"Our Community is Committed to Success for Every Child, Every Day"

HAPPY VALLEY UNION SCHOOL DISTRICT Est.1954

Happy Valley Elementary School District
Board of Trustees

Special Board Meeting Agenda

July 31, 2026 @ 11:00 a.m.
Happy Valley District Office
16300 Cloverdale Rd., Anderson, CA 96007

OPEN SESSION – 11:00 A.M.

1.0 Call to Order

2.0 Roll Call

3.0 Pledge of Allegiance

4.0 Approval of Agenda

5.0 Public Comment – Public Session Items not on the agenda, but within the jurisdiction of this body, may be addressed at this time or be submitted to the Superintendent in writing for Board consideration as an agenda item. Items not on the agenda are restricted in response and action by the Board and its members. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes (Government Code 54952). In order to protect the rights of all involved, complaints about employees should be addressed through the District complaint process. Speaking about a personnel issue at a Board meeting may prevent the Board from being able to act on it. Please see an administrator to initiate the complaint process.

5.1 Public Comment Session Opened
5.2 Items on the Agenda
5.3 Items not on the Agenda
5.4 Public Comment Session Closed

6.0 Discussion/Action Items:

6.1 Discussion/Action: Approve MOU with Cascade School District Re: Community Day School Services and Programs
6.2 Discussion/Action: Approve CBO Calendar for 2026/2027

7.0 Adjournment of Special Board Meeting

AGREEMENT BETWEEN
HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT
AND CASCADE UNION ELEMENTARY SCHOOL DISTRICT
REGARDING COMMUNITY DAY SCHOOL SERVICES AND PROGRAMS

This Memorandum of Understanding ("Agreement") is made by and between the Happy Valley Union Elementary School District ("Happy Valley") and Cascade Union Elementary School District ("Cascade"), referred to as a "Party" or collectively as the "Parties". The purpose of this Agreement is to set out the responsibilities of the Parties in conjunction with the operation of a community day school classroom on the Anderson Middle School to students who are enrolled at Happy Valley or Cascade school districts.

RECITALS

WHEREAS, the Parties are public school districts located within the County of Shasta and authorized to serve students in Transitional Kindergarten (TK) through eighth (8th) grade;

WHEREAS, Happy Valley has established a community day school in accordance with applicable laws and Education Code section 48662, entitled Happy Valley Community Day School ("School"), which can serve students in kindergarten (K) through 8th grades;

WHEREAS, Cascade desires to have the option to place students enrolled at Cascade at the School throughout the school year;

WHEREAS, Happy Valley desires to operate a community day school ("CDS") at the Anderson Middle School site as the facilities available to Happy Valley at its sites are not adequate in terms of space and separation from other students;

WHEREAS, the parties desire to collaborate to operate the School in compliance with the California Education Code and other applicable laws, and to cooperate in program, funding, facilities, and staffing requirements in a flexible manner to maintain compliance with applicable laws;

WHEREAS, both parties agree that their respective Boards of Trustees will each school year adopt findings, if warranted, by the required two-thirds vote, that satisfactory alternative facilities are not available for a community day school pursuant to Education Code section 48661, and if alternative facilities are available, the Parties agree to cooperate to determine if the School can be located at such alternative facilities;

WHEREAS, this Agreement has the purposes of clarifying the roles and responsibilities of the Parties with regards to the School;

NOW, THEREFORE, in consideration of the promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The recitals above are incorporated into this Agreement as terms.

2. **Term.** The term of this Agreement shall commence on July 1, 2026 and end on June 30, 2027, unless otherwise renewed or terminated as set forth below.

3. **Happy Valley's Responsibilities.** Happy Valley shall:

   a. Maintain the School as a community day school in compliance with the requirements of applicable laws during the term of this Agreement.

   b. Accept students referred by Cascade into the School, space and class size permitting.

   c. Record and track student attendance for Cascade students assigned to the School and provide such data to Cascade promptly.

   d. Ensure that students enrolled in the School have access to the resources and materials needed to participate in the School program and complete assigned work.

   e. Employ, compensate, supervise, and evaluate one full-time equivalent (FTE) (or lesser FTE if sufficient for School purposes) CDS teacher. Happy Valley will, if staffing levels permit and in its discretion, employ and assign a paraprofessional / instructional aide to the School. If needed, the Parties agree to meet promptly and discuss any cost sharing arrangement desired regarding the provision of a paraprofessional / instructional aide.

