restricted Programs	8980	(9,094,400)	9,094,400	-	(9,144,400)	9,144,400	-	(9,194,400)	9,194,400	-
7	TOTAL REVENUES		45,239,701	22,651,986	67,891,687	46,427,683	18,648,003	65,075,686	47,897,628	18,578,361	66,475,989
8											
9	EXPENDITURES										
10	Certificated Salaries	1000	21,603,078	3,322,558	24,925,636	21,929,557	3,442,323	25,371,880	22,260,933	3,563,134	25,824,067
11	Classified Salaries	2000	6,745,476	3,915,117	10,660,593	6,847,866	3,974,223	10,822,089	6,951,792	4,034,216	10,986,008
12	Employee Benefits	3000	10,238,738	5,509,838	15,748,576	10,375,556	5,562,446	15,938,002	10,423,426	5,563,311	15,986,737
13	Books & Supplies	4000	2,542,287	1,612,982	4,155,269	2,593,287	1,644,982	4,238,269	2,645,287	1,677,982	4,323,269
14	Services & Operating Expenses	5000	3,140,357	3,053,272	6,193,629	3,203,357	3,143,490	6,346,847	3,267,357	3,234,646	6,502,003
15	Capital Outlay	6000	50,000	365,000	415,000	50,000	365,000	415,000	50,000	365,000	415,000
16	Other Outgo/Transfers Out	7000 except 7300	238,980	1,344,875	1,583,855	238,980	1,344,875	1,583,855	238,980	1,344,875	1,583,855
17	Indirect Support	7300-7399	(166,219)	56,779	(109,440)	(166,219)	56,779	(109,440)	(166,219)	56,779	(109,440)
18	TOTAL EXPENDITURES		44,392,697	19,180,421	63,573,118	45,072,384	19,534,118	64,606,502	45,671,556	19,839,943	65,511,499
19											
20	EXCESS (DEFICIENCY) OF REVENUES										
21	OVER EXPENDITURES	(A-B)	847,004	3,471,565	4,318,569	1,355,299	(886,115)	469,184	2,226,072	(1,261,582)	964,490
22											
23	BEGINNING BALANCE, July 1		7,664,814	4,300,763	11,965,577	8,511,818	7,772,328	16,284,146	9,867,117	6,886,213	16,753,330
24	ACTUAL ENDING BALANCE, June 30		8,511,818	7,772,328	16,284,146	9,867,117	6,886,213	16,753,330	12,093,189	5,624,631	17,717,820
25											
26	COMPONENTS OF ENDING BALANCE										
27	Reserved										
28	Revolving Cash	9711	1,000	-	1,000	1,000	-	1,000	1,000	-	1,000
29	Prepaid Expenditures	9713	-	-	-	-	-	-	-	-	-
30	***RESTRICTED***	9740	-	7,772,328	7,772,328	-	6,886,213	6,886,213	-	5,624,631	5,624,631
31	***DESIGNATED***		-	-	-	-	-	-	-	-	-
32	Required Reserve for Economic Uncertainties (3%)	9789	1,907,194	-	1,907,194	1,938,195	-	1,938,195	1,965,345	-	1,965,345
33	Board Reserve for Economic Uncertainties (1%)	9789	635,731	-	635,731	646,065	-	646,065	655,115	-	655,115
34	Additional Economic Uncertainty reserve	9789	5,967,893	-	5,967,893	7,281,857	0	7,281,857	9,471,729	-	9,471,729
37	Total Undesginated Amount	9789	0	0	0	0	0	0	0	0	0
38	*Special Reserve Fund Balance*		***7,832***	***0***	***7,832***	***8,582***	***0***	***8,582***	***9,332***	***0***	***9,332***

			Food Service	Deferred Maintenance	Special Reserve	Developer Fees	County School Facilities	Capital Project Fund - Mello Roos	Bond Interest and Redemption
	REVENUES	Account	***13***	***14***	***17***	***25***	***35***	***49***	***51***
1	LCFF Sources	8000	-	-	-	-	-	-	-
2	Federal Revenues	8100-8299	824,036	-	-	-	-	-	-
3	Other State Revenues	8300-8599	2,418,472	-	-	-	-	-	-
4	Local Revenues	8600-8799	200,600	11,000	-	460,000	370,000	1,950,000	1,890,450
5	Transfers In	8900	-	-	-	-	-	40,000	-
6	Contributions to Restricted Programs	8980	-	-	-	-	-	-	-
7	TOTAL REVENUES		3,443,108	11,000	-	460,000	370,000	1,990,000	1,890,450
8									
9	EXPENDITURES								
10	Certificated Salaries	1000	-	-	-	-	-	-	-
11	Classified Salaries	2000	693,065	-	-	78,061	-	-	-
12	Employee Benefits	3000	353,285	-	-	32,243	-	-	-
13	Books & Supplies	4000	1,389,405	-	-	-	-	-	-
14	Services & Operating Expenses	5000	604,800	10,000	-	35,000	1,500	25,000	-
15	Capital Outlay	6000	300,000	100,000	-	270,000	80,000	20,000	-
16	Other Outgo/Transfers Out	7000 except 7300	-	-	-	-	40,000	751,200	2,150,438
17	Indirect Support	7300-7399	109,440	-	-	-	-	-	-
18	TOTAL EXPENDITURES		3,449,995	110,000	-	415,304	121,500	796,200	2,150,438
19									
20	EXCESS (DEFICIENCY) OF REVENUES								
21	OVER EXPENDITURES	(A-B)	(6,887)	(99,000)	-	44,696	248,500	1,193,800	(259,988)
22									
23	BEGINNING BALANCE, July 1		3,889,342	444,793	7,832	6,552,494	9,079,022	4,220,359	1,659,369
24	ACTUAL ENDING BALANCE, June 30		3,882,455	345,793	7,832	6,597,190	9,327,522	5,414,159	1,399,381
	All balances are restricted or assigned								

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.1. **ACTION:** Adoption of Mandarin Language Arts Curriculum

SITUATION:

The District's current instructional materials for Mandarin language arts (*Better Immersion*) are expiring. As a result, the District has conducted a review of new materials during the current school year.

Since the Buckeye Union Mandarin Immersion program opened in 2018, the Better Immersion curriculum has supported teachers and students. However, the program now requires closer alignment with American Council on the Teaching of Foreign Languages (ACTFL) recommendations and greater differentiation for student language acquisition. The programs selected to be evaluated during the Mandarin language arts pilot were, *Level Learning* and *Mandarin Matrix* . A representative group of teachers from across grade levels have been engaged in a pilot of each of these programs. After piloting each of these programs, pilot teachers voted unanimously to submit *Level Learning*, for adoption by the Board, commencing with the 2026-2027 school year.

Buckeye Union Mandarin Immersion school provided notice and an opportunity for parents, guardians, and other members of our community to review the *Level Learning* textbooks and related instructional materials. Public comments have been provided to the Board.

PLAN:

To have the Board adopt *Level Learning* as the Buckeye Union School District's Mandarin language arts TK-8 program.

FISCAL IMPACT:

$42,600 from the General Fund in the 2026-2027 fiscal year, plus an ongoing annual cost of approximately $31,000 for the remainder of the three-year contract.

LONG RANGE GOAL:

District Goal #1: Maximize Student Achievement

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board adopt Level Learning and related instructional materials as the Buckeye Union Schools District's TK-8 Mandarin Language Arts curriculum.

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.2. **ACTION:** Adoption of Middle School English Language Arts (ELA) Curriculum Selection

SITUATION:
Two years ago, the District conducted a district wide English language arts curriculum review. At that time the middle school pilot teachers did not find a program that better aligned to standards. As a result, the District has conducted a second review of new materials during the current school year.

A primary interest of this review was to provide our teachers and students with a well-aligned, and more streamlined ELA program. For this reason, we chose to pilot *my Perspectives* and *Common Lit 360,* both of which met expectations in all criteria in Ed Reports. Prior to launching the pilot program, middle school teachers across BUSD sites were selected to participate. Before program implementation, teachers participated in dedicated professional development sessions for the two programs. Ongoing support from the publishers ensured teachers felt confident and equipped throughout the pilots. At the conclusion of the pilot, teachers were asked for their recommendation based on text quality and rigor, standards alignment, instructional strategies, teacher and student usability, building knowledge, and assessment support. A recommendation was made based on the established criteria.

To foster transparency and collaboration, the BUSD School Board established an Instructional Materials Adoption Committee (IMAC) on September 20th, 2023. This committee, composed of teachers, parents, and community members who provided input during our initial ELA pilot in the 23/24 school year, agreed to reconvene as a part of the continued ELA adoption process. Two meetings were held between December 2025 and April 2026. During these meetings, the pilot program rubric was reviewed, teacher representatives shared their experiences and insights, and answered questions from committee members.

From May 21st, 2026, through June 5th, 2026, the District provided notice and an opportunity for parents, guardians, and other members of our community to review *my Perspectives* and *Common Lit 360* textbooks and related instructional materials. Public comments have been provided to the Board.

PLAN:
To have the Board adopt *my Perspectives* as the middle school English language arts curriculum at Rolling Hills Middle School and *Common Lit 360* as the middle school English language arts curriculum at the International Baccalaureate Middle Schools, Valley View and Camerado Springs.

FISCAL IMPACT:
$256,000 from the General Fund in the 2026-2027 fiscal year plus an ongoing annual cost of $30,000 for consumables. The materials are supported by the publishers for a period of 5 years.

LONG RANGE GOAL:
District Goal #1: Maximize Student Achievement

SUPERINTENDENT'S RECOMMENDATION:
The Superintendent recommends that the Board adopt *my Perspectives* and *Common Lit 360* and related instructional materials as the Buckeye Union School District's middle school English language arts curriculums.

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.3.

ACTION: Approval of Updated Memorandum of Understanding (MOU) Between Buckeye Union School District and Rising Sun Montessori (RSM)

SITUATION:

Buckeye Union School District (BUSD) is the authorizing agency for Rising Sun Montessori (RSM), a California public charter school operating as a nonprofit public benefit corporation. As the authorizing agency, the District is responsible for oversight and supervision of the Charter School pursuant to the Education Code. A Memorandum of Understanding (MOU) governs the fiscal, administrative, and legal relationship between the District and the Charter School for the duration of the charter term.

The Governing Board approved RSM's charter renewal petition on January 15, 2025, for a five-year term commencing July 1, 2025 through June 30, 2030. RSM requested that the District now update the MOU to bring it in alignment with the terms of the renewal petition and any changes in law. An updated MOU has been reviewed and negotiated by both parties and is now presented to the Board for approval. The MOU addresses the term and renewal provisions, termination and revocation procedures, fiscal and reporting responsibilities, special education obligations, insurance and risk management requirements, and other operational matters governing the relationship between the District and RSM.

PLAN:

To have the Governing Board approve the updated Memorandum of Understanding between Buckeye Union School District and Rising Sun Montessori for the period of July 1, 2025 through June 30, 2030, concurrent with the term of the approved charter. The MOU will be executed by authorized representatives of both parties following Board approval. Per the terms of the MOU, the parties will review the agreement annually, with proposed revisions to be presented by February 1 of each year.

FISCAL IMPACT:

There is no direct fiscal impact to the General Fund associated with the approval of this MOU. Fiscal responsibilities of each party, including special education funding and pass-through obligations, are governed by the terms of the agreement and applicable state law.

LONG RANGE GOAL:

District Goal #1: Maximize Student Achievement
District Goal #2: Maintain Fiscal Integrity & Accountability of the District

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Governing Board approve the updated Memorandum of Understanding between Buckeye Union School District and Rising Sun Montessori for the term of July 1, 2025 through June 30, 2030, and authorize the Superintendent or designee to execute the agreement on behalf of the District.

MEMORANDUM OF UNDERSTANDING BETWEEN BUCKEYE UNION SCHOOL DISTRICT AND RISING SUN MONTESSORI

This Agreement ("Agreement") is executed between the Buckeye Union School District ("District") and Rising Sun Montessori ("Charter School"), a California public charter school operating as a nonprofit public benefit corporation. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

WHEREAS, the Buckeye Union School District is a public school district existing under the laws of the State of California.

WHEREAS, the Charter School has developed and submitted a petition to renew a charter school to the District, which was approved by the Governing Board on January 15, 2025 for a five year term commencing July 1, 2025 through June 30, 2030. By approving the petition, the District is the authorizing agency of the Charter School, responsible for oversight and supervision.

WHEREAS, the Charter School shall be operated as a California non-profit public benefit corporation pursuant to Education Code §47604. The Charter School and its Board of Directors are responsible for the Charter School's compliance with the terms of the Charter Petition, this MOU, and any applicable state or federal statutes or regulations.

WHEREAS, this Agreement is intended to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationship, as well as the operation of the Charter School.

WHEREAS, if the terms of this Agreement conflict with the terms of the Charter, the Charter will control while the District and the Charter School negotiate any necessary amendments to this Agreement to achieve consistency. If the parties do not reach agreement regarding the consistency, the parties agree to follow the procedures for dispute resolution as stated in the Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

AGREEMENTS

I. TERM AND RENEWAL

1.1 Term. This MOU shall be for a term of five (5) years commencing on July 1, 2025 and ending on the termination date of the Charter

School's charter, namely June 30, 2030. This MOU is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this MOU.

1.2 The Charter, this MOU and any applicable state or federal statute or regulation shall govern the relationship between the District and the Charter School regarding the operation and oversight of the Charter School.

1.3 Modification. Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.

1.3.1 The duly authorized representative of the Charter School is the Charter School Governing Board or the Charter School Head of School or designee.

1.3.2 The duly authorized representative of the District is the Governing Board or the Superintendent or designee.

1.4 Annual Review. The Parties agree to review this MOU annually. By February 1 of the then-current year, both Parties may present proposed revisions to the MOU. If there is no agreement to the proposed revision(s) by March 30th of the current year, then the existing MOU will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the Charter.

1.5 The Charter School shall ensure that its name, Rising Sun Montessori, is correctly spelled in all notifications to the State and in its corporate documents.

1.6 The Charter for the Rising Sun Montessori is a first through eighth grade school population only.

1.7 This entire MOU is subject to approval by the respective governing boards of the District and the Charter School. Nothing in this section shall prevent either party from suggesting, proposing or agreeing to a revision to the MOU at any time during the term of this MOU.

