

Golden Feather Union Elementary School Board Agenda
March 20, 2019

Meeting Location: Spring Valley Board Room
2771 Pentz Rd. Oroville, CA 95965

Time: 4:00 Closed Session 4:30 PM Open Session

For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3833 at least two days before the meeting date.

1. CALL TO ORDER – TIME:

BOARD OF TRUSTEES

Deborah Ingvaldsen	President	_____
Paula Neher	Clerk	_____
Don Saul	Trustee	_____
Reyna Lubner	Trustee	_____
Richard Miller	Trustee	_____

Josh Peete	Superintendent	_____
Pearl Lankford	Executive Assistant	_____

2. PUBLIC COMMENTS

3. CLOSED SESSION

3.1 Public Employee Discipline/Dismissal/Release

3.2 Conference with Labor Negotiator Josh Peete

4. CLOSED SESSION REPORT

5. FLAG SALUTE

6. APPROVAL TO VARY THE SEQUENCE

Motion _____ Second _____ Vote _____

7. PUBLIC COMMENTS

This is the time at which the President invites anyone in the audience: including district employees, wishing to address the Board on a matter not on the agenda to stand, state your name, and address for the record. Presentations will be limited to (3) minutes; maximum of (20) minutes to each subject matter. The board is prohibited by law from taking action or discussing any item if it is not listed on the agenda, unless permitted by law. For those wishing to address items on the agenda, time will be available as each agenda item is introduced.

8. 8.0 REPORTS

- 8.1. Superintendent School Report
- 8.2. CSEA
- 8.3. GFTA
- 8.4. Parents' Club
- 8.5. Board Members

9. CONSENT CALENDAR

- 9.1 Approval of Bill Warrants (2/21/19 –3/15/19) (REF)
- 9.2 Transfer Requests - None
- 9.3 February 27th and March 4th 2019 Board Minutes (REF)
Motion _____ Second _____ Vote _____

10.0 INFORMATION FOR DISCUSSION

- 10.1 Attendance
- 10.2 LCAP
- 10.3 19/20 Instructional Minutes
- 10.4 19/20 School Calendar
- 10.5 Board Goals
- 10.6 District Organization