   f. Happy Valley assumes all responsibility for negotiating any decisions, effects, or impacts of this Agreement that may require negotiation with its bargaining units, and if such negotiations impact or hinder the Parties' performance of this Agreement, they agree to meet promptly and cooperate to amend this Agreement or take other steps as needed to resolve the matter(s).

   g. Ensure all assigned personnel meet California credentialing, fingerprinting, and legal employment requirements.

   h. Provide instructional materials, curriculum, and supplies unless otherwise agreed.

   i. Maintain all student records for Happy Valley enrolled students in compliance with federal and state confidentiality laws, unless legally transferred.

   j. Ensure compliance with special education, student services, and applicable

state/federal educational laws.

k. Coordinate with Anderson Middle School administration regarding schedules, student needs, and campus expectation, including operating the School's program in accordance with the academic calendar adopted by Cascade.

l. Provide transportation services as needed for Happy Valley enrolled student.

m. Reimburse Cascade for the actual cost of providing nutrition services to Happy Valley students enrolled at the School. Invoices to be submitted quarterly or at other intervals if the Parties so agree.

n. Designate an administrator for coordination and communication between the Parties.

4. **Cascade's Obligations.** Cascade shall:

a. Provide adequate classroom and instructional space on the Anderson Middle School campus.

b. Provide reasonable access to agreed-upon facilities such as restrooms, library, cafeteria, playground, and common areas as appropriate.

c. Provide nutrition services to Happy Valley students on the same basis as all other students, including snacks, meals, beverages, etc. Cascade will invoice Happy Valley for the actual costs of providing these services to Happy Valley students enrolled at the school.

d. Implement and coordinate campus safety procedures, emergency protocols, and visitor requirements.

e. Pay Happy Valley the sum of $20,000 per school year to contribute to the extra compensation costs necessary to assign personnel to the school, or such other amount as the Parties may mutually agree to. Cascade will provide this sum in quarterly installments, or at other intervals if the Parties so agree.

f. If Happy Valley does not or cannot provide a paraprofessional / instructional aide for the School, Cascade agrees to employ and assign one as promptly as possible. If needed, the Parties agree to meet promptly and discuss any cost sharing arrangement desired regarding the provision of a paraprofessional / instructional aide.

g. Cascade assumes all responsibility for negotiating any decisions, effects, or impacts of this Agreement that may require negotiation with its bargaining units,

and if such negotiations impact or hinder the Parties' performance of this Agreement, they agree to meet promptly and cooperate to amend this Agreement or take other steps as needed to resolve the matter(s).

h. Ensure all personnel meet California credentialing, fingerprinting, and legal employment requirements.

i. Include Happy Valley personnel in relevant campus safety trainings and operational procedures.

j. Maintain all student records for Cascade enrolled students in compliance with federal and state confidentiality laws, unless legally transferred.

k. Ensure compliance with special education, student services, and applicable state/federal educational laws.

l. Provide transportation services as needed for Happy Valley enrolled students.

m. Designate a site administrator for coordination and communication between the Parties.

5. Student Enrollment / Fiscal Responsibilities

a. Both Happy Valley and Cascade students may be assigned to and participate in the CDS classroom or program as mutually agreed by the Parties based on student needs, program capacity, and administrative approval.
b. Student placement shall be determined collaboratively by the Parties to best support academic success, behavior, intervention needs, and appropriate educational programming.
c. For purposes of average daily attendance (ADA) funding, each district shall retain ADA funding for students who are enrolled in and remain enrolled in the legal district of residence or district of attendance, in accordance with California Education Code and applicable attendance accounting regulations. Cascade acknowledges that, because it does not have a CDS program of its own, students assigned to the School may not qualify for additional CDS funding under state law.
d. Happy Valley shall claim ADA only for students enrolled through Happy Valley, and Cascade shall claim ADA only for students enrolled through Cascade Union. Attendance records shall be maintained accurately and shared as necessary for audit and compliance purposes.
e. If interdistrict attendance agreements, program transfers, or alternative attendance arrangements are implemented, ADA shall be assigned consistent with California law, written agreements, and any applicable agreements between the Parties.
f. Both parties agree to consult with their respective business services departments or legal counsel annually to ensure ADA reporting practices remain compliant

with California state requirements and maximize lawful fiscal benefit for both districts.