1.8 The District reserves the right of approving material revisions and/or revoking the Charter School charter as specified in Education Code§ 47607.

II. TERMINATION OF MOU

2.1 Event of Default. During the MOU Term, this MOU may be terminated by District upon the occurrence of any of the following events (individually **"Default Event"** and collectively **"Default Events")** and upon providing written notice of the termination to Charter School:

2.1.1 Any material breach of this MOU that remains unresolved after exhaustion of the dispute resolution process set forth in the approved Charter.

2.1.2 Revocation or non-renewal of the Charter by District or any other governmental agency with jurisdiction to so revoke or non-renew after Charter School has exhausted all avenues of appeal or legal review with such agencies or the court, or the time for Charter School to appeal or seek legal review with such agency or court, has expired, whichever is later.

2.1.3 Closure, or complete and permanent cessation of Charter School's program or operations for any reason.

2.1.4 Repeal or revocation of applicable statutes that authorize charter schools to operate within the State.

2.1.5 The filing by or against Charter School of a petition to have Charter School adjudged bankrupt or of a petition for reorganization or arrangement of Charter School under any law relating to bankruptcy (unless, in the case of a petition filed by Charter School, the petition is dismissed within 60 days of the date that it is filed); the appointment of a trustee or receiver to take possession of substantially all of the assets of Charter School, where possession is not restored to Charter School within 30 days of the taking of possession; or the attachment, execution, or other judicial seizure of substantially all of the assets of Charter School, where such seizure is not discharged within 30 days.

2.1.6 Charter School fails to maintain, in effect and during the MOU Term, the insurance required by District and Charter School does not cure such failure within 10 business days of the date of written notice from District.

2.1.7 Any transfer or assignment in violation of Section 23 shall be grounds for immediate termination of this MOU and revocation of the Charter pursuant to the procedures as set forth in Education Code §47607 and the California Code of Regulations, Title 5, Sections 11965 and 11968.5.2.

2.2 Additional Grounds. Notwithstanding the provisions above, this MOU may also be terminated as follows:

2.2.1 Charter School voluntarily surrendering the Charter, which surrender shall be communicated to District in writing.

III. RENEWAL OF MOU AND CHARTER

3.1 Renewal Petition. Charter School may petition District to renew the Charter in accordance with EC 47607(b) and (b) or Education Code Section 47607.2, California Code of Regulations, Title 5, Section 11966.4 and all applicable laws and this Section **("Renewal Petition").**

3.2 Timeline and Procedure. Unless the Parties mutually agree in writing otherwise, the following timeline and procedure shall apply to Charter School's Renewal Petition and renewal of this **MOU:**

3.2.1 Submission of Renewal Petition. Charter School shall submit its Renewal Petition and a copy of the most recent LCAP plan in accordance with District's policies and procedures that are in effect at the time of the submission. The Renewal Petition shall comply with EC 47605 and 47607 or 47607.2, and all other applicable laws.

3.2.2 Review and Approval of Renewal Petition. District, in accordance with EC 47605 and other applicable laws, will review the Renewal Petition and other documents that it deems proper, which may include but are not limited to, academic and financial performance, audit reports, and annual visitation reports. District may conduct a site visit(s) before considering whether to approve the Renewal Petition. For avoidance of doubt, approval or denial of the Renewal Petition shall be limited to the reasons set forth in Education Code Sections 47607, 47607.2, and 47605. Charter School shall revise the Renewal Petition in accordance with EC 47607 and applicable laws.

3.2.3 Renewal of MOU. In the event District approves the Renewal Petition, the Parties shall, in the form of an amendment or revision to this MOU, renew this MOU for the term approved by District in accordance with EC 47607 or 47607.2 and other applicable laws, and set forth any mutually agreed upon amendments to run concurrently with the term of the new charter.

3.2.4 Effect of Expiration of MOU Term. If this MOU is terminated due to the expiration of the MOU Term while the Renewal Petition is

being reviewed and/or considered by District or while the Parties are negotiating amendments to this MOU, the MOU Term shall be extended without any action by the Parties until and including the date immediately preceding the date on which the amended or new MOU becomes effective, unless the Charter is non-renewed, revoked, or otherwise surrendered as provided for in this MOU and/or applicable laws in which case this MOU shall terminate effective on the date that the Charter is non-renewed, revoked, or surrendered.

IV. REVOCATION OF CHARTER.

4.1 District shall have the right to revoke the Charter pursuant to applicable laws and this Section. Upon revocation of the Charter, this MOU shall terminate without any notice or other action by the Parties.

4.2 Grounds for Revocation. District shall have the right to revoke the Charter upon District's finding, through a showing of substantial evidence, that Charter School committed any of the following (individually **"Revocation Violation"** and collectively **"Revocation Violations"):**

A. Committed a material violation of any of the conditions, standards, or procedures of the Charter.

B. Failed to meet or pursue the pupil outcomes identified in the Charter.

C. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.

D. Violated any provision of law.

4.3 General Revocation Procedure. The Parties shall comply with Education Code§ 47607 and any applicable implementing regulations and other applicable laws in any Revocation Violation.

4.4 Revocation When There is a Severe and Imminent Threat to the Health or Safety of Pupils. The District shall comply with EC 47607 and the California Code of Regulations, Title 5, Section 11968.5.3 and any other applicable laws if the District has determined that a Revocation Violation constitutes a severe and imminent threat to the health or safety of pupils.

V. DESIGNATION AND OPERATION OF SCHOOL

The Charter School shall be known as Rising Sun Montessori. The Charter School shall be operated as a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this MOU, its Charter and

any applicable state or federal statute or regulation. District is not liable for debts and obligations of or for claims or liabilities arising from any acts, errors, or omissions of Charter School or Charter School's directors, officers, employees, or agents provided that the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Sections 47604(d), 47604.32 and 47605(m).

VI. FACILITIES

6.1 Charter School Responsibility. Charter School is responsible, at its own cost, to provide, maintain, and operate all facilities necessary and proper to provide educational services and to operate in compliance with the Charter, this MOU, and applicable laws. The conditions of all facilities shall be sufficient to house pupil enrollment and conducive to provide educational programs set forth in the Charter, including having sufficient and appropriate playground space as described in the approved Charter.

6.2 Relocation, Addition, and Elimination. Before relocating, adding, or eliminating any School Site set forth in the Charter, Charter School shall comply with the following conditions:

6.2.1 Provide written notice to District at least 90 days in advance of the date on which Charter School intends to relocate, add, or eliminate a Schoolsite.

6.2.2 In the case of a relocation of the Schoolsite:

(1) Allow District to inspect the new facility(ies) before Charter School signs a contract for or occupies the new facility(ies).

(2) An amendment to this MOU signed by each Party's Authorized Representative stating the full address of each new facility and the old Schoolsite.

(3) Submit to District a certificate of occupancy for each new facility at least 30 days before Charter School's first day of occupancy of the new facility.

(4) Submit evidence to District that the new facility complies with applicable laws and zoning.

VII. GOVERNANCE AND MEETINGS

7.1 Governance and Management Responsibilities. Charter School shall be responsible for its governance and management, including but not limited to, the following:

7.1.1 Operate and govern Charter School, and retain final governance over Charter School's mission, education program model, curricular goals, approval of the annual budget, and liability.

7.1.2 Responsible for Charter School's functions in accordance with the Charter, this MOU, all laws applicable to and those with which Charter School has agreed to comply under this MOU.

7.1.3 Responsible for Charter School's sound fiscal management.

7.1.4 Comply with and carry out the Charter and this MOU, and comply with all laws applicable to Charter School and those with which Charter School has agreed to comply under this MOU.

7.1.5 Responsible for hiring, evaluating, disciplining and other handling of Charter School's management employees, which shall include the Head of School.

7.2 Meetings.

7.2.1 Board Meetings. Charter School shall comply with the following and paragraph 7.2.3 below for all meetings of the Charter School Board:

(1) Calendar. The annual calendar of the Charter School Board's meetings, including a description of how parents and community members will be notified of the meetings, shall be posted on the Charter School's website and at Charter School's main office.

(2) Charter School Board Meetings. The Charter School Board shall conduct, at a minimum, public regular meetings and special board meetings as necessary to ensure sufficient direction to Charter School and compliance with the terms of the Charter.

(3) District Board Meetings. Charter school shall attend at least one District board meeting per month to update the Board on the status of the operations of the Charter School.

7.2.2 Operator Subcommittee Meetings. The Brown Act shall apply to all Charter School committees that meet the definition of legislative body under the Ralph M. Brown Act, Government Code section 54950 et seq. **("Brown Act").**

7.2.3 Notice and Conduct of Meetings. All meetings of the Charter School Board and subcommittees that qualify as a legislative body shall be noticed, posted, and conducted in accordance with

the Brown Act. All meeting agendas and minutes of the Charter School Board, at a minimum, shall be posted in Charter School's main office and on the Internet, and be made available to anyone who requests. Charter School shall provide District the agenda and board packet for a regular meeting of the Charter School Board at least 72 hours before the meeting and a copy of the meeting minutes in a timely manner after the meeting. Charter School shall provide District with the agenda and board packet for any emergency or special meeting as soon as possible before the meeting and a copy of the meeting minutes in a timely manner after the meeting. All agendas and minutes shall be sent to District's Authorized Representative by email or facsimile.

7.2.4 Brown Act Training. Each member of the Charter School Board, and the Head of School shall receive training regarding the Brown Act. Charter School shall provide written documentation of completion of such training within five business days of District's request.

7.3 Appointment of District Representative. District reserves the right to appoint a voting member to the Charter School Board in accordance with Education Code §47604(c).

VIII. POLICIES AND PROCEDURES

8.1 Adoption and Implementation. The Charter School Board shall adopt and implement policies and procedures to govern Charter School, which policies and procedures shall, at a minimum consist of all those referenced in the Charter petition or required by law. If the District has any concerns about content or existence of any policy, it shall notify the Charter School and provide a reasonable time to allow the Charter School to address the concern.

8.2 All policies and procedures governing Charter School shall comply with applicable State and federal laws and shall be available at Charter School's main office, may be posted on the Internet, and must be available to the District and the public upon request.

IX. RECORD KEEPING

Charter School shall maintain records regarding all aspects of its operation, including its educational programs, pupil enrollment and attendance, employee records, finance, assets, debts, and liabilities, as required under this MOU, the Charter, and applicable laws. If the Charter is revoked, not renewed or surrendered, this MOU is terminated, or Charter School otherwise ceases to operate, Charter School shall manage all financial records in

accordance with its approved Charter, California Code of Regulations, Title 5, Section 11962 and other applicable laws.

X. FUNDING

10.1 Fiscal Relationship.

District shall not and does not act as Charter School's fiscal agent. Unless mutually agreed and set forth in a separate contract, Charter School shall be responsible for all fiscal and business services, including but not limited to, payroll, purchase orders, attendance reporting, LCAP, CBEDS, CALPADS, and State budget forms.

10.2 Funding

10.2.1 The Charter School has elected to receive funding from the state directly pursuant to Education Code Section 47651.

10.2.1 As established by Education Code Section 47630 *et* seq., the Charter School shall receive funding under the charter school funding model as follows:

a. General-purpose entitlement computed by the local control funding formula pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
b. General-purpose funding that consists of state aid, local property taxes, and other revenues applied toward a school district's local control funding formula, pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
c. The Charter School is entitled to lottery funds pursuant to Education Code Section 47638.
d. The Charter School is also entitled to a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.
e. Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
f. The Charter School may be eligible for federal funding including, but not limited to Title I, 11, 111, IV and VII, based on the qualification of the Charter School's students for such funding. It is the Charter School's obligation to apply for this funding on its own.

g. The Charter School shall further comply with all State and federal laws applicable to nonprofit public benefit corporation as relate to the expenditure of State and federal funding.

10.2.2 In addition to the funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.

a. Grants written and obtained by the Charter School will come directly to the Charter School and will not be deposited through the District accounts.

b. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.

10.2.3 The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.

10.2.4 Loans. The Charter School agrees that all loans received by the Charter School shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment.

10.2.5 Reserves. Charter School shall maintain the minimum legally required reserve level for a charter public school of similar size and a sufficient reserve to cover daily operational costs and any unforeseen contingencies.

10.3 Assets.

10.3.1 Acquisition and Management of Property. Any assets that Charter School acquires are Charter School's property. If the Charter is revoked, non-renewed or surrendered, or Charter School otherwise ceases to operate, Charter School shall manage all assets in accordance with its Articles of Incorporation.

10.3.2 Records. Charter School shall maintain records of all of Charter School's assets including any acquired with any private funds that remain the property of Charter School.

10.3.3 Inventory. Charter School shall maintain a complete and current inventory of all of Charter School's non-consumable goods, equipment, and property that is over $5,000 and shall update that inventory annually or as requested by District. The

inventory shall include, at a minimum, the original purchase price and date, a brief description of the property, and serial numbers.

10.3.4 Safeguarding. Charter School shall reasonably safeguard all assets individually over $500 purchased with any public funds and shall produce written evidence of such assets to District upon District's request.

10.4 Contracts

10.4.1 Charter School shall have no authority to extend the faith and credit of District to any third party. Charter School may contract in its own name but all contracts shall be at Charter School's sole responsibility and liability. Charter School shall clearly indicate to vendors and other entities and individuals that the obligations of Charter School under contracts are solely those of Charter School and are not those of District.

10.4.2 District shall have no responsibility and obligations under, and no liability, for any contracts between Charter School and any third party.

10.4.3 Business Services Agreement with Third Party. At least 30 days before Charter School enters into any Business Services Agreement with any third party that differs from the Business Service Provider identified on Page 139 of the approved Charter **("Business Services Provider"),** Charter School shall provide District with written notice stating the name of the third party and attaching a copy of the proposed Business Services Agreement. Within 10 days of receipt of Charter School's notice District shall notify Charter School of any objections to the proposed Business Services Agreement. If the Parties are not able to agree upon a mutual resolution, Charter School shall enter into the Business Services Agreement at Charter School's own risk and District may proceed, in accordance with the terms and conditions of this MOU and applicable laws, to terminate this MOU and/or revoke the Charter. **"Business Se1vices Agreement"** shall mean any contract between Charter School and a third party for comprehensive school management or fiscal management.