11.0 ACTION ITEMS/NEW BUSINESS

11.1 Approval of 2nd Interim Budget (REF)

Motion _____ Second _____ Vote _____

11.2 Sexual Health Curriculum Adoption (first reading) (REF)

Motion _____ Second _____ Vote _____

11.3 School Innovations & Achievement Services Agreement 19/20 (REF)

Motion _____ Second _____ Vote _____

11.4 MOU BCOE/After School Program 18/19 (REF)

Motion _____ Second _____ Vote _____

11.5 Lynnette Mack 7 hr. Secretary 12/3/18 (post Camp Fire) CSEA MOU (REF)

Motion_____Second_____Vote_____

11.6 Emilia Erickson 5 hr. Custodian 12/3/18 (post Camp Fire) CSEA MOU (REF)

Motion_____Second_____Vote_____

11.7 Resignation – Valerie Chenoweth (REF)

Motion_____Second_____Vote_____

11.8 Approve 19/20 School Calendar (REF)

Motion_____Second_____Vote_____

11.9 Chico State Intern Agreement (REF)

Motion_____Second_____Vote_____

12.0 MOTION TO CONVENE TO CLOSED SESSION

Motion_____Second_____Vote_____

13.0 CLOSED SESSION REPORT

ADJOURNMENT Time:_____ Motion_____Second_____Vote_____

Checks Dated 02/21/2019 through 03/15/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-137120	02/21/2019	Chenoweth, Teresa L	01-4300		308.22
3005-137121	02/21/2019	Peete, Joshua J	01-4200	121.99	
			01-4300	460.90	
			Unpaid Tax	7.31-	575.58
3005-137122	02/21/2019	Uradzionek, Louis	01-4300		10.00
3005-137123	02/21/2019	HOME DEPOT CRC/GECFGECE DEPT 32 2649078221	01-4300		264.89
3005-137124	02/21/2019	K GAS	01-4300		636.13
3005-137125	02/21/2019	MJB Welding Supply Inc	01-4300		11.12
3005-137126	02/21/2019	OFFICE DEPOT	01-4300		136.53
3005-137127	02/21/2019	PITNEY BOWES PURCHASE POWER	01-5900		136.11
3005-137128	02/21/2019	WILGUS FIRE CONTROL INC	01-5800		157.00
3005-137893	02/28/2019	ACSA	01-5300		945.57
3005-137894	02/28/2019	BASIC LABORATORY INC ACCOUNTS RECEIVABLE	01-5800		1,255.00
3005-137895	02/28/2019	DigitalPath Inc	01-5800		599.85
3005-137896	02/28/2019	P G & E	01-5500		1,865.31
3005-137897	02/28/2019	PINES HARDWARE	01-4300		100.02
3005-137898	02/28/2019	Remind	01-5800		250.00
3005-137899	02/28/2019	SMALL SCHL DIST ASSOCIATION	01-5300		300.00
3005-137900	02/28/2019	STATE OF CALIFORNIA DOJ ACCOUNTING OFFICE	01-5800		96.00
3005-138263	03/05/2019	Twin Builders	01-5600		32,033.69
3005-138525	03/07/2019	BASIC LABORATORY INC ACCOUNTS RECEIVABLE	01-5800		645.40
3005-138924	03/12/2019	Klobas, Rachelle A	01-4300		64.35
3005-138925	03/12/2019	Peete, Joshua J	01-4300		9.99
3005-138926	03/12/2019	ALHAMBRA/SIERRA SPRINGS	01-4300		254.45
3005-138927	03/12/2019	Browsers 25HR Tow Inc	01-5800		270.00
3005-138928	03/12/2019	BUTTE COUNTY ELECTIONS DIV	01-5800		593.83
3005-138929	03/12/2019	Clark Pest Control Accounting Office	01-5800		145.00
3005-138930	03/12/2019	EDUCATIONAL DATA SYSTEMS ACCOUNTING DEPARTMENT	01-5800		10.28
3005-138931	03/12/2019	HOME DEPOT CRC/GECFGECE DEPT 32 2649078221	01-4300		122.07
3005-138932	03/12/2019	Oroville Safe Lock & Door	01-5800		162.87
3005-138933	03/12/2019	PINES HARDWARE	01-4300		28.11
3005-138934	03/12/2019	PITNEY BOWES PURCHASE POWER	01-5900		198.71
3005-138935	03/12/2019	THERMALITO UNION SCHOOL DIST	13-5200		1,095.53
Total Number of Checks			31		43,281.61

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	30	42,193.39
13	CafeteriaSpecialRevenueFund	1	1,095.53

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
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February 27, 2019 GFUESD Board Meeting Minutes
Location: Spring Valley School 2771 Pentz Rd. Oroville, CA 95965
Time: Closed Session 4:00 Open Session 4:30

CALL TO ORDER – TIME: 4:11 PM

BOARD OF TRUSTEES

Deborah Ingvaldsen	President	Present
Paula Neher	Clerk	Present
Don Saul	Trustee	Present
Richard Miller	Trustee	Present
Reyna Lubner	Trustee	Present

Josh Peete	Superintendent	Present
Pearl Lankford	Executive Assistant	Present

1. PUBLIC COMMENTS - None

2. CLOSED SESSION

2.1 Conference with Labor Negotiators – Josh Peete

2.2 Public Employee Discipline/Dismissal/Release

2.3 Liability Claim (G.C. 54956.95) Claimant: Molly Stinson. Agency Claimed Against: Golden Feather Union School District.

**2.4 Government Code Section 54957 – Public Employee Appointment/Employment
Title: Multiple Subject Teacher**

3. CLOSED SESSION REPORT – Board President Deborah Ingvaldsen reported that the board approved 1 Certificated Management Employee Non Reelect

4. FLAG SALUTE – Led by Mr. Saul

5. APPROVAL TO VARY THE SEQUENCE - None

6. PUBLIC COMMENTS - None

7.0 REPORTS

7.1 Superintendent School Report – Josh Peete reported on Concow School Projects / Spring Valley Projects/ Water Update.

7.2 CSEA – No Report

7.3 GFTA – No Report

7.4 Parents' Club – Planning for the Spring Fling

7.5 Board Members – Mr. Saul is helping repair the Spring Valley Amphitheatre.

8.0. CONSENT CALENDAR (Items may be pulled for discussion)

8.1 Minutes (January 7, 2019 and January 16, 2019) (REF)

8.2 Approval of Bill Warrants (1/12/19 – 2/20/19) (REF)

8.3 Interdistrict Transfers # 19 - #21

8.4 Quarterly Williams October – December 2018 (No Complaints)

Mr. Saul made the motion to approve. Seconded by Mr. Miller, the board voted 5-0 to approve. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