g. Each Party shall bear its own personnel and facilities costs unless otherwise agreed in writing by the Parties.
h. Any facility use fees, maintenance contributions, utility cost sharing, or material reimbursements that the Parties determine are necessary shall be mutually agreed upon in writing.
i. Except as outlined in this Agreement or as otherwise agreed in writing, no funds shall be transferred between the Parties for purposes of this Agreement. The Parties have determined that their respective obligations (Happy Valley personnel costs, Cascade facility costs) are mutually satisfactory. In the event costs to one Party become burdensome or alternative cost-sharing arrangements are desired, the Parties agree to meet promptly and discuss / agree upon such cost-sharing arrangements.

6. Special Education Services & Obligations.

a. A "student with a disability" is defined as any student who meets eligibility under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.) or Section 504 of the Rehabilitation Act (29 U.S.C. § 794 et seq.). The provisions set forth in this section pertain only to students with disabilities who are served at the School. These provisions do not apply to any other students with disabilities.

b. Each Party shall notify the other of any complaints related to a student or student's educational program including, but not limited to, complaints with the California Department of Education, Office of Administrative Hearings, and U.S. Department of Education Office for Civil Rights (or its successor agency(ies). Each Party shall cooperate fully with reasonable requests from the other Party for information and documentation related to such complaints to the extent allowed by law.

c. Each Party shall be responsible for offering and providing a Free Appropriate Public Education to students enrolled with that Party pursuant to the IDEA and related state laws, or Section 504, including providing and funding all specialized academic instruction, related services, and transportation as required by the student's IEP or Section 504 Plan.

d. The district at which a student is enrolled shall be responsible for ensuring that all IEP team meetings, Section 504 meetings, and other prerequisites are satisfied prior to assigning a student to the School.

e. The district at which a student is enrolled shall be responsible for arranging and coordinating all necessary IEP and Section 504 meetings in accordance with applicable state and federal law. The Parties agree to hold IEP and Section 504 meetings at mutually agreed upon dates and times. Happy Valley shall be

responsible for having the student's School teacher in attendance at IEP and Section 504 meetings as needed, and the district at which a student is enrolled shall be responsible for having all other required team members in attendance at IEP and Section 504 meetings.

f. Happy Valley's School personnel shall cooperate with respect to all child find duties for Cascade students at the School and will refer any student for whom assessment for 504 or special education eligibility may be warranted to Cascade. Happy Valley shall also notify Cascade of any assessment requests regarding Cascade students. The district at which a student is enrolled shall be responsible for conducting necessary special education assessments including, but not limited to, parent/staff requests for assessments and triennial assessments.

g. Notwithstanding any other provision of this Agreement, if the School is determined by the California Office of Administrative Hearings or a court of competent jurisdiction to be a student's "stay put placement," then the Parties shall continue permit the student to attend the CDS so long as the School remains the student's stay put placement.

h. To the extent any issues regarding a student's attendance in the School pursuant to this Agreement arise, the Parties shall meet and confer, and consult with the parent/guardian of the student as necessary to decide on a resolution consistent with the Education Code, IDEA, and Section 504 of the Rehabilitation Act.

7. **Separate Legal Entities.** The Parties agree they are separate government agencies, and no employee of a Party is an employee or agent of the other Party. This Agreement does not create an employment, partnership, joint venture or other relationship between the Parties. Each Party will have exclusive control of its own personnel, assets, and affairs. Neither Party assumes any liability, by virtue of this Agreement, for any debts or other obligations incurred by the other Party to this Agreement. No Party shall represent itself as an agent of the other Party except as needed to provide a sound educational program to students at the School.

8. Indemnification.

a. Happy Valley shall indemnify and hold harmless Cascade from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by the Cascade as a result of any breach of this Agreement by Happy Valley or any acts or omissions of Happy Valley, its employees or agents.

b. Cascade shall indemnify and hold harmless Happy Valley from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by the Happy Valley as a result of

any breach of this Agreement by Cascade or any acts or omissions of Cascade, its employees or agents.

9. **Mediation.** If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the Parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the Parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute. The Parties hereby agree to this Agreement and certify that the agreements made here will be honored.