Charter School shall provide District with a copy of any fully executed Business Services Agreement no later than 15 days after full execution by Charter School and the Business Services Provider.

XI. LEGAL RELATIONSHIP

11.1 No Agency. The Parties recognize that the Charter School is a separate legal entity. The Parties further acknowledge and agree that Charter School is not acting as the agent of, or under the direction and control of District. Charter School and its officers, employees, and agents are not, and shall not represent or hold out it/his/herself to be, an agent or employee of District. This MOU shall not be construed to and does not create an agency relationship, partnership, or joint venture between Charter School and District.

11.2 No Assumption of Liability. District does not assume and shall have no liability for any damage, loss, injury, or any other liabilities resulting from, arising out of, related to, or connected with any acts, errors, or omissions of Charter School and/or Charter School's officers, employees, and agents. District is also not liable for debts and obligations of or for claims arising from any acts, errors, or omissions of Charter School and/or Charter School's officers, employees, or agents. This paragraph, to the extent applicable, is subject to the provisions of Education Code Section 47604(d).

11.3 Indemnification. With the exception of claims related to special education which are fully described in Section XIV below, each Party agrees to indemnify, defend and hold harmless the other, its board members, officers, employees and agents from and against any and all suits, actions, allegations, claims, costs, damages, fees, governmental fines and penalties, and judgments by third parties, including court costs and reasonable attorney's fees, resulting from the offending party's breach of this Agreement or violation of any law, rule or regulation.

XII. FISCAL REPORTING

12.1 Financial Reports. All financial reports shall be presented in the format prescribed by the COE or, if there is no legally prescribed format, in recognized nonprofit format.

12.2 Budget. Charter School's budget shall include, without limitation, the following itemized information:

12.2.1 All expenses and anticipated expenses associated with Charter School's operation and management.

12.2.2 All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts,

if any, paid to any Business Services Provider or under a Business Services Agreement. Such reporting shall state the sources of revenue on which fees are based.

12.2.3 All repayments for any loans made to Charter School, including any loans made to Charter School by the Business Services Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.

12.2.4 All investments in Charter School, including any investments by the Business Services Provider, including the expected returns on equity for such investments.

12.3 Budget Adoption Process. The Charter School shall follow all of the rules and regulations for the budget adoption process as set forth in its approved Charter and adopted policies.

12.4 Financial Statements. Financial statements filed by Charter School shall reflect its entire financial operations, including an itemized accounting of all amounts paid to Business Services Provider or paid for services under the Business Services Agreement, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in Charter School's annual budget or the Business Services Agreement.

12.5 Reporting of Loans and Investments. All loans to or investments, if any, in Charter School by the Business Services Provider must be evidenced by appropriate documentation, either in the Business Services Agreement or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on Charter School's books and clearly state Business Services Provider's expected return on equity.

12.6 Financial Reporting and Pupil Enrollment and Attendance Reporting -Required Reports and Reporting Schedule. Charter School shall prepare and timely submit to **District the following** financial and pupil enrollment and attendance reports, which shall include but are not limited to the reports described below, for each Fiscal Year:

REPORT	DATE DUE	SCOPE
1. Preliminary budget and LCAP	July 1	Covering current Fiscal Year, MYP and 3 year cash flow
2. Current pupil enrollment report	July 15	List of pupils enrolled at the time of the report
3. Final pupil enrollment report	Within 20 days after the first day of school	List of enrolled pupils including the district of residence

4. Unaudited actuals	September 15	Covering the current Fiscal Year
5. First interim financial report	December 15	Covering operations and changes through October 31, including MYP and cash flow
6. P-1 attendance report	January 5	Covering attendance for all full school months between July 1 and December 31
7. Interim pupil enrollment report(s)	On date(s) TBD	
8. Pupil enrollment projection	March 1	Projections for the following school year
9. Second interim financial report	March 15	Covering operations and changes through January 31, including MYP and cash flow
10. Third interim report (if required following discussions with Charter School and a minimum of 30 days notice to Charter School)	On a date TBD	Covering operations from July 1 through April 30
11. P-2 attendance report	April 20	Covering attendance for all full school months
		between July 1 and April 15
12. Annual State attendance report	July 5	Covering attendance for the previous school year
13. Final unaudited report	September 15	Covering the previous Fiscal Year
14. Annual Audit Report	December 15	Covering the previous Fiscal Year

12.7 Pupil Enrollment Reporting. Charter School shall, at a minimum, state the full name, current grade level, address, school district of residence, date(s) when pupil first enrolled and any subsequent enrollment at Charter School, and date(s) when the pupil disenrolled from Charter School (e.g., returning to school district of residence, dropped out, or expelled).

12.8 Financial Reporting Noncompliance, and Concerns. District may, within a reasonable time and in no event later than 30 days after receiving a financial report, provide written notice to Charter School of any problems, questions, and/or issues related to such report (financial reporting concerns) **("Statement of Concerns").** If District identifies financial reporting concerns and issues a statement of concerns, the Parties shall meet and confer within a reasonable time and no later than 30 days after Charter School receives the Statement of Concern. If District and Charter School are unable to satisfactorily resolve District's concerns within 10 days of the meet and confer, District may immediately issue a **"Notice of Deficiency."**

12.9 Annual Audit. Pursuant to EC 47605(m), Charter School shall have an annual audit **("Annual Audit")** performed and shall submit an annual audit report **("Annual Audit Report")** for each Fiscal Year to District, the Controller, County Superintendent, and CDE by no later than December 15 immediately

following the end of the Fiscal Year.

12.10 Auditor Qualifications. A certified public accountant or a public accountant licensed by the California Board of Accountancy and listed on the State approved auditors list shall conduct the Annual Audit and prepare the Annual Audit Report pursuant to the Charter and in accordance with GAAP. Charter School shall be responsible for all cost relating to the Annual Audit Report. The Annual Audit Report shall fulfill the requirements under EC 47600 et seq., including but not limited to an audit of: (1) the accuracy of Charter School's financial statements, (2) Charter School's attendance accounting and revenue claims practices, (3) Charter School's internal control practices, and (4) Charter School's pupil attendance records.

12.11 Scope of Annual Audit Report. The Annual Audit Report shall contain a written independent analysis of Charter School's financial and compliance related status and shall contain, at a minimum, the procedures described in the State Controller's K-12 audit guide.

12.12 Annual Audit Exceptions and Recommendations; Noncompliance.

12.12.1 An exception or deficiency in the Annual Audit may result in District issuing a notice of concern **("Audit Concern Notice")** to Charter School. Charter School shall address audit exceptions and deficiencies to the satisfaction of District. If Charter School fails to address the audit exceptions and deficiencies to the satisfaction of District and within the time specified by the Audit Concern Notice, District may immediately issue a **"Notice of Deficiency."**

12.12.2 Charter School's failure to comply with this MOU and applicable laws, including failure to meet GMP or other material adverse audit findings, shall be considered noncompliance and may be considered fiscal mismanagement pursuant to EC 47607(f)(3).

12.13 Required Reports and Average Daily Attendance: The Charter School will prepare and timely submit all CALPADS/CBEDS data to the State independent of the District and shall be solely responsible for its daily and monthly attendance accounting. The Charter School will submit the attendance reports in accordance with State requirements, and provide a copy to the District's attendance officer in a timely manner and in a format that is consistent with District process and software.

XIII. DISTRICT OVERSIGHT/SERVICES

13.1 In accordance with Education Code Section 47613(a), the District will charge for the actual costs of supervisorial oversight not to exceed one

(1) percent of the revenue of the Charter School. "Revenue" is defined in accordance with Education Code Section 47613(f) as the general urpose entitlement as computed by the local control funding formula pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

13.2 Charter School and the District agree that "supervisorial oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:

- All activities related to the Charter revocation and renewal and processes as described in Education Code Sections 47607 and 47607.2.
- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
- Participating in the dispute resolution process described in the Charter.
- Review and timely response to the Charter School's Annual Independent Financial Audit.
- Identify at least one staff member as a contact person for the Charter School.
- Visit the Charter School at least annually.
- Monitor the fiscal condition of the Charter School.
- Provide timely notification to the California Department of Education if any of the following circumstances occur:

  A renewal of the charter is granted or denied;
  The charter is revoked; or
  The Charter School will cease operation for any reason.

13.3 The Charter School shall retain the authority to contract with third parties for any services required to operate the Charter School in the accordance with the law, this MOU, and the Charter.

13.4 Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the parties.

XIV. SPECIAL EDUCATION SERVICES/SECTION 504

14.1 The following provisions govern the application of special education to Charter School students:

14.1.1 It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

14.1.2 A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") (20 U.S.C. Sec. 1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641).

14.1.3 The Charter School has provided verifiable written assurances that the Charter School will participate as a local educational agency in a special education plan approved by the State Board of Education. Therefore, the Charter School shall be deemed a local educational agency for purposes of special education.

14.1.4 In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA.

14.2. Section 504 and the ADA

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with

Section 504 of the Rehabilitation Act and the Americans with Disabilities Act ("ADA") with respect to eligible students.

XV. INSURANCE AND RISK MANAGEMENT

15.1 The Charter School will maintain, at its own expense, its own insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies. Policy types and amounts will be commensurate with the requirements of Resolution 25-11. Additional insurance may also be obtained by the Charter School as necessary or required by law.

15.2 The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.

15.3 The Charter School shall provide the District with certificates of insurance upon request by the District.

15.3.1 No Limitation by Insurance and Survivability. Charter School's obligations and liabilities to District are not limited to or by any insurance that Charter School maintains but shall apply to the fullest extent permitted by law without regard to whether Charter School's insurance provides coverage for the obligations and liabilities. The indemnity, defense, and hold harmless obligations and liabilities set forth in this Section shall survive the termination of this MOU.

XVI. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

In the event that either party to this Agreement wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

XVI. FERPA: Family Educational Rights and Privacy Act

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A.1232(g), the Family Educational Rights and Privacy Act and California Education Code 49076(b)(6) ("FERPA") as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled to access to education records

under FERPA. The Charter School, its officers and employees shall comply with FERPA at all times.

XVII. BROWN ACT/PUBLIC RECORDS ACT

The Charter School shall conduct its Board of Directors meetings regarding the Charter School according to the Brown Act. In addition, the Charter School understands and agrees to comply with the Public Records Act (Government Code Section 7920.000 et seq.) as well as Education Code Section 47604.3.

XVIII. PUPIL TRANSPORTATION

The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School with the exception of transportation required through an IEP which shall be provided under Section XIV of this Agreement.

XIX. LEGAL SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service except as described under Section XIV of this Agreement.

XX. SEVERABILITY

The terms of this Agreement are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the District and the Charter School. The District and Charter School agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

XXI. DISPUTE RESOLUTION

All disputes regarding this Agreement shall be resolved in accordance with the procedures for dispute resolution as stated in the Charter.

XXII. NOTIFICATION

All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To the District at:

Jackie McHaney, Assistant Superintendent

Buckeye Union School District
P.O. Box 4768
1665 Blackstone Parkway
El Dorado Hills, CA 95762

To the Charter School at:

Karl Zierhut, Head of School
Rising Sun Montessori
4940 Robert J Mathews Parkway
El Dorado Hills, CA 95762

XXIII. ASSIGNMENT, TRANSFER, AND WAIVER.

Charter School shall not assign or transfer any of Charter School's rights or obligations under this MOU, including by operation of law or change of control or merger, without District's prior written approval, which approval may be given or withheld at District's sole reasonable discretion. Any failure by a Party to comply with any covenant, term, or condition of this MOU may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this MOU shall not constitute a waiver of, or estoppel with respect to the covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this MOU shall not be deemed or constitute a waiver by that Party of any other provision of this MOU, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agree to in writing.

XXIV. ADVERTISING.

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements

or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

*** Signatures on the
following page ***

Dated:_____ _____

Rising Sun
Montessori

Dated:_____ _____

Buckeye Union
School District

Approved and ratified this _____ day of June 2026 by the Board of Directors of Rising Sun Montessori by the following vote:

AYES:
NOES:
ABSTAINS:

Certification by the Head of School

_____

Approved and ratified this 10th day of June 2026 by the Governing Board of the Buckeye Union School District by the following vote:

AYES:
NOES:
ABSTAINS:

Certification by the Superintendent.

_____

REDLINE

MEMORANDUM OF UNDERSTANDING BETWEEN BUCKEYE UNION SCHOOL DISTRICT AND RISING SUN MONTESSORI

This Agreement ("Agreement") is executed between the Buckeye Union School District ("District") and ~~the~~ Rising Sun Montessori ~~School~~ ("Charter School"), a California public charter school operating as a nonprofit public benefit corporation. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

WHEREAS, the Buckeye Union School District is a public school district existing under the laws of the State of California.

WHEREAS, the Charter School has developed and submitted a petition to ~~establish~~ renew a charter school to the District, which was approved by the Governing Board on January 15, 2025 ~~February 5, 2014~~ for a ~~three~~ five year term commencing July 1, 20~~14~~25 through June 30, 20~~17~~30. By approving the petition, the District is the authorizing agency of the Charter School, responsible for oversight and supervision.

WHEREAS, the Charter School shall be operated as a California non-profit public benefit corporation pursuant to Education Code §47604. The Charter School and its Board of Directors are responsible for the Charter School's compliance with the terms of the Charter Petition, this MOU, and any applicable state or federal statutes or regulations.

WHEREAS, this Agreement is intended to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationship, as well as the operation of the Charter School.

WHEREAS, if the terms of this Agreement conflict with the terms of the Charter, the Charter will control while the District and the Charter School negotiate any necessary amendments to this Agreement to achieve consistency. If the parties do not reach agreement regarding the consistency, the parties agree to follow the procedures for dispute resolution as stated in the Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

AGREEMENTS

I. TERM AND RENEWAL

1.1 Term. This MOU shall be for a term of ~~three~~ five (~~3~~5) years

commencing on July 1, 20~~14~~25 and ending on the termination date of the Charter School's charter, namely June 30, 20~~17~~30. This MOU is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this MOU.

1.2 The Charter, this MOU and any applicable state or federal statute or regulation shall govern the relationship between the District and the Charter School regarding the operation and oversight of the Charter School.

1.3 Modification. Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.

1.3.1 The duly authorized representative of the Charter School is the Charter School Governing Board or the Charter School Head of School or designee.