9.0 INFORMATION FOR DISCUSSION

9.1 Financial Report (Income Statement) (REF)

9.2 Attendance Report (REF)

9.3 LCAP/Low Performing Student Block Grant

9.4 Board Goals/Update

9.5 Spring Valley Garden

10.0 ACTION ITEMS/NEW BUSINESS

10.1 J-13 (CAMP FIRE) (REF)

Mr. Miller made the motion to approve. Seconded by Mr. Saul, the board voted 5-0 to approve. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

10.2 Review and Accept 17/18 Audit (REF)

Mrs. Neher made the motion to approve. Seconded by Ms. Lubner, the board voted 5-0 to approve. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

10.3 Accept Certificated Resignation – Darden (REF)

Mr. Saul made the motion to table. Seconded by Mr. Miller, and following discussion, the board voted 5-0 to table. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

10.4 Low Performing Block Grant Plan (REF)

Mr. Miller made the motion to approve. Seconded by Ms. Lubner, the board voted 5-0 to approve. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

10.5 Temporary Location Extension

Mr. Miller made the motion to approve the Spring Valley Temporary Location Extension for the 19/20 School Year. Seconded by Ms. Lubner, the board voted 5-0 to approve. Ayes: Ingvaldsen, Neher, Miller, Saul, Lubner.

10.6 Audit Findings Resolution (REF)

Mrs. Neher made the motion to approve. Seconded by Ms. Lubner, the board voted 5-0 to approve. Ayes, Ingvaldsen, Neher, Saul, Miller, Lubner

10.7 Independent Auditor Selection for 18/19 Audit (HM&S)

Mr. Saul made the motion to approve. Seconded by Mr. Miller, the board voted 5-0. Ayes: Ingvaldsen, Neher, Saul, Lubner, Miller.

11.0 MOTION TO CONVENE TO CLOSED SESSION – Mr. Saul made the motion, seconded by Mr. Miller. The board voted 5-0. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

12.0 CLOSED SESSION REPORT – Board President Deborah Ingvaldsen reported out that the board has consensus to add “Non Reelect” to Special Mtg. Agenda.

ADJOURNMENT Time:6:40 Motion: Mr. Miller Second: Mr. Saul Vote: 5-0

March 4, 2019 GFUESD Special Board Mtg. Minutes

Location: Spring Valley School

1. Call to Order at 7:50. Present: Ingvaldsen, Saul, Miller, and Lubner. Mrs. Neher arrived at 7:55.
2. Public comment – None
3. Mr. Saul made the motion to adjourn to closed session. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Lubner, Miller.
4. Closed: Public Employee Discipline/Dismissal/Release. (Adopt Resolution 8 2018-2019 Non Re-Election of Certificated Probationary Employee). – Board President reported out that “During the closed session held earlier this morning, the Board adopted a resolution pursuant to Ed Code section 44929.21 and authorized the District’s Superintendent to notify a teacher of release from his probationary position. Motion: Saul Second: Miller Vote: 5-0 Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.
5. Flag Salute led by Mr. Saul
6. No Public Comment
7. Certificated Resignation (Darden). – Mr. Miller made a motion to rescind his table. Seconded by Mr. Saul and following discussion, the board voted 5-0. Ayes: Ingvaldsen, Neher, Saul, Lubner, Miller.
8. Public Hearing (Administrator Ratio) – Mr. Saul made a motion to adjourn to public hearing. Seconded by Mr. Miller, the board voted 5-0. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.
9. Public Hearing (No comments)
10. Motion to reconvene. – Mr. Saul made the motion. Seconded by Mr. Miller, the board voted 5-0. Ayes: Ingvaldsen, Neher, Miller, Lubner, Saul.
11. Board Approval of 19/20 CDE Administrator Ratio Waiver – Mr. Saul made the motion to approve. Seconded by Mr. Miller, the board voted 5-0. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.
12. Mr. Saul made a motion to adjourn at 8:05. Seconded by Mr. Miller, the board voted 5-0 to adjourn. Ayes: Ingvaldsen, Neher, Saul, Miller, Lubner.