10. **Termination**. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, or by mutual agreement. In the event of a termination, the Parties shall cooperate to ensure continuity of instruction. If required by special education, section 504, or other legal requirements regarding "stay put" or to otherwise ensure provision of FAPE, or for any other required strict, the District shall pay Contractor for all services performed and all authorized expenses incurred under this Agreement, supported by documentary evidence, and expense reports, up until the date of the termination or notice to cease provision of services. In the event of a termination by Contractor, the District shall have no obligation to pay Contractor for any services performed. Without invalidating the Agreement, the District may at any time order the Contractor to suspend all or a portion of the services required under this Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

11. **Insurance.** Each party shall secure and maintain in force during the entire term of this Agreement the following insurance coverage or an approved program of self-insurance with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority authorized to provide public liability and property damage insurance in the State of California.

a. General liability insurance with a limit of not less than $1,000,000 per occurrence, for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this agreement.
b. Automobile liability insurance with a limit of not less than $1,000,000 combined single limit per accident for bodily injury and property damage.
c. Workers' compensation insurance with limits statutorily required by the State of California, and employer's liability insurance with limits of not less $1,000,000 per occurrence.

d. The insurance policy(ies) may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that a Party's policy should have an exclusion for sexual abuse or molestation claims, that Party shall be required to procure a supplemental policy providing such coverage with limits of not less than $1,000,000 per occurrence.

12. **Record Retention.** All records related to this Agreement shall be retained for three (3) years from the close of the applicable fiscal year or longer if required by law.

13. **Miscellaneous Provisions.**

a. **Compliance with Law.** The Parties shall comply and conform to any applicable municipal, state, and federal laws, regulations, orders, permits, requirements and rules, as may be amended from time to time, relating to this Agreement throughout the entire Term of this Agreement and any extension or renewal thereof.

b. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) overnight mail or delivery service with proof of delivery; (2) email provided receipt is acknowledged; (3) personal delivery; (4) certified mail; or (5) by regular mail placed in the United States Mail, postage prepaid, as follows:

Cascade Union Elementary School District
1645 West Mill Street
Anderson, CA 96007

and
Happy Valley Union Elementary School District
16300 Cloverdale Road
Anderson, CA 96007

c. **Venue.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of California and venue shall lie in the appropriate court in Shasta County.

d. **Modifications.** No modifications, amendments, changes, or variations of any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of the District of Residence and Pleasant View.

e. **Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

f. **Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

g. **Survival of Covenants.** Notwithstanding termination of this Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of this Agreement.

h. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and this Agreement shall remain in full force and effect.

i. **Non-Discrimination.** There shall be no unlawful discrimination by either party under this Agreement because of race, color, national origin, age, ancestry, religion, sex, sexual orientation or other classification protected by law of such persons.

j. **Signatures.** Each person below warrants and guarantees that he/she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

k. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

AGREEMENT BETWEEN
HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT
AND CASCADE UNION ELEMENTARY SCHOOL DISTRICT
REGARDING COMMUNITY DAY SCHOOL SERVICES AND PROGRAMS

l. **Effective Date.** This Agreement shall become binding and effective upon approval by both the District of Residence and Pleasant View's Board of Trustees.

The Parties hereby have executed this Agreement as of the date first written above.

HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT

DATED: _____ By: _____
Gina Murphy, Superintendent

CASCADE UNION ELEMENTARY SCHOOL DISTRICT

DATED: _____ By: _____
Jason Provence, Superintendent

HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT

CBO (Chief Business Officer)

260/61 Days

(246/47 Work Days + 14 Holidays)

2026-2027 Calendar

JULY 2026 (22/22)

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026 (21/43)

Su	M	T	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2026 (20/63)

Su	M	T	W	Th	F	Sa
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27	28	29	30			

OCTOBER 2026 (22/85)

Su	M	T	W	Th	F	Sa
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NOVEMBER 2026 (17/102)

Su	M	T	W	Th	F	Sa
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29	30					

DECEMBER 2026 (21/123)

Su	M	T	W	Th	F	Sa
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JANUARY 2027 (19/142)

Su	M	T	W	Th	F	Sa
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31						

FEBRUARY 2027 (18/160)

Su	M	T	W	Th	F	Sa
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28						

MARCH 2027 (23/183)

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APRIL 2027 (22/205)

Su	M	T	W	Th	F	Sa
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MAY 2027 (20/225)

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JUNE 2027 (21/246)

Su	M	T	W	Th	F	Sa
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27	28	29	30			

Holidays

First/Last Day of School