1.3.2 The duly authorized representative of the District is the Governing Board or the Superintendent or designee.

1.4 Annual Review. The Parties agree to review this MOU annually. By February 1 of the then-current year, both Parties ~~will~~ may present proposed revisions to the MOU. If there is no agreement to the proposed revision(s) by March 30th of the current year, then the existing MOU will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the Charter.

1.5 The Charter School shall ensure that its name, Rising Sun Montessori ~~School~~, is correctly spelled in all notifications to the State and in its corporate documents.

1.6 The Charter for the Rising Sun Montessori ~~School~~ is a first through eighth grade school population only.

1.7 This entire MOU is subject to approval by the respective governing boards of the District and the Charter School. Nothing in this section shall prevent either party from suggesting, proposing or agreeing to a revision to the MOU at any time during the term of this MOU.

1.8 The District reserves the right of approving material revisions and/or revoking the Charter School charter as specified in Education Code§ 47607.

II. TERMINATION OF MOU

2.1 Event of Default. During the MOU Term, this MOU may be terminated by District upon the occurrence of any of the following events (individually **"Default Event"** and collectively **"Default Events")** and upon providing written notice of the termination to Charter School:

2.1.1 Any material breach of this MOU that remains unresolved after exhaustion of the dispute resolution process set forth in the approved Charter.

2.1.2 Revocation or non-renewal of the Charter by District or any other governmental agency with jurisdiction to so revoke or non-renew after Charter School has exhausted all avenues of appeal or legal review with such agencies or the court, or the time for Charter School to appeal or seek legal review with such agency or court, has expired, whichever is later.

2.1.3 Closure, or complete and permanent cessation of Charter School's program or operations for any reason.

2.1.4 Repeal or revocation of applicable statutes that authorize charter schools to operate within the State.

2.1.5 The filing by or against Charter School of a petition to have Charter School adjudged bankrupt or of a petition for reorganization or arrangement of Charter School under any law relating to bankruptcy (unless, in the case of a petition filed by Charter School, the petition is dismissed within 60 days of the date that it is filed); the appointment of a trustee or receiver to take possession of substantially all of the assets of Charter School, where possession is not restored to Charter School within 30 days of the taking of possession; or the attachment, execution, or other judicial seizure of substantially all of the assets of Charter School, where such seizure is not discharged within 30 days.

2.1.6 Charter School fails to maintain, in effect and during the MOU Term, the insurance required by District and Charter School does not cure such failure within 10 business days of the date of written notice from District.

2.1.7 Any transfer or assignment in violation of Section 23 shall be grounds for immediate termination of this MOU and revocation of the Charter pursuant to the procedures as set forth in Education Code §47607 and the California Code of Regulations, Title 5, Sections 11965 and ~~11965 and~~ 11968.5.2 ~~et seq~~.

2.2 Additional Grounds. Notwithstanding the provisions above, this MOU may also be terminated as follows:

2.2.1 Charter School voluntarily surrendering the Charter, which surrender shall be communicated to District in writing.

III. RENEWAL OF MOU AND CHARTER

3.1 Renewal Petition. Charter School may petition District to renew the Charter in accordance with EC 47607(~~a~~b) and (b) or Education Code Section 47607.2, California Code of Regulations, Title 5, Section 11966.4 and all applicable laws and this Section **("Renewal Petition").**

3.2 Timeline and Procedure. Unless the Parties mutually agree in writing otherwise, the following timeline and procedure shall apply to Charter School's Renewal Petition and renewal of this **MOU:**

3.2.1 Submission of Renewal Petition. Charter School shall submit its Renewal Petition and a copy of the most recent LCAP plan in accordance with District's policies and procedures that are in effect at the time of the submission. The Renewal Petition shall comply with EC 47605 and 47607 or 47607.2, and all other applicable laws.

3.2.2 Review and Approval of Renewal Petition. District, in accordance with EC 47605 and other applicable laws, will review the Renewal Petition and other documents that it deems proper, which may include but are not limited to, academic and financial performance, audit reports, and annual visitation reports. District may conduct a site visit(s) before considering whether to approve the Renewal Petition. For avoidance of doubt, approval or denial of the Renewal Petition shall be limited to the reasons set forth in Education Code Sections 47607, 47607.2, and 47605. Charter School shall revise the Renewal Petition in accordance with EC 47607 and applicable laws.

3.2.3 Renewal of MOU. In the event District approves the Renewal Petition, the Parties shall, in the form of an amendment or revision to this MOU, renew this MOU for the term approved by District in accordance with EC 47607~~5~~ or 47607.2 and other applicable laws, and set forth any mutually agreed upon amendments to run concurrently with the term of the new charter.

3.2.4 Effect of Expiration of MOU Term. If this MOU is terminated due

to the expiration of the MOU Term while the Renewal Petition is being reviewed and/or considered by District or while the Parties are negotiating amendments to this MOU, the MOU Term shall be extended without any action by the Parties until and including the date immediately preceding the date on which the amended or new MOU becomes effective, unless the Charter is non-renewed, revoked, or otherwise surrendered as provided for in this MOU and/or applicable laws in which case this MOU shall terminate effective on the date that the Charter is non-renewed, revoked, or surrendered.

IV. REVOCATION OF CHARTER.

4.1 District shall have the right to revoke the Charter pursuant to applicable laws and this Section. Upon revocation of the Charter, this MOU shall terminate without any notice or other action by the Parties.

4.2 Grounds for Revocation. District shall have the right to revoke the Charter upon District's finding, through a showing of substantial evidence, that Charter School committed any of the following (individually **"Revocation Violation"** and collectively **"Revocation Violations"):**

A. Committed a material violation of any of the conditions, standards, or procedures of the Charter.

B. Failed to meet or pursue the pupil outcomes identified in the Charter.

C. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.

D. Violated any provision of law.

4.3 General Revocation Procedure. The Parties shall comply with Education Code§ 47607 and any applicable implementing regulations and other applicable laws in any Revocation Violation.

4.4 Revocation When There is a Severe and Imminent Threat to the Health or Safety of Pupils. The District shall comply with EC 47607 and the California Code of Regulations, Title 5, Section 11968.5.3 and any other applicable laws if the District has determined that a Revocation Violation constitutes a severe and imminent threat to the health or safety of pupils.

V. DESIGNATION AND OPERATION OF SCHOOL

The Charter School shall be known as Rising Sun Montessori. The Charter School shall be operated as a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School in

accordance with the terms and conditions set forth in this MOU, its Charter and any applicable state or federal statute or regulation. District is not liable for debts and obligations of or for claims or liabilities arising from any acts, errors, or omissions of Charter School or Charter School's directors, officers, employees, or agents provided that the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Sections 47604(de), 47604.32 and 47605(m).

VI. FACILITIES

6.1 Charter School Responsibility. Charter School is responsible, at its own cost, to provide, maintain, and operate all facilities necessary and proper to provide educational services and to operate in compliance with the Charter, this MOU, and applicable laws. The conditions of all facilities shall be sufficient to house pupil enrollment and conducive to provide educational programs set forth in the Charter, including having sufficient and appropriate playground space as described in the approved Charter.

6.2 Relocation, Addition, and Elimination. Before relocating, adding, or eliminating any School Site set forth in the Charter, Charter School shall comply with the following conditions:

6.2.1 Provide written notice to District at least 90 days in advance of the date on which Charter School intends to relocate, add, or eliminate a Schoolsite.

6.2.2 In the case of a relocation of the Schoolsite:

(1) Allow District to inspect the new facility(ies) before Charter School signs a contract for or occupies the new facility(ies).

(2) An amendment to this MOU signed by each Party's Authorized Representative stating the full address of each new facility and the old Schoolsite.

(3) Submit to District a certificate of occupancy for each new facility at least 30 days before Charter School's first day of occupancy of the new facility.

(4) Submit evidence to District that the new facility complies with applicable laws and zoning.

6.3 ~~Lease. In addition to the foregoing, by July 1, 2014 the Charter must show a fully executed lease or rental agreement for a facility, with a minimum three year term, and submit an adjusted budget that reflects the actual cost, if such costs are in excess of the current stated amounts in the budget.¶~~

VII. GOVERNANCE AND MEETINGS

7.1 Governance and Management Responsibilities. Charter School shall be responsible for its governance and management, including but not limited to, the following:

7.1.1 Operate and govern Charter School, and retain final governance over Charter School's mission, education program model, curricular goals, approval of the annual budget, and liability.

7.1.2 Responsible for Charter School's functions in accordance with the Charter, this MOU, all laws applicable to and those with which Charter School has agreed to comply under this MOU.

7.1.3 Responsible for Charter School's sound fiscal management.

7.1.4 Comply with and carry out the Charter and this MOU, and comply with all laws applicable to Charter School and those with which Charter School has agreed to comply under this MOU.

7.1.5 Responsible for hiring, evaluating, disciplining and other handling of Charter School's management employees, which shall include the ~~executive director and the~~ Head of School.

7.2 Meetings.

7.2.1 Board Meetings. Charter School shall comply with the following and paragraph 7.2.3 below for all meetings of the Charter School Board:

(1) Calendar. The annual calendar of the Charter School Board's meetings, including a description of how parents and community members will be notified of the meetings, shall be posted on the Charter School's website and at Charter School's main office.

(2) Charter School Board Meetings. The Charter School Board shall conduct, at a minimum, public regular meetings and special board meetings as necessary to ~~e~~insure sufficient direction to Charter School and compliance with the terms of the Charter.

(3) District Board Meetings. Charter school shall attend at least one District board meeting per month to update the Board on the status of the operations of the Charter School.

7.2.2 Operator Subcommittee Meetings. The Brown Act shall apply to all Charter School committees that meet the definition of

legislative body under the Ralph M. Brown Act, Government Code section 54950 et seq. **("Brown Act").**

7.2.3 Notice and Conduct of Meetings. All meetings of the Charter School Board and subcommittees that qualify as a legislative body shall be noticed, posted, and conducted in accordance with the Brown Act. All meeting agendas and minutes of the Charter School Board, at a minimum, shall be posted in Charter School's main office and on the Internet, and be made available to anyone who requests. Charter School shall provide District the agenda and board packet for a regular meeting of the Charter School Board at least 72 hours before the meeting and a copy of the meeting minutes in a timely manner after the meeting. Charter School shall provide District with the agenda and board packet for any emergency or special meeting as soon as possible before the meeting and a copy of the meeting minutes in a timely manner after the meeting. All agendas and minutes shall be sent to District's Authorized Representative by email or facsimile.

7.2.4 Brown Act Training. Each member of the Charter School Board, ~~the executive director of Charter School,~~ and the Head of School shall receive training regarding the Brown Act. Charter School shall provide written documentation of completion of such training within five business days of District's request.

7.3 Appointment of District Representative. District reserves the right to appoint a voting member to the Charter School Board in accordance with Education Code §47604(c~~b~~).

VIII. POLICIES AND PROCEDURES

8.1 Adoption and Implementation. The Charter School Board shall adopt and implement policies and procedures to govern Charter School, which policies and procedures shall, at a minimum consist of all those referenced in the Charter petition or required by law. If the District has any concerns about content or existence of any policy, it shall notify the Charter School and provide a reasonable time to allow the Charter School to address the concern.

8.2 All policies and procedures governing Charter School shall comply with applicable State and federal laws and shall be available at Charter School's main office, may be posted on the Internet, and must be available to the District and the public upon request.

IX. RECORD KEEPING

Charter School shall maintain records regarding all aspects of its operation, including its educational programs, pupil enrollment and attendance, employee records, finance, assets, debts, and liabilities, as required under this MOU, the Charter, and applicable laws. If the Charter is revoked, not renewed or surrendered, this MOU is terminated, or Charter School otherwise ceases to operate, Charter School shall manage all financial records in accordance with its approved Charter, California Code of Regulations, Title 5, Section 11962 and other applicable laws.

X. FUNDING

10.1 Fiscal Relationship.

District shall not and does not act as Charter School's fiscal agent. Unless mutually agreed and set forth in a separate contract, Charter School shall be responsible for all fiscal and business services, including but not limited to, payroll, purchase orders, attendance reporting, LCAP, CBEDS, CALPADS, and State budget forms.

10.2 Funding

10.2.1 The Charter School has elected to receive funding from the state directly pursuant to Education Code Section 47651.

10.2.1 As established by Education Code Section 47630 *et* seq., the Charter School shall receive funding under the charter school funding model as follows:

a. General-purpose entitlement computed by the local control funding formula pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
b. General-purpose funding that consists of state aid, local property taxes, and other revenues applied toward a school district's local control funding formula, pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
c. The Charter School is entitled to lottery funds pursuant to Education Code Section 47638.
d. The Charter School is also entitled to a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.
e. Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
f. The Charter School may be eligible for federal funding

including, but not limited to Title I, 11, 111, IV and VII, based on the qualification of the Charter School's students for such funding. It is the Charter School's obligation to apply for this funding on its own.

g. The Charter School shall further comply with all State and federal laws applicable to nonprofit public benefit corporation as relate to the expenditure of State and federal funding.

10.2.2 In addition to the funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.

a. Grants written and obtained by the Charter School will come directly to the Charter School and will not be deposited through the District accounts.

b. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.

10.2.3 The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.

10.2.4 Loans. ~~Pursuant to Education Code Section 47604(c), t~~The Charter School agrees that all loans received by the Charter School shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment.

10.2.5 Reserves. Charter School shall maintain the minimum ~~state~~ legally required reserve level for a charter public school of similar size and a sufficient reserve to cover daily operational costs and any unforeseen contingencies ~~as set forth in California Code of Regulations, Title 5, §11967.5.1(c)(3)(B)(4.)~~.

10.3 Assets.

10.3.1 Acquisition and Management of Property. Any assets that Charter School acquires are Charter School's property. If the Charter is revoked, non-renewed or surrendered, or Charter School otherwise ceases to operate, Charter School shall manage all assets in accordance with its ~~approved Charter, California Code of Regulations, Title 5, §11962 and other applicable laws~~Articles of Incorporation.

10.3.2 Records. Charter School shall maintain records of all of Charter

School's assets including any acquired with any private funds that remain the property of Charter School.

10.3.3 Inventory. Charter School shall maintain a complete and current inventory of all of Charter School's non-consumable goods, equipment, and property that is over $5,000 and shall update that inventory annually or as requested by District. The inventory shall include, at a minimum, the original purchase price and date, a brief description of the property, and serial numbers.

