



AGENDA
REGULAR 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 his/her academic and personal success in a global society.

Wednesday, May 1, 2019

Room: District Office Board Room

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

(Park and Enter Board Room in back of building)

Closed Session-No Closed Session

Open Session - 7:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. PUBLIC COMMENTS
- V. PRESENTATIONS
 1. Valley View Charter Montessori Student Representatives: Karlo Espinosa and Chloe Taguinod
 2. William Elementary School: Interim Principal Barbara Narez
 - Classified Employee of the Year: Coleen Vanderwall
 - Certificated Employee of the Year: Britni Miller
- VI. REPORTS
 1. Reports and Requests by Board Members
 2. Superintendent Report: Superintendent David Roth, Ph.D.

VII. CONSENT AGENDA

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

1. Agreement for Legal Services with Fagen, Friedman, and Fulfroft.
2. Declaration of Surplus –Rolling Hills
3. Overnight Field Trip Approval- Valley View Charter Montessori 4th Grade trip to Coloma Outdoor Discovery School, December 12-13, 2019. Reinhardt, Templeton, and Kellogg.

IX. NEXT MEETING

Park and enter Board Room from the back of the building.

Wednesday, May 15,2019, 7:00 P.M. District Office Board Room
5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762

X. ADJOURNMENT

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



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Buckeye Union School District (“Client”) and the law firm of Fagen Friedman & Fulfrost LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2019 through June 30, 2020:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Buckeye Union School District

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: March 27, 2019

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fagen Friedman & Fulfroost LLP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 6300 Wilshire Blvd. Suite 1700	Requester's name and address (optional)
6 City, state, and ZIP code Los Angeles, CA 90048	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
4 2 - 1 7 0 6 5 9 5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Fagen Friedman & Fulfroost LLP</i>	Date ▶ <i>1/2/2019</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Application for Board Approval
of
Overnight or Out-of-State Field Trip
(per Board Policy 6153)**

Date form submitted: 3/27/19 School site: VVCM

Class(es) Participating: Reinhardt, Templeton, & Kellogg
(VVCM 4th Grade)

Trip destination: Coloma Outdoor Discovery
School

Dates of Trip: December 12th & 13th, 2019

Educational standards supported by this trip:

California 4th Grade Standards:
4.1, 4.3, 4.4

Number of students attending: ~90 Number of chaperones: ~16

Request submitted by: Shantel Kellogg
Tawny Reinhardt
Melissa Templeton

Your Name:
Doug Phillips



Buckeye Surplus Form
School: Rolling Hills

Date:
3-14-19

Count	Room #	Description	Asset #	Serial Number	Reason for Surplus
1	Library book room	Laserjet 4014 printer	7066	CNDX116384	Non repairable failure, over 8 years old
2	Library book room	Elmo Document camera	1470	529108	Obsolete, over 8 years old
3	Library book room	Elmo Document camera	9484	529298	Obsolete, over 8 years old
4	Library book room	Elmo Document camera	9483	529307	Obsolete, over 8 years old
5	Library book room	Elmo Document camera	1460	529309	Obsolete, over 8 years old
6	Library book room	Elmo Document camera	1464	529301	Obsolete, over 8 years old
7	Library book room	Elmo Document camera	1450	529300	Obsolete, over 8 years old
8	Library book room	Elmo Document camera	1466	529325	Obsolete, over 8 years old
9	Library book room	Acer C720 chromebook	1302607	NXSHEAA004421039D07600	Damaged beyond repair
10	Library book room	Acer C720 chromebook	1303216	NXSHEAA0044310B1927600	Damaged beyond repair
11	Library book room	Acer C720 chromebook	1303217	NXSHEAA0044310B1917600	Damaged beyond repair
12	Library book room	Acer C720 chromebook	1303253	NXSHEAA0044310B1A77600	Damaged beyond repair
13	Library book room	Acer C720 chromebook	1303243	NXSHEAA0044310B1857600	Damaged beyond repair
14	Library book room	Acer C720 chromebook	1302596	NXSHEAA00442013B827600	Damaged beyond repair
15	Library book room	Acer C720 chromebook	1302601	NXSHEAA004421052E97600	Damaged beyond repair
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Administrator's Signature of Approval: 

Date: 3/15/19