FAST FACTS ABOUT THE CALIFORNIA HEALTHY YOUTH ACT

In January 2016, California adopted a new law covering comprehensive sexual health education and HIV prevention education in public schools, Education Code Sections 51930-51939 (AB 329). Here are some facts about the law.

- **Comprehensive sexual health and HIV prevention education is required** at least once in middle school and at least once in high school. Abstinence-only instruction is not permitted.
- **All instruction in all grades must be age-appropriate and medically accurate** (meaning accepted by organizations like the American Academy of Pediatrics) and **may not promote religious doctrine**. All elements of the instruction must be in alignment with each other.
- **Sexual health education must respect and address the needs of students of all genders and sexual orientations**. Instruction must affirmatively recognize different sexual orientations and be inclusive of same-sex relationships when providing examples of couples or relationships. It must also teach about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes.
- **Beginning in grade 7**, instruction must include information about the safety and effectiveness of all FDA-approved methods of preventing pregnancy and transmission of HIV and other sexually transmitted infections (including condoms, contraceptives, and antiretroviral treatment) and abstinence. It must also include information about HIV, pregnancy, sexual harassment, sexual assault, healthy relationships, and sex trafficking, as well as local resources for accessing care and students' rights to access care.
- **Parents must be notified** that their student will receive sexual health and HIV prevention education and be allowed to view the materials prior to instruction. Parents/guardians may remove their student from the instruction by submitting a request in writing.
- **Teachers or outside speakers must have training in and knowledge of the most recent medically accurate research on the topic**. District must also periodically provide training to all district personnel who provide HIV prevention instruction. Outside organizations or speakers must also follow all laws when they present.
- **Instruction must be appropriate for students with disabilities, English language learners, and students of all races and ethnic and cultural backgrounds**. Schools must make sure that all students can get sexual health education and HIV prevention education in a way that works for them.

THIS RESOURCE WAS DEVELOPED BY THE ACLU OF CALIFORNIA,
A collaboration of the ACLU of Northern California, the ACLU of Southern California, and the ACLU of San Diego & Imperial Counties

For more information, go to http://www.aclunc.org/sex_ed.

If you are concerned that your school is not following the law, contact the ACLU for help.

Sexual Health Education

A comprehensive evidence-based sexual health and teen pregnancy prevention curriculum for grades 7-12 and out-of-school youth, written in compliance with the updated California Education Code including "The California Healthy Youth Act" (AB 329) and "Sexual Harassment and Violence Instruction" (SB 695) and the National Health Education Standards.

CURRICULUM NEWS & UPDATES

Positive Prevention *PLUS* in Full Compliance with the California Healthy Youth Act

We are pleased to announce that the 2016 versions of middle school and high school Sexual Health Education curricula are now fully aligned with the CA Healthy Youth Act (AB 329).

[Read More →](#)

LESSON TOPICS

SEXUAL HEALTH EDUCATION PRODUCTS

! ATTENTION OUT-OF-STATE OAH GRANTEES:

Many OAH grantees are ordering the 2016 edition of Positive Prevention *PLUS*. This edition contains the same original eleven lessons which were evaluated in the OAH-TTP Tier I Research Project, plus two additional lessons (on STDs and Safe Surrender per California requirements). You may either exclude these extra two lessons from your program, or use them by submitting an OAH Adaptation Request Form.

[ABOUT](#) [PARTNERS](#) [FAQS](#) [CONTACT](#) [SIGN UP](#)

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Upper Elementary Sexual Health

A comprehensive sexual health education curriculum for grades 4–6, written in compliance with the National Health Education Standards and the National Sexuality Education Standards.

LESSON TOPICS

- Getting Started: Classroom Ground Rules, Preview to Lessons, Sexual Development
- Physical, Emotional and Social Changes During Puberty
- Human Reproduction
- Hygiene
- Diseases and Their Transmission
- Friendship
- Boundaries and Bullying
- Staying Healthy

[Upper Elementary School Curriculum Preview Sample →](#)

SPECIAL FEATURES

- Teacher-Friendly Lessons with Opening and Closing Animations
- Pre-Post Tests and Daily Wrap-Up worksheets
- Family Home Assignments
- Masters for Student Activity Cards
- Downloadable support materials with teacher's lesson slides



MULTIPLE SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2019, (the "Agreement") is made by and between Golden Feather Union Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services; and

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term.** This Agreement begins July 1, 2019 (the "Effective Date"). The first year of the Agreement will be July 1, 2019 through June 30, 2020. Each subsequent year will begin on July 1st and end on June 30th. The initial term of this Agreement (the "Initial Term") shall be three (3) years and shall automatically renew for successive three (3) year terms (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Exhibit A, Section 3.