10.3.4 Safeguarding. Charter School shall reasonably safeguard all assets individually over $500 purchased with any public funds and shall produce written evidence of such assets to District upon District's request.

10.4 Contracts

10.4.1 Charter School shall have no authority to extend the faith and credit of District to any third party. Charter School may contract in its own name but all contracts shall be at Charter School's sole responsibility and liability. Charter School shall clearly indicate to vendors and other entities and individuals that the obligations of Charter School under contracts are solely those of Charter School and are not those of District.

10.4.2 District shall have no responsibility and obligations under, and no liability, for any contracts between Charter School and any third party.

10.4.3 Business Services Agreement with Third Party. At least 30 days before Charter School enters into any Business Services Agreement with any third party that differs from the Business Service Provider identified on Page 139 of the approved Charter **("Business Services Provider"),** Charter School shall provide District with written notice stating the name of the third party and attaching a copy of the proposed Business Services Agreement. Within 10 days of receipt of Charter School's notice District shall notify Charter School of any objections to the proposed Business Services Agreement. If the Parties are not able to agree upon a mutual resolution, Charter School shall enter into the Business Services Agreement at Charter School's own risk and District may proceed, in accordance with the terms and conditions of this MOU and applicable laws, to terminate this MOU and/or revoke the Charter. **"Business Se1vices Agreement"** shall mean any contract between Charter School

and a third party for comprehensive school management or fiscal management.

Charter School shall provide District with a copy of any fully executed Business Services Agreement no later than 15 days after full execution by Charter School and the Business Services Provider.

XI. LEGAL RELATIONSHIP

11.1 No Agency. The Parties recognize that the Charter School is a separate legal entity. The Parties further acknowledge and agree that Charter School is not acting as the agent of, or under the direction and control of District. Charter School and its officers, employees, and agents are not, and shall not represent or hold out it/his/herself to be, an agent or employee of District. This MOU shall not be construed to and does not create an agency relationship, partnership, or joint venture between Charter School and District.

11.2 No Assumption of Liability. District does not assume and shall have no liability for any damage, loss, injury, or any other liabilities resulting from, arising out of, related to, or connected with any acts, errors, or omissions of Charter School and/or Charter School's officers, employees, and agents. District is also not liable for debts and obligations of or for claims arising from any acts, errors, or omissions of Charter School and/or Charter School's officers, employees, or agents. This paragraph, to the extent applicable, is subject to the provisions of Education Code Section 47604(~~c~~ed).

11.3 Indemnification. With the exception of claims related to special education which are fully described in Section XIV below, each Party agrees to indemnify, defend and hold harmless the other, its board members, officers, employees and agents from and against any and all suits, actions, allegations, claims, costs, damages, fees, governmental fines and penalties, and judgments by third parties, including court costs and reasonable attorney's fees, resulting from the offending party's breach of this Agreement or violation of any law, rule or regulation.

XII. FISCAL REPORTING

12.1 Financial Reports. All financial reports shall be presented in the format prescribed by the COE or, if there is no legally prescribed format, in ~~GMP/FASB approved~~recognized nonprofit format.

12.2 Budget. Charter School's budget shall include, without limitation, the

following itemized information:

12.2.1 All expenses and anticipated expenses associated with Charter School's operation and management.

12.2.2 All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts, if any, paid to any Business Services Provider or under a Business Services Agreement. Such reporting shall state the sources of revenue on which fees are based.

12.2.3 All repayments for any loans made to Charter School, including any loans made to Charter School by the Business Services Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.

12.2.4 All investments in Charter School, including any investments by the Business Services Provider, including the expected returns on equity for such investments.

12.3 Budget Adoption Process. The Charter School shall follow all of the rules and regulations for the budget adoption process as set forth in its approved Charter and adopted policies.

12.4 Financial Statements. Financial statements filed by Charter School shall reflect its entire financial operations, including an itemized accounting of all amounts paid to Business Services Provider or paid for services under the Business Services Agreement, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in Charter School's annual budget or the Business Services Agreement.

12.5 Reporting of Loans and Investments. All loans to or investments, if any, in Charter School by the Business Services Provider must be evidenced by appropriate documentation, either in the Business Services Agreement or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on Charter School's books and clearly state Business Services Provider's expected return on equity.

12.6 Financial Reporting and Pupil Enrollment and Attendance Reporting -Required Reports and Reporting Schedule. Charter School shall prepare and timely submit to **District the following** financial and pupil enrollment and attendance reports, which shall include but are not limited to the reports described below, for each Fiscal Year:

REPORT	DATE DUE	SCOPE
1. Preliminary budget and LCAP	July 1	Covering current Fiscal Year, MYP and 3 year cash flow
2. Current pupil enrollment report	July 15	List of pupils enrolled at the time of the report
3. Final pupil enrollment report	Within 20 days after the first day of school	List of enrolled pupils including the district of residence
4. Unaudited actuals	September 15	Covering the current Fiscal Year
5. First interim financial report	December 15	Covering operations and changes through October 31, including MYP and cash flow
6. P-1 attendance report	January 5	Covering attendance for all full school months between July 1 and December 31
7. Interim pupil enrollment report(s)	On date(s) TBD	
8. Pupil enrollment projection	March 1	Projections for the following school year
9. Second interim financial report	March 15	Covering operations and changes through January 31, including MYP and cash flow
10. Third interim report (if required following discussions with Charter School and a minimum of 30 days notice to Charter School)	On a date TBD	Covering operations from July 1 through April 30
11. P-2 attendance report	April 20	Covering attendance for all full school months
		between July 1 and April 15
12. Annual State attendance report	July 5	Covering attendance for the previous school year
13. Final unaudited report	September 15	Covering the previous Fiscal Year
14. Annual Audit Report	December 15	Covering the previous Fiscal Year

12.7 Pupil Enrollment Reporting. Charter School shall, at a minimum, state the full name, current grade level, address, school district of residence, date(s) when pupil first enrolled and any subsequent enrollment at Charter School, and date(s) when the pupil disenrolled from Charter School (e.g., returning to school district of residence, dropped out, or expelled).

12.8 Financial Reporting Noncompliance, and Concerns. District may, within a reasonable time and in no event later than 30 days after receiving a financial report, provide written notice to Charter School of any problems, questions, and/or issues related to such report (financial reporting concerns) **("Statement of Concerns").** If District identifies financial reporting concerns and issues a statement of concerns, the Parties shall meet and confer within a reasonable time and no later than 30 days after Charter School receives the Statement of Concern. If District and Charter School are unable to satisfactorily resolve

District's concerns within 10 days of the meet and confer, District may immediately issue a **"Notice of Deficiency."**

12.9 Annual Audit. Pursuant to EC 47605(m), Charter School shall have an annual audit **("Annual Audit")** performed and shall submit an annual audit report **("Annual Audit Report")** for each Fiscal Year to District, the Controller, County Superintendent, and CDE by no later than December 15 immediately following the end of the Fiscal Year.

12.10 Auditor Qualifications. A certified public accountant or a public accountant licensed by the California Board of Accountancy and listed on the State approved auditors list shall conduct the Annual Audit and prepare the Annual Audit Report pursuant to the Charter and in accordance with GAAP. Charter School shall be responsible for all cost relating to the Annual Audit Report. The Annual Audit Report shall fulfill the requirements under EC 47600 et seq., including but not limited to an audit of: (1) the accuracy of Charter School's financial statements, (2) Charter School's attendance accounting and revenue claims practices, (3) Charter School's internal control practices, and (4) Charter School's pupil attendance records.

12.11 Scope of Annual Audit Report. The Annual Audit Report shall contain a written independent analysis of Charter School's financial and compliance related status and shall contain, at a minimum, the procedures described in the State Controller's K-12 audit guide.

12.12 Annual Audit Exceptions and Recommendations; Noncompliance.

12.12.1 An exception or deficiency in the Annual Audit may result in District issuing a notice of concern **("Audit Concern Notice")** to Charter School. Charter School shall address audit exceptions and deficiencies to the satisfaction of District. If Charter School fails to address the audit exceptions and deficiencies to the satisfaction of District and within the time specified by the Audit Concern Notice, District may immediately issue a **"Notice of Deficiency."**

12.12.2 Charter School's failure to comply with this MOU and applicable laws, including failure to meet GMP or other material adverse audit findings, shall be considered noncompliance and may be considered fiscal mismanagement pursuant to EC 47607(fe)(3).

12.13 Required Reports and Average Daily Attendance: The Charter School will prepare and timely submit all CALPADS/CBEDS data to the State independent of the District and shall be solely responsible for its daily and monthly attendance accounting. The Charter School will submit the attendance reports in accordance with State requirements, and provide a copy to the District's attendance officer in a timely manner and in a format that is consistent with

District process and software.

12.14. Additional Requirements:¶

¶

- By July 15, 2014, the Charter School must produce a list of staff and assignments and the credentials they hold;¶

¶

- By July 15, 2014, the Charter School must produce a list of enrolled students, including names and addresses and home school district; should the enrollment figures vary by more than 15 ADA from the submitted budgets, a revised budget will be submitted;¶

¶

- By July 15, 2014, submit the name and title of the individual(s) who will oversee the Technology Readiness for the SBAC Assessments to be administered in Spring 2015; and¶

¶

- By July 15, 2014, submit a written plan identifying the technology needed to administer the computer-based version of the SBAC and for any such technology not currently in place, the plan for purchasing the same for the SBAC assessment to be administered in Spring of 2015. (http://www.smarterbalanced.org/wordpress/wp-content/uploads/2011/12/TechFrameworkDeviceRequirements11-1-13.pdQ¶

•

XIII. DISTRICT OVERSIGHT/SERVICES

13.1 In accordance with Education Code Section 47613(a), the District will charge for the actual costs of supervisorial oversight not to exceed one (1) percent of the revenue of the Charter School. "Revenue" is defined in accordance with Education Code Section 47613(fD) as the general purpose entitlement as computed by the local control funding formula pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

13.2 Charter School and the District agree that "supervisorial oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:

- All activities related to the Charter revocation and renewal and processes as described in Education Code Sections 47607 and 47607.2.

- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
- Participating in the dispute resolution process described in the Charter.

- Review and timely response to the Charter School's Annual Independent ~~Fiscal and Performance~~Financial Audit.

- Identify at least one staff member as a contact person for the Charter School.

- Visit the Charter School at least annually.

- Monitor the fiscal condition of the Charter School.

- Provide timely notification to the California Department of Education if any of the following circumstances occur:

  A renewal of the charter is granted or denied.
  The charter is revoked.
  The Charter School will cease operation for any reason.

13.3 The Charter School shall retain the authority to contract with third parties for any services required to operate the Charter School in the accordance with the law, this MOU, and the Charter.

13.4 Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the parties.

XIV. SPECIAL EDUCATION SERVICES/SECTION 504

14.1 The following provisions govern the application of special education to Charter School students:

14.1.1 It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

14.1.2 A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") (20 U.S.C. Sec. 1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641).

14.1.3 The Charter School has ~~not~~ provided verifiable written assurances that the Charter School will participate as a local educational agency in a special education plan approved by the State Board of Education. Therefore, the Charter School shall be deemed a ~~public school of the District~~local educational agency for purposes of special education.

14.1.4 In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA.

14.2. Section 504 and the ADA

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act ("ADA") with respect to eligible students.

14.3 ~~Charter School Special Education Responsibilities~~¶

¶

~~14.3.1 General Requirements. The Charter School shall comply with all applicable requirements of federal and state law concerning the education of children with disabilities, including the requirements of the Individuals with Disabilities Education Act (20 U.S.C. 1401 *et* seq.) (IDEA), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the Americans with Disabilities Act (42 U.S.C. 12101 *et* seq.).¶~~

~~¶~~

~~The Charter School must notify parents in writing, through the enrollment packet, of the special education services available at their charter. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.¶~~

~~¶~~

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).¶

¶

14.3.2 Identification and Referral. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter School and the District, the Cha1ter School is solely responsible for obtaining the cumulative files, prior and/or current IEP and other special education information on any student enrolling from a non-District school. District shall assist the Charter School to the same extent it would generally provide such assistance to other District schools. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and where appropriate utilized.¶

¶

The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent or guardian.¶

¶

14.3.2 Services. The District shall provide under school of designation a complete continuum of special education services to all students of the Charter School consistent with the services it provides at its other public schools pursuant to this MOU and any applicable state and federal laws.¶

¶

14.3.3 Identified Students. For students who enroll in the Charter School with a current Individualized Education Plan ("IEP"), the District and the Charter School shall conduct an IEP meeting in accordance with applicable law and the District's enrollment policy for special education students.¶

¶

14.4.4 Development of IEPs. The District shall be responsible for development of written IEPs, in accordance with all applicable state and federal laws for all students with exceptional needs. To the extent applicable, the Charter School will use District SELPA forms to develop, maintain, and review assessments and Individual Education Plans ("IEPs") in the format required by the District and will enter accurate assessment and IEP data into the District's designated data system in accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for district review. The Charter School will submit to the District all required reports, including but not limited to SEIS, CASEMIS and IEPs, in a timely manner as necessary to comply with state and federal requirements.¶

¶

14.4.5 IEP Teams must consist of a representative of the District. The Charter School shall be responsible for having other School members present as defined by IDEA.¶

¶

14.4.6 The District and Charter School shall assume joint responsibility, subject to the terms of Paragraph 14.4.4 above, for ensuring appropriate documentation of the IEP process and for compliance with all parent and student rights.¶

¶

14.4.7 Decisions regarding eligibility, goals/objectives, program, placement, and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the District and of the Local Plan for Special Education.¶

¶

14.4.8 Prior to changes in services or placement, an IEP team including SELPA staff as applicable shall be convened with the consent of the parent and prior written notification as required by IDEA.¶

¶

14.4.9 To the extent that the agreed-upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services, including, but not limited to, identification, evaluation, IEP development and modification, and specialized academic instruction. The Charter School shall be consulted regarding the assignment of all District personnel engaged in Special Education service delivery on a charter school site. If the Charter School has concerns about the performance of District

staff, it shall document and communicate these concerns to a designated District manager/s for follow-up and investigation.¶

¶

14.4.10 Assessment. The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.¶

¶

14.4.11 Training. District and/or SELPA information and training opportunities regarding special education shall be available to Charter School staff to the same extent that the District provides such information and opportunities to site staff at all other schools in the District.¶

¶

14.4.12 Identification and Referral. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School, with the assistance of the District, will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with Federal law and California law.¶

¶

14.4.13 SST Team. The Charter School agrees to implement a student study team process which is a general education function, and to monitor and guide referrals for special education services.¶

¶

14.5 Parent Concerns. The Charter School shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to the Charter School staff. The Charter School staff shall then in turn consult with the designated representative of the District regarding such concerns. The District representative in consultation with the Charter School's designated representative shall respond to and address the parent/guardian concerns.¶

¶

14.6. Complaints. In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.¶

¶

14.7 Due Process Hearings. In consultation with the Charter School, the District

may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the case separate counsel is chosen by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel.¶

¶

14.8 SELPA Activities and Meetings. The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff. The Charter School may access SELPA services and/or funding pools in the same manner as any other District School, through the District.¶

¶

14.9 School District of Residence¶

¶

The District shall be responsible for providing all services under this Agreement to all students of the Charter School regardless of their school district of residence.¶

¶

14.10 SELPA Requirements¶

¶

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies regarding services to special education students.¶

¶

14.11 Funding¶

¶

14.11.1 Retention of Special Education Funds by District.¶

The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding, and the District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the

~~SELPA.¶~~
~~¶~~

~~14.11.2 The District shall be responsible for all costs related to the service of Charter School students in the same manner, as it is responsible for the cost of serving other students of the District.¶~~

~~¶~~

~~14.12 Fair Share Payment. The District shall calculate a projected special education local contribution charge each year and shall provide documentation showing the calculation of the rate. The charge shall be based upon the charter school's equitable share of the District's unfunded cost of delivering special education services for the prior fiscal year. The District shall invoice the Charter School for special education charges in July of each year. The District's unfunded special education costs (hereafter referred to as "local contribution") for the fiscal year just ended per unit of District wide general education official enrollment at P-2 of the current school year, multiplied by each unit of the Charter School's general education official enrollment at P-2 of the school year. School enrollment includes all students, regardless of district of residence. Charter School shall remit payment to District within thirty (30) days of receipt of invoice.¶~~

XV. INSURANCE AND RISK MANAGEMENT

15.1 The Charter School will maintain, at its own expense, its own insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies. Policy types and amounts will be commensurate with the requirements of Exhibit A to the District's Conditionals of Approval, Resolution 14-03. Additional insurance may also be obtained by the Charter School as necessary or required by law.

15.2 The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.

15.3 The Charter School shall provide the District with certificates of insurance upon request by the District.

15.3.1 No Limitation by Insurance and Survivability. Charter School's obligations and liabilities to District are not limited to or by any insurance that Charter School maintains but shall apply to the fullest extent permitted by law without regard to whether Charter School's insurance provides coverage for the obligations and liabilities. The indemnity, defense, and hold harmless obligations and liabilities set forth in this Section shall survive the termination of this MOU.

XVI. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

In the event that either party to this Agreement wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

XVI. FERPA: Family Educational Rights and Privacy Act

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A.1232(g), the Family Educational Rights and Privacy Act and California Education Code 49076(b)(6) ("FERPA") as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled to access to education records under FERPA. The Charter School, its officers and employees shall comply with FERPA at all times.

XVII. BROWN ACT/PUBLIC RECORDS ACT

The Charter School shall conduct its Board of Directors meetings regarding the Charter School according to the Brown Act. In addition, the Charter School understands and agrees to comply with the Public Records Act (Government Code Section ~~6250~~ 7920.000 et seq.) as well as Education Code Section 47604.3.

XVIII. PUPIL TRANSPORTATION

The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School with the exception of transportation required through an IEP which shall be provided under Section XIV of this Agreement.

XIX. LEGAL SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service except as described under Section XIV of this Agreement.

XX. SEVERABILITY

The terms of this Agreement are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed

otherwise by the District and the Charter School. The District and Charter School agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

XXI. DISPUTE RESOLUTION

All disputes regarding this Agreement shall be resolved in accordance with the procedures for dispute resolution as stated in the Charter.

XXII. NOTIFICATION

All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To the District at:

Jackie McHaney, Assistant Superintendent
Buckeye Union School District
P.O. Box 4768
1665 Blackstone Parkway
El Dorado Hills, CA 95762

To the Charter School at:

Karl Zierhut, Head of School
Rising Sun Montessori ~~School~~
~~7006 Rossmore Lane~~4940 Robert J Mathews Parkway
El Dorado Hills, CA 9576~~67~~2

XXIII. ASSIGNMENT, TRANSFER, AND WAIVER.

Charter School shall not assign or transfer any of Charter School's rights or obligations under this MOU, including by operation of law or change of control or merger, without District's prior written approval, which approval may be given or withheld at District's sole reasonable discretion. Any failure by a Party to comply with any covenant, term, or condition of this MOU may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this MOU shall not constitute a waiver of, or estoppel with respect to the covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this MOU shall not be deemed or constitute a waiver by that Party of any other provision of this MOU, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agree to in writing.

XXIV. ADVERTISING.

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

*** Signatures on the
following page ***

Dated:_____ _____

Rising Sun
Montessori

Dated:._____ _____

Buckeye Union School District

Approved and ratified this day of--[?] 20~~14~~26 by the Board of Directors of ~~the~~ Rising Sun Montessori by the following vote:

AYES:
NOES:
ABSTAINS:

Certification by the ~~Executive Director~~Head of School.

Approved and ratified this _ day of --[?] 20~~14~~26 by the Board of Education of the Buckeye Union School District by the following vote:

AYES:
NOES:
ABSTAINS:

Certification by the Superintendent.

_____

4932-9954-7566, v. 1

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.4.

ACTION: Amendment to the 2025 Comprehensive School Safety Plan – Wildfire Emergency (AB 2968 Compliance) for the Buckeye Elementary School Campus

SITUATION:

Assembly Bill 2968 (AB 2968), effective January 1, 2026, requires school districts located in a High Fire Hazard Severity Zone (HFHSZ) to include a wildfire emergency component in their Comprehensive School Safety Plan beginning in the 2026-2027 fiscal year (i.e., July 1, 2026). Buckeye Elementary School campus is located in an HFHSZ and is therefore subject to these requirements.

The AB 2968 amendment must address wildfire monitoring and decision-making, evacuation transportation, evacuation route prioritization, designated evacuation destinations, student accountability procedures, students with disabilities and access/functional needs, wildfire smoke and air quality procedures, temporary refuge/shelter-in-place protocols, communication procedures, coordination with emergency services, and annual review requirements.

PLAN:

To have the Board review and approve the Amendment to the 2025 Comprehensive School Safety Plan for the Buckeye Elementary School Campus, adding the required Wildfire Emergency section in compliance with AB 2968. The amendment will be provided to CAL FIRE and local fire protection agencies for review.

FISCAL IMPACT:

None. There is no fiscal impact associated with the adoption of this Amendment.

LONG RANGE GOAL:

District Goal #1: Maximize Student Achievement
District Goal #4: Strengthen Community Relations and Communications
District Goal #5: Promote Development of Each Student as a ”Whole” Person/Health and Safety

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board adopt the Amendment to the 2025 Comprehensive School Safety Plan for the Buckeye Elementary School Campus, adding the Wildfire Emergency section in compliance with AB 2968.

BUCKEYE ELEMENTARY SCHOOL CAMPUS

AMENDMENT TO 2025 COMPREHENSIVE SCHOOL SAFETY PLAN
WILDFIRE EMERGENCY (AB 2968 COMPLIANCE)
Presented: 6/10/26

Wildfire Emergency (AB 2968 Compliance)

The Buckeye Elementary School campus is located in a High Fire Hazard Severity Zone (HFHSZ) and has developed enhanced procedures for wildfire monitoring, evacuation, sheltering, and communication. Due to rural road conditions, limited evacuation routes, early evacuation will be prioritized whenever recommended and possible to reduce the risk of congestion and delayed response.

The school utilizes a dual response strategy in which evacuation is the preferred action, and shelter-in-place is used as a temporary contingency when evacuation is unsafe or not immediately possible.

Wildfire Monitoring and Decision-Making

The Incident Commander (Superintendent) or designee is responsible for monitoring wildfire conditions and making decisions regarding evacuation or shelter-in-place. This includes monitoring CAL FIRE alerts, El Dorado County Office of Emergency Services (OES) notifications, local law enforcement and fire agency communication, and Air Quality Index (AQI) levels. The Incident Commander will also utilize the Watch Duty application for real-time wildfire intelligence.

Strategic responses to a fire emergency will be based on fire proximity, rate of spread, wind direction, visibility, road conditions, and guidance from emergency responders. When possible, decisions will be made in coordination with responding agencies; however, the Incident Commander retains authority to initiate early evacuation when conditions indicate increased risk.

Evacuation Transportation Plan

Buckeye Elementary will have access to district school buses for evacuation purposes during a wildfire emergency when conditions permit. In the event of an evacuation, transportation resources will be coordinated through the Incident Commander and Central Administration for deployment of all available buses to the school site. If necessary, staff vehicles may also be utilized as supplemental transportation. Students will be transported using safe seating capacity, and staff will supervise and account for students at all times during transport. Additional vehicles or emergency assistance will be requested as needed. CMP – Shingles Springs campus is also located in a High Fire Hazard Severity Zone (HFHSZ). CMP maintains a mutual aid agreement with Buckeye Union School District (BUSD) and will have access to district school buses for evacuation purposes during a wildfire emergency when available and conditions permit. In the event of an evacuation, transportation resources will be coordinated through the Incident Commander and Central Administration within CMP and in collaboration with BUSD. Staff vehicles may also be utilized as supplemental transportation. Students will be transported using safe seating capacity, and staff will

supervise and account for students at all times during transport. Additional vehicles or emergency assistance will be requested as needed.

Evacuation Route Priority and Roadway Considerations

Due to the school's foothill location, evacuation routes are prioritized based on roadway capacity and fire behavior patterns. Primary evacuation routes utilize Highway 50, either west toward Cameron Park and El Dorado Hills or east toward Placerville, as these routes provide higher capacity and faster clearance.

Secondary routes, including Green Valley Road to the north and Shingle Springs Road to the south, are considered limited-capacity routes and may become congested quickly; therefore, they will only be used if primary routes are not accessible or if directed by emergency responders.

The Incident Commander will determine the safest evacuation direction based on fire location, wind conditions, and road accessibility, and when feasible, a single evacuation direction will be used to reduce traffic congestion and improve evacuation efficiency.

Designated Evacuation Destinations

The school has identified multiple evacuation destinations based on direction of travel:

- **West:** Camerado Springs Middle School/Blue Oak Elementary; Cameron Park Community Services District, 2502 Country Club Drive, Cameron Park, CA; Valley View Charter Montessori, 1665 Blackstone Parkway, El Dorado Hills, CA or any available BUSD school site.
- **East:** Green Valley Community Church, 3500 Missouri Flat Road, Placerville, CA
- **North (limited use):** Rescue Community Services District, 4180 Green Valley Road, Rescue, CA
- **South (temporary/local use):** Shingle Springs Community Center, 4440 South Shingle Road, Shingle Springs, CA

If any of these locations are deemed unsafe or inaccessible, alternate locations will be selected and families will be notified as soon as possible.

Student Loading, Traffic Flow, and Accountability Procedures

Students from Buckeye Elementary and CMP will be assigned to BUSD buses and loaded in a controlled and supervised manner. Buses will be staged in designated loading areas on campus to support efficient and orderly evacuation. Staff will direct traffic flow to prevent congestion, and evacuation may occur in controlled waves if necessary.

Teachers will carry emergency contact rosters and maintain supervision of students at all times. Attendance will be taken prior to departure and again upon arrival at the evacuation or refuge site.

The Incident Commander or designee will ensure that all individuals on campus are accounted for, including students, staff, and any visitors, volunteers, or contractors listed on the visitor log. Accountability will be continuously verified throughout the incident until all students have been safely reunited with parents and/or authorized caregivers.

Students with Disabilities and Access/Functional Needs

Students requiring additional assistance will be identified in advance through IEPs, 504 plans, or other site-based planning. Assigned staff will support these students during evacuation or sheltering, with priority given to students with mobility, medical, or behavioral needs.

Medications, medical equipment, and necessary supports will accompany students, and sensory or emotional support will be provided as needed during high-stress situations.

Wildfire Smoke and Air Quality Procedures

When wildfire smoke impacts air quality, the school will monitor AQI levels and implement protective measures. Outdoor activities may be limited or canceled, and students will remain indoors with doors and windows closed. HVAC systems will be adjusted where possible to reduce outside air intake. Students with respiratory conditions will be closely monitored, and accommodations will be provided as needed. N95 masks will be made available when appropriate.

Temporary Refuge / Shelter-in-Place (Last Resort)

If evacuation is not immediately possible due to unsafe conditions, blocked roadways, or direction from emergency responders, the school may implement a temporary shelter-in-place procedure. The designated on-campus refuge location is the gymnasium.

During shelter-in-place, all students and staff will relocate to the gymnasium in an orderly manner, doors and windows will be closed, and emergency supplies and medications will be brought to the location. Staff will maintain supervision and accountability, and students, particularly those with respiratory conditions, will be monitored closely. Shelter-in-place is a temporary measure only, and evacuation will occur as soon as it is deemed safe or when directed by emergency personnel.

Communication Procedures

Communication during a wildfire emergency will be coordinated by the Incident Commander or designee using multiple redundant systems to ensure timely and accurate information sharing. Staff will be notified through intercom announcements, walkie talkies, and staff cell phones, with all staff contact information maintained in the District's QSS system and/or ALMA.

The Incident Commander or designee will monitor wildfire conditions using official sources, including CAL FIRE, El Dorado County Office of Emergency Services, and the Watch Duty app, to support real-time decision-making. Families will be notified using Finalsite Connect as the primary platform, including Finalsite Emergency Text, as well as email and phone notifications when available. Communication to families will clearly state the nature of the emergency, the action being taken, the location of students, and reunification instructions, and will include direction that parents and guardians should not come to campus unless specifically instructed. Parents and guardians will be informed of the intent to evacuate and the overall plan as soon as practicable.