Notwithstanding the foregoing, the Term shall be automatically extended for three (3) years from the effective date of any Addendum to this Agreement and all terms and conditions of this Agreement shall remain in effect for the duration thereof.

2. **Services.** SI&A agrees to provide District consulting services ("Services") as outlined in Exhibits B and C during the Agreement Term.

3. **District's Obligations.**

- 3.1 **District Responsibilities and Obligations.** District shall be responsible for the following:
 - (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and

(b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 **For Districts that elect the Mandate Block Grant.** The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees.**

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, above, District agrees to pay SI&A:

- **\$4,100** annually (see chart below) ("Discounted Annual Fee") if Agreement is received on or before March 31, 2019, or
- **\$4,300** annually (see chart below) ("Standard Annual Fee") if Agreement is received after March 31, 2019.

Services	Discounted Annual Fee	Standard Annual Fee
Good Governance and Program Advisory Services	4,100	4,300
SARC Services (see Attachment C-1—Price Quote for Services)	Included	Included
Total Annual Fee	\$4,100	\$4,300

5.2 Payment Plan. The Fee is payable as follows:

	Agreement Received By Date	<u>Year 1</u> <u>07/01/19 - 06/30/20</u> Due 07/01/19	<u>Years 2 and beyond</u> <u>July 1st to June 30th</u> <u>for fiscal years 20/21 and beyond</u> Due July 1st of years 2020 and beyond
Discounted Annual Fee	On or Before March 31, 2019	\$4,100	\$4,100
Standard Annual Fee	After March 31, 2019	\$4,300	\$4,300


5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

Signature: 
Date Signed: 1/30/2019
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

DISTRICT:

**GOLDEN FEATHER UNION
ELEMENTARY SCHOOL DISTRICT**

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than sixty (60) days prior to expiration of the current Term (Initial or Successive) within the Agreement Term. The effective date of termination shall be the expiration of such current Term of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES

During the Agreement Term, SI&A agrees to provide District the following Good Governance and Program Advisory services:

- (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and
 - (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Term.
- (b) Hold training sessions for District's staff during the Agreement Term, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Conduct interviews with District staff and document processes regarding mandate programs;
- (d) Conduct a review of the District's Comprehensive School Safety Plan to determine areas of deficiency and training needs;
- (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District's mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Term;
- (h) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to K-12 Daily. K-12 Daily is an online trusted source for what's News in Education. Reporting is aimed at an audience of educators, school administrators and policy-makers.

EXHIBIT C

SARC SERVICES

During the Agreement Term, SI&A agrees to provide District the following SARC Services:

- (a) Compile the 2018/19, 2019/20 and 2020/21 SARC (in English) for each school site as indicated in Attachment C-1 – Price Quote for Services (“School Sites during the Initial Term. Compile the next three (3) successive FY SARC in the Successive Term(s) for the entire length of the Agreement Term. This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school’s conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.*, and (d) Title I, Section 1111(b)(2)(H). Upon District’s request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Attachment C-1 – Price Quote for Services;
- (b) In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;
- (c) Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District’s request, more copies will be provided for an additional fee, which shall be billed separately;
- (d) Serve as District’s liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;
- (e) Maintain appropriate record keeping practices per State regulations;
- (f) Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District’s proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District’s review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Attachment C-2 – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and
- (g) Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Attachment C-2 – SARC Format Checklist).

ATTACHMENT C-1

PRICE QUOTE FOR SERVICES

DISCOUNTED ANNUAL FEE

(If Agreement is received on or before March 31, 2019)

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	2	800	Included
Spanish Translation			
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			Included

STANDARD ANNUAL FEE

(If Agreement is received after March 31, 2019)

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	2	850	Included
Spanish Translation			
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			Included

SCHOOL SITES

Concow Elementary
Golden Feather Community Day

ATTACHMENT C-2

SARC FORMAT CHECKLIST

Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. Page Layout.