The Incident Commander or designee will inform BUSD Administrators immediately when evacuation is being considered or initiated, including the intended evacuation destination and reunification site, so that Central Administration can support communication with families, coordinate additional staff assistance at evacuation or reunification locations, and ensure continuity of operations.

Pre-scripted emergency messages may be maintained and ready for use by the Admin team to ensure communication can continue in the event of power or internet outages at the campus. External communication will include notifying the operational area having jurisdiction, including CAL FIRE, of the school's evacuation actions and any identified refuge location as required.

Coordination with Emergency Services

BUSD will coordinate with CAL FIRE and local fire protection agencies during any wildfire event to support safe evacuation, sheltering decisions, and overall incident management.

Reassessment and Transition

Conditions will be continuously monitored throughout the incident. If evacuation routes become safe, the school will transition from shelter-in-place to evacuation. If conditions worsen, shelter-in-place procedures will be maintained until it is safe to evacuate or further direction is provided by emergency responders.

Annual Review

This wildfire emergency section will be reviewed annually and updated as needed based on changes in fire conditions, guidance from emergency agencies, and lessons learned from drills or actual incidents. This Amendment will be provided to CAL FIRE and local fire protection agencies for review and comment.

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.5.

ACTION ITEM:
Approval of Suggested Revisions to BUSD Policies/Regulations/Bylaws/Exhibits (**first** reading) *(policies linked)*

SITUATION:
The District is proposing the following Policies/Regulations/Bylaws/Exhibits are updated as provided to be consistent with State Educational and Government Codes.

PLAN:
The suggested Policies/Regulations/Bylaws/Exhibits revisions are being submitted to the Board for approval. The current BP/AR/B/E are provided from the Board Policy Manual as well as the proposed BP/AR/B/E watermarked "DRAFT."

TITLE - **BP - Board Policy** **AR - Regulation** **B - Bylaw** **E - Exhibit**	**DETAIL** - Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made.

1 BP 4119.21 - Professional Standards CURRENT PROPOSED/DRAFT	Policy updated to add, to the philosophical paragraph, the Governing Board's desire to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students, and to expand upon the expectations for district employee conduct. Additionally, policy updated to reflect NEW LAW (SB 848, 2025) which prohibits inappropriate conduct between district employees, adult volunteers, and contractors and among and between adults employed, volunteering, or under contract with the district. In addition, policy updated to clarify that inappropriate employee conduct includes (1) engaging in any conduct that endangers or threatens to endanger students, staff, or others, and (2) other conduct prohibited in Board Policy 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions. *February 2026 CSBA Update*
2 Exhibit 4119.21- Professional Standards CURRENT PROPOSED/DRAFT	Exhibit updated in conjunction with the accompanying Board Policy and to align with the most recent version of the National Education Association's Code of Ethics for Educators. *February 2026 CSBA Update*
3 BP 4219.21 - Professional Standards CURRENT PROPOSED/DRAFT	Policy updated to add, to the philosophical paragraph, the Governing Board's desire to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students, and to expand upon the expectations for district employee conduct. Additionally, policy updated to reflect NEW LAW (SB 848, 2025) which prohibits inappropriate conduct between district employees, adult volunteers, and contractors and among and between adults employed, volunteering, or under contract with the district. In addition, policy updated to clarify that inappropriate employee conduct includes (1) engaging in any conduct that endangers or threatens to endanger students, staff, or others, and (2) other conduct prohibited in Board Policy 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions. *February 2026 CSBA Update*

4 Exhibit 4219.21- Professional Standards CURRENT PROPOSED/DRAFT	Exhibit updated in conjunction with the accompanying Board Policy. *February 2026 CSBA Update*
5 BP 4319.21 - Professional Standards CURRENT PROPOSED/DRAFT	Policy updated to add, to the philosophical paragraph, the Governing Board's desire to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students, and to expand upon the expectations for district employee conduct. Additionally, policy updated to reflect NEW LAW (SB 848, 2025) which prohibits inappropriate conduct between district employees, adult volunteers, and contractors and among and between adults employed, volunteering, or under contract with the district. In addition, policy updated to clarify that inappropriate employee conduct includes (1) engaging in any conduct that endangers or threatens to endanger students, staff, or others, and (2) other conduct prohibited in Board Policy 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions. *February 2026 CSBA Update*
6 Exhibit 4319.21- Professional Standards CURRENT PROPOSED/DRAFT	Exhibit updated in conjunction with the accompanying Board Policy. *February 2026 CSBA Update*
7 BP 4119.24 - Maintaining Appropriate Adult-Student Interactions CURRENT PROPOSED/DRAFT	Policy updated to add, that for purposes of this policy, employees include interns, volunteers, contractors, and other persons with an employment relationship with the district. Additionally, policy updated to add, to the philosophical paragraph, the Governing Board's desire to provide a safe environment that promotes the learning, engagement, and safety of district students. In addition, policy updated to reflect NEW LAW (SB 848, 2025) which prohibits inappropriate conduct between district employees and students and expands the list of inappropriate employee conduct. Policy also updated to add new section related to violations of this policy. *February 2026 CSBA Update*
8 BP 4219.24 - Maintaining Appropriate Adult-Student Interactions CURRENT PROPOSED/DRAFT	Policy updated to add, that for purposes of this policy, employees include interns, volunteers, contractors, and other persons with an employment relationship with the district. Additionally, policy updated to add, to the philosophical paragraph, the Governing Board's desire to provide a safe environment that promotes the learning, engagement, and safety of district students. In addition, policy updated to reflect NEW LAW (SB 848, 2025) which prohibits inappropriate conduct between district employees and students and expands the list of inappropriate employee conduct. Policy also updated to add new section related to violations of this policy. *February 2026 CSBA Update*

9 BP 4319.24 - Maintaining Appropriate Adult-Student Interactions CURRENT PROPOSED/DRAFT	Policy updated to add, that for purposes of this policy, employees include interns, volunteers, contractors, and other persons with an employment relationship with the district. Additionally, policy updated to add, to the philosophical paragraph, the Governing Board's desire to provide a safe environment that promotes the learning, engagement, and safety of district students. In addition, policy updated to reflect NEW LAW (SB 848, 2025) which prohibits inappropriate conduct between district employees and students and expands the list of inappropriate employee conduct. Policy also updated to add new section related to violations of this policy. *February 2026 CSBA Update*

FISCAL IMPACT:
None

LONG RANGE GOAL:
District Goal #1: Maximize Student Achievement
District Goal #3: Maximize Use of Technology to Enhance the Work of Staff
District Goal #4: Strengthen Community Relations and Communications
District Goal #5: Promote Development of Each Student as a "Whole" Person

SUPERINTENDENT'S RECOMMENDATION:
The Superintendent recommends that the Board approve the proposed revisions to Buckeye Union Board Policies/Regulations/Bylaws/Exhibits to be consistent with State Educational and Government Codes.

Policy 4119.21: Professional Standards

Status: ADOPTED

Original Adopted Date: 04/17/2013 **| Last Revised Date:** 08/17/2022 **| Last Reviewed Date:** 08/17/2022

The Governing Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

Each employee is expected to acquire the knowledge and skills necessary to fulfill his/her responsibilities and to contribute to the learning and achievement of district students.

Inappropriate Conduct

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child

4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time

6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members

7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

    Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Policy 4119.21: Professional Standards

Status: DRAFT

Original Adopted Date: 04/17/2013 **| Last Revised Date:** 08/17/2022

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district; advances the goals of the district's educational programs; encourages student learning, engagement, and success; and contributes to a safe and positive school climate.

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

Each employee is expected to acquire the knowledge and skills necessary to fulfill the employee's professional responsibilities and to contribute to the learning and achievement of district students.

Inappropriate Conduct

The Board prohibits inappropriate conduct between employees, adult volunteers, and district contractors and among and between adults employed, volunteering, or under contract with the district. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers or threatens to endanger students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child

4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time

6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members

7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

    Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor

employee usage of district technological resources at any time without the employee's consent.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

15. Other conduct prohibited in Board Policy 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated by the Superintendent or designee. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

DRAFT

Exhibit 4119.21-E(1): Professional Standards

Status: DRAFT

Original Adopted Date: Pending

CODE OF ETHICS FOR EDUCATORS

Preamble

The National Education Association (NEA) believes that the education profession consists of one education workforce serving the needs of all students and that the term 'educator' includes education support professionals.

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents/guardians, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics for Educators indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

The following exhibit reproduces the Code of Ethics for Educators adopted by the National Education Association in 1975. The Code was revised in 2020 to use the broader term "educator." This code is used by the California Teachers Association and is distributed to teachers in the CTA Handbook.

The educator strives to help each student realize the student's potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning
2. Shall not unreasonably deny the student access to varying points of view
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
5. Shall not intentionally expose the student to embarrassment or disparagement
6. Shall not on the basis of race, color, creed, gender, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly:
    a. Exclude any student from participation in any program
    b. Deny benefits to any student
    c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage
8. Shall not disclose information in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

Principle II. Commitment to the Profession

DRAFT

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation of the profession, the educator:

1. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications

2. Shall not misrepresent the educator's professional qualifications

3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position

5. Shall not assist a noneducator in the unauthorized practice of teaching

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

7. Shall not knowingly make false or malicious statements about a colleague

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action

Source: National Education Association, 2020

DRAFT

Exhibit (PDF) 4119.21-E PDF(1): Professional Standards

Status: ADOPTED

Original Adopted Date: 06/05/2002

See PDF on the next page.

CODE OF ETHICS OF THE EDUCATION PROFESSION

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

Principle I. Commitment to the Student

The educator strives to help each student realize his/her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning

2. Shall not unreasonably deny the student access to varying points of view

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety

5. Shall not intentionally expose the student to embarrassment or disparagement

6. Shall not on the basis of race, color, creed, gender, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly:

a. Exclude any student from participation in any program

b. Deny benefits to any student

c. Grant any advantage to any student

7. Shall not use professional relationships with students for private advantage

8. Shall not disclose information in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

Principle II. Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation of the profession, the educator:

1. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications

2. Shall not misrepresent his/her professional qualifications

3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position

5. Shall not assist a noneducator in the unauthorized practice of teaching

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

7. Shall not knowingly make false or malicious statements about a colleague

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action

Source: National Education Association, 1975

Policy 4219.21: Professional Standards

Status: ADOPTED

Original Adopted Date: 10/18/1989 **| Last Revised Date:** 08/17/2022 **| Last Reviewed Date:** 08/17/2022

Code Of Ethics California School Employees' Association

School employees who are in daily contact with many phases of educational work should be persons whose conduct is beyond reproach, and who sincerely believe in the advancement of education and the betterment of working conditions; therefore, the California School Employees' Association proposes this Code of Ethics as a standard for its members.

AS A SCHOOL EMPLOYEE I WILL:

1. Be proud of my vocation in order that I may use my best endeavors to elevate the standards of my position so that I may merit a reputation for high quality of service -- to the end that others may emulate my example.

2. Be a person of integrity, clean speech, desirable personal habits, and physical fitness.

3. Be just in my criticism and be generous in my praise; to improve and not destroy.

4. At all times be courteous in my relations with students, parents/guardians, teachers and others.

5. Be a resourceful person who readily adapts himself to different kinds of work and changed conditions and finds better ways to do things.

6. Conduct myself in a spirit of friendly helpfulness to my fellow employees to the end that I will consider no personal success legitimate or ethical which is secured by taking unfair advantage of another.

7. Associate myself with employees of other districts for the purpose of discussing school problems and cooperating in the improvement of public school conditions.

8. Always uphold my obligations as a citizen to my nation, my state, my school district, and my community and give them unswerving loyalty.

9. Always bear in mind that the purpose of CSEA is to promote the efficiency and raise the standards of all school employees and that I shall be equally obligated to assist all my fellow workers.

Policy 4219.21: Professional Standards

Status: DRAFT

Original Adopted Date: 10/18/1989 **| Last Revised Date:** 08/17/2022

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district; advances the goals of the district's educational programs; encourages student learning, engagement, and success; and contributes to a safe and positive school climate.

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

Each employee is expected to acquire the knowledge and skills necessary to fulfill the employee's professional responsibilities and to contribute to the learning and achievement of district students.

Inappropriate Conduct

The Board prohibits inappropriate conduct between employees, adult volunteers, and district contractors and among and between adults employed, volunteering, or under contract with the district. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers or threatens to endanger students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child

4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time

6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members

7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

    Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor

employee usage of district technological resources at any time without the employee's consent.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

15. Other conduct prohibited in Board Policy 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated by the Superintendent or designee. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

DRAFT

Exhibit (PDF) 4219.21-E PDF(1): Professional Standards - Code Of Ethics Classified Employees

Status: ADOPTED

Original Adopted Date: 09/06/2019

See PDF on the next page.

School employees who are in daily contact with many phases of educational work should be persons whose conduct is beyond reproach and who sincerely believe in the advancement of education and the betterment of working conditions; therefore, the California School Employees' Association proposes this Code of Ethics as a standard for its members.

AS A SCHOOL EMPLOYEE I WILL:

1. Be proud of my vocation in order that I may use my best endeavors to elevate the standards of my position so that I may merit a reputation for high quality of service -- to the end that others may emulate my example.

2. Be a person of integrity, clean speech, desirable personal habits, and physical fitness.

3. Be just in my criticism and be generous in my praise; to improve and not destroy.

4. At all times be courteous in my relations with students, parents, teachers and others.

5. Be a resourceful person who readily adapts himself to different kinds of work and changed conditions and finds better ways to do things.

6. Conduct myself in a spirit of friendly helpfulness to my fellow employees to the end that I will consider no personal success legitimate or ethical which is secured by taking unfair advantage of another.

7. Associate myself with employees of other districts for the purpose of discussing school problems and cooperating in the improvement of public school conditions.

8. Always uphold my obligations as a citizen to my nation, my state, my school district and my community, and give them unswerving loyalty.

9. Always bear in mind that the purpose of CSEA is to promote the efficiency and raise the standards of all school employees and that I shall be equally obligated to assist all my fellow workers.

SOURCE: CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION

Exhibit BUCKEYE UNION SCHOOL DISTRICT

Version: January 15,2003 Shingle Springs, California

Exhibit 4219.21-E(1): Professional Standards

Status: DRAFT

Original Adopted Date: Pending

CODE OF ETHICS
CLASSIFIED EMPLOYEES

School employees who are in daily contact with many phases of educational work should be persons whose conduct is beyond reproach and who sincerely believe in the advancement of education and the betterment of working conditions; therefore, the California School Employees' Association (CSEA) proposes this Code of Ethics as a standard for its members.

AS A SCHOOL EMPLOYEE I WILL:

1. Be proud of my vocation in order that I may use my best endeavors to elevate the standards of my position so that I may merit a reputation for high quality of service -- to the end that others may emulate my example

2. Be a person of integrity, clean speech, desirable personal habits, and physical fitness

3. Be just in my criticism and be generous in my praise; to improve and not destroy

4. At all times be courteous in my relations with students, parents/guardians, teachers and others

5. Be a resourceful person who readily adapts to different kinds of work and changed conditions and finds better ways to do things

6. Conduct myself in a spirit of friendly helpfulness to my fellow employees to the end that I will consider no personal success legitimate or ethical which is secured by taking unfair advantage of another

7. Associate myself with employees of other districts for the purpose of discussing school problems and cooperating in the improvement of public school conditions

8. Always uphold my obligations as a citizen to my nation, my state, my school district and my community, and give them unswerving loyalty

9. Always bear in mind that the purpose of CSEA is to promote the efficiency and raise the standards of all school employees and that I shall be equally obligated to assist all my fellow workers

SOURCE: CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION

DRAFT

Policy 4319.21: Professional Standards

Status: ADOPTED

Original Adopted Date: 10/18/1989 **| Last Revised Date:** 08/17/2022 **| Last Reviewed Date:** 08/17/2022

The Governing Board expects its employees to maintain the highest code of ethics and encourages employees to refer to such codes as may be published by professional education associations to which they may belong. An employee's code of ethics should respect the policies and regulations of the district and state and national laws and should enhance the image of the district and the goals of the educational program.

Policy 4319.21: Professional Standards

Status: DRAFT

Original Adopted Date: 10/18/1989 **| Last Revised Date:** 08/17/2022

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district; advances the goals of the district's educational programs; encourages student learning, engagement, and success; and contributes to a safe and positive school climate.

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

Each employee is expected to acquire the knowledge and skills necessary to fulfill the employee's professional responsibilities and to contribute to the learning and achievement of district students.

Inappropriate Conduct

The Board prohibits inappropriate conduct between employees, adult volunteers, and district contractors and among and between adults employed, volunteering, or under contract with the district. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers or threatens to endanger students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child

4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time

6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members

7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

    Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor

employee usage of district technological resources at any time without the employee's consent.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

15. Other conduct prohibited in Board Policy 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated by the Superintendent or designee. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

DRAFT

Exhibit (PDF) 4319.21-E PDF(1): Professional Standards

Status: ADOPTED

Original Adopted Date: 04/17/2013

See PDF on the next page.

CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS

Inherent in these standards is a strong commitment to cultural diversity and the use of technology as a powerful tool.

A school administrator is an educational leader who promotes the success of all students by:

Standard 1: Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community

1. Facilitate the development of a shared vision for the achievement of all students based upon data from multiple measures of student learning and relevant qualitative indicators.

2. Communicate the shared vision so the entire school community understands and acts on the school's mission to become a standards-based education system.

3. Use the influence of diversity to improve teaching and learning.

4. Identify and address any barriers to accomplishing the vision.

5. Shape school programs, plans, and activities to ensure that they are integrated, articulated through the grades, and consistent with the vision.

6. Leverage and marshal sufficient resources, including technology, to implement and attain the vision for all students and all subgroups of students.

Standard 2: Advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth

1. Shape a culture in which high expectations are the norm for each student as evident in rigorous academic work.

2. Promote equity, fairness, and respect among all members of the school community.

3. Facilitate the use of a variety of appropriate content-based learning materials and learning strategies that recognize students as active learners, value reflection and inquiry, emphasize the quality versus the amount of student application and performance, and utilize appropriate and effective technology.

4. Guide and support the long-term professional development of all staff consistent with the ongoing effort to improve the learning of all students relative to the content standards.

5. Provide opportunities for all members of the school community to develop and use skills in collaboration, distributed leadership, and shared responsibility.

6. Create an accountability system grounded in standards-based teaching and learning.

7. Utilize multiple assessments to evaluate student learning in an ongoing process focused on improving the academic performance of each student.

Standard 3: Ensuring management of the organization, operations, and resources for a safe, efficient and effective learning environment

1. Sustain a safe, efficient, clean, well-maintained, and productive school environment that nurtures student learning and supports the professional growth of teachers and support staff.

2. Utilize effective and nurturing practices in establishing student behavior management systems.

3. Establish school structures and processes that support student learning.

4. Utilize effective systems management, organizational development, and problem-solving and decision-making techniques.

5. Align fiscal, human, and material resources to support the learning of all subgroups of students.

6. Monitor and evaluate the program and staff.

7. Manage legal and contractual agreements and records in ways that foster a professional work environment and secure privacy and confidentiality for all students and staff.

Standard 4: Collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources

1. Recognize and respect the goals and aspirations of diverse family and community groups.

2. Treat diverse community stakeholder groups with fairness and respect.

3. Incorporate information about family and community expectations into school decision-making and activities.

4. Strengthen the school through the establishment of community, business, institutional, and civic partnerships.

5. Communicate information about the school on a regular and predictable basis through a variety of media.

6. Support the equitable success of all students and all subgroups of students by mobilizing and leveraging community support services.

Standard 5: Modeling a personal code of ethics and developing professional leadership capacity

1. Model personal and professional ethics, integrity, justice, and fairness, and expect the same behaviors from others.

2. Protect the rights and confidentiality of students and staff.

3. Use the influence of office to enhance the educational program, not personal gain.

4. Make and communicate decisions based upon relevant data and research about effective teaching and learning, leadership, management practices, and equity.

5. Demonstrate knowledge of the standards-based curriculum and the ability to integrate and articulate programs throughout the grades.

6. Demonstrate skills in decision-making, problem solving, change management, planning, conflict management, and evaluation.

7. Reflect on personal leadership practices and recognize their impact and influence on the performance of others.

8. Engage in professional and personal development.

9. Encourage and inspire others to higher levels of performance, commitment, and motivation.

10. Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.

Standard 6: Understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context

1. Work with the Governing Board and district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.

2. Influence and support public policies that ensure the equitable distribution of resources and support for all subgroups of students.

3. Ensure that the school operates consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.

4. Generate support for the school by two-way communications with key decision-makers in the school community.

5. Collect and report accurate records of school performance.

6. View oneself as a leader of a team and also as a member of a larger team.

7. Open the school to the public and welcome and facilitate constructive conversations about how to improve student learning and achievement.

Source: California Professional Standards for Educational Leaders by California School Leadership Academy at WestEd and the Association of California School Administrators. Reprinted with permission. Intended for use with the descriptions of practice in Moving Standards into Everyday Work, available from WestEd.

Exhibit 4319.21-E(1): Professional Standards

Status: DRAFT

Original Adopted Date: Pending

CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS

Standard 1. Development and Implementation of a Shared Vision: Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students

1A. Student-Centered Vision: Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students

1B. Developing Shared Vision: Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders

1C. Vision Planning and Implementation: Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals

Standard 2. Instructional Leadership: Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth

2A. Professional Learning Culture: Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance

2B. Curriculum and Instruction: Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes

2C. Assessment and Accountability: Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning

Standard 3. Management and Learning Environment: Education leaders manage the organization to cultivate a safe and productive learning and working environment

3A. Operations and Facilities: Leaders provide and oversee a functional, safe, and clean learning environment

3B. Plans and Procedures: Leaders establish structures and employ policies and processes that support students to graduate ready for college and career

3C. Climate: Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner

3D. Fiscal and Human Resources: Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment

Standard 4. Family and Community Engagement: Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources

4A. Parent and Family Engagement: Leaders meaningfully involve all parents/guardians and families, including underrepresented communities, in student learning and support programs

4B. Community Partnerships: Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career

4C. Community Resources and Services: Leaders leverage and integrate community resources and services to meet the varied needs of all students

Standard 5. Ethics and Integrity: Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard

5A. Reflective Practice: Leaders act upon a personal code of ethics that requires continuous reflection and learning

DRAFT

5B. Ethical Decision-Making: Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions

5C. Ethical Action: Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students

Standard 6. External Context and Policy: Education leaders influence political, social, economic, legal, and cultural contexts affecting education to improve education policies and practices

6A. Understanding and Communicating Policy: Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment

6B. Professional Influence: Leaders use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead all students to graduate ready for college and career

6C. Policy Engagement: Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students

SOURCE: COMMISSION ON TEACHER CREDENTIALING

DRAFT

Policy 4119.24: Maintaining Appropriate Adult-Student Interactions

Status: ADOPTED

Original Adopted Date: 09/18/2019 **| Last Reviewed Date:** 09/18/2019

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

   When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames

to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Policy 4119.24: Maintaining Appropriate Adult-Student Interactions

Status: DRAFT

Original Adopted Date: 09/18/2019

For purposes of this policy employees include interns, volunteers, contractors, and other persons with an employment relationship with the district.

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting, in accordance with this policy and Board Policy 4119.21/4219.21/4319.21 - Professional Standards. Such adults shall not engage in threatening, unsafe, unlawful, or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students.

The Board prohibits inappropriate conduct between employees and students. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. Initiating inappropriate physical contact

2. Attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature

3. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

4. Being alone with a student outside of the view of others

5. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

6. Maintaining personal contact with a student during or outside the school day that has no legitimate educational purpose, by phone, letter, text message, social media internet platforms, electronic communications, or other means of communication, without including the student's parent/guardian

   In accordance with Board Policy/Administrative Regulation 4040 - Employee Use of Technology, employees shall use district equipment or technological resources, when available, when communicating electronically with students. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

7. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

8. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

9. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

DRAFT

10. Addressing a student in an overly familiar manner, such as by using a term of endearment
11. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
12. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
13. Transporting a student in a personal vehicle without prior authorization
14. Encouraging students to confide personal or family problems and/or relationships
15. Disclosing personal, family, or other private matters to students or sharing personal secrets with students
16. Engaging in any conduct that endangers or threatens to endanger students, including, but not limited to, physical violence or threats of violence
17. Engaging in harassing or discriminatory behavior towards students, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
18. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
19. Using profane, obscene, or abusive language against students

Violations of Policy

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Board prohibits retaliation against anyone who reports a violation of this policy. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. Additionally, the Superintendent or designee may also notify law enforcement as appropriate.

DRAFT

Policy 4219.24: Maintaining Appropriate Adult-Student Interactions

Status: ADOPTED

Original Adopted Date: 09/18/2019 **| Last Reviewed Date:** 09/18/2019

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

   When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames

to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Policy 4219.24: Maintaining Appropriate Adult-Student Interactions

Status: DRAFT

Original Adopted Date: 09/18/2019

For purposes of this policy employees include interns, volunteers, contractors, and other persons with an employment relationship with the district.

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting, in accordance with this policy and Board Policy 4119.21/4219.21/4319.21 - Professional Standards. Such adults shall not engage in threatening, unsafe, unlawful, or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students.

The Board prohibits inappropriate conduct between employees and students. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. Initiating inappropriate physical contact

2. Attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature

3. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

4. Being alone with a student outside of the view of others

5. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

6. Maintaining personal contact with a student during or outside the school day that has no legitimate educational purpose, by phone, letter, text message, social media internet platforms, electronic communications, or other means of communication, without including the student's parent/guardian

   In accordance with Board Policy/Administrative Regulation 4040 - Employee Use of Technology, employees shall use district equipment or technological resources, when available, when communicating electronically with students. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

7. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

8. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

9. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

DRAFT

10. Addressing a student in an overly familiar manner, such as by using a term of endearment
11. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
12. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
13. Transporting a student in a personal vehicle without prior authorization
14. Encouraging students to confide personal or family problems and/or relationships
15. Disclosing personal, family, or other private matters to students or sharing personal secrets with students
16. Engaging in any conduct that endangers or threatens to endanger students, including, but not limited to, physical violence or threats of violence
17. Engaging in harassing or discriminatory behavior towards students, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
18. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
19. Using profane, obscene, or abusive language against students

Violations of Policy

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Board prohibits retaliation against anyone who reports a violation of this policy. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. Additionally, the Superintendent or designee may also notify law enforcement as appropriate.

DRAFT

Policy 4319.24: Maintaining Appropriate Adult-Student Interactions

Status: ADOPTED

Original Adopted Date: 09/18/2019 **| Last Reviewed Date:** 09/18/2019

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

   When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames

to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Policy 4319.24: Maintaining Appropriate Adult-Student Interactions

Status: DRAFT

Original Adopted Date: 09/18/2019

For purposes of this policy employees include interns, volunteers, contractors, and other persons with an employment relationship with the district.

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting, in accordance with this policy and Board Policy 4119.21/4219.21/4319.21 - Professional Standards. Such adults shall not engage in threatening, unsafe, unlawful, or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students.

The Board prohibits inappropriate conduct between employees and students. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. Initiating inappropriate physical contact

2. Attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature

3. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

4. Being alone with a student outside of the view of others

5. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

6. Maintaining personal contact with a student during or outside the school day that has no legitimate educational purpose, by phone, letter, text message, social media internet platforms, electronic communications, or other means of communication, without including the student's parent/guardian

   In accordance with Board Policy/Administrative Regulation 4040 - Employee Use of Technology, employees shall use district equipment or technological resources, when available, when communicating electronically with students. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

7. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

8. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

9. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

DRAFT

10. Addressing a student in an overly familiar manner, such as by using a term of endearment
11. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
12. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
13. Transporting a student in a personal vehicle without prior authorization
14. Encouraging students to confide personal or family problems and/or relationships
15. Disclosing personal, family, or other private matters to students or sharing personal secrets with students
16. Engaging in any conduct that endangers or threatens to endanger students, including, but not limited to, physical violence or threats of violence
17. Engaging in harassing or discriminatory behavior towards students, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
18. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
19. Using profane, obscene, or abusive language against students

Violations of Policy

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Board prohibits retaliation against anyone who reports a violation of this policy. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. Additionally, the Superintendent or designee may also notify law enforcement as appropriate.