- ☐ Single-Sided
- ☐ Double-Sided
- ☐ Legal Size

2. Photos.

- ☐ Stock
- ☐ District Supplied*

** SI&A may work with up to four (4) of District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in black and white. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC. If District does not have parental consent for the photos, SI&A suggests taking pictures of students' backs (for example, taking a picture from the rear of a classroom, showing the front chalkboard and teacher).*

3. District's District Contact.

Name: _____
Telephone: _____
E-mail: _____

4. Production Schedule; Deadlines.

- a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.
- b. Critical phases of the Production Schedule include the following:
 - i. Questionnaires to be completed by District and submitted to SI&A;
 - ii. SI&A's first SARC draft submission and District's review;
 - iii. District's requested revisions of SARC provided to SI&A; and
 - iv. SARC is published and shipped.

- 5. Translation Services.** If District has contracted for any translation services, these services require an additional time to complete once all English SARC's are completed.

If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!

Memorandum of Understanding
Between
Golden Feather Union Elementary District
and
Butte County Office of Education

Purpose

This memorandum of understanding establishes a formal working relationship between Golden Feather Union Elementary District and Butte County Office of Education acting as partners in the After School Education and Safety Program (ASES). The goals and objectives of our collaboration are to expand learning opportunities for students, families, and community members; to provide academic, enrichment, mentoring, and tutoring educational support; to develop cultural and linguistic competence; to offer opportunities for after school and summer recreation; to provide center-based and linked health, social, and safety services; to provide technology and career training to students; and to expand school and community participation in drug-free, supervised, and fun activities to be provided in safe learning environments. The After School Education and Safety Program Universal Grant requires sites to provide at least 33% cash or in-kind matching funds (no more than 25% of the match requirement can be fulfilled by facilities or space usage).

Description of Services

Golden Feather Union Elementary District will support the After School Education and Safety Program (ASES) at Concow Elementary by its commitment to support site administration, food services, facility use, and provide the opportunity for connection with the regular day programming particularly in literacy and math. In addition, the district will provide student academic test scores, attendance and behavior data and other materials needed for comprehensive state and local evaluation.

Facility Usage Amount: \$ 5,016

Custodial Services Amount: \$ 6,984

Additional ASP Staff \$ 5,427

Supper Administration: \$ 17,225

Support Staff: \$ 2,000

May include but not limited to front office support, data collection assistance for (i.e. student academic test scores, regular day attendance, etc.).

Administration: \$ 1,000

May include but not limited to representation in governance and evaluation, recruitment, outreach, communication, use of equipment, desk space, technology and the integration of existing educational, enrichment, health, and recreational programs and services.


In-kind dollar amount of program support: \$ 37,652

Terms

The terms of this MOU shall commence on July 1, 2018, and shall extend through June 30, 2019 or unless either partner gives prior written notice of termination. This MOU may be modified or terminated in thirty (30) days upon written notice of intention to terminate the agreement with or without cause.

Golden Feather Union Elementary District

Butte County Office of Education


Josh Peete - Superintendent

Tim Taylor - Superintendent


Date

Date

Custodial cost estimate based on a per classroom amount of \$6,984 which correlates to the amount BCOE charges districts for these services.

Supper Program administration cost estimate based on prior year's attendance (number of students served x \$3.31 x 180 days).

Support staff cost estimate based on \$5,000 per site limited by total in-kind donation amount

Administration cost estimate based on \$7,500 per site limited by total in-kind donation amount



Tim Taylor
Superintendent

Michelle Zevely
Assistant
Superintendent

Julie Jarrett
Director
Expanded Learning
Programs

Stacey Malcolm
Program Manager

Tammy Long
Senior
Administrative
Assistant

**Board of
Education**

Amy Christianson
Howard M. Ferguson
Ryne Johnson
Jeannine MacKay
Brenda J. McLaughlin
Roger Steel
Mike Walsh

1859 Bird Street
Oroville, CA 95965
(530) 532-5613
Fax (530) 532-5699
<http://www.bcoe.org>

August 2018

Dear Superintendent:

I recently had the opportunity to update the MOU required for this school year (2018-2019) to support your After School Education and Safety (ASES) Program grant.

I have attached a copy of your district MOU for review and if needed school board approval. Upon approval, I will request that you please sign and date a copy for our audit records. Please feel free to give me a call so that I can arrange for pick-up.

The ASES grant funding requires the following from each school site receiving funds:

Each site will provide at least 33 percent cash or in-kind local matching funds from the school district, government agencies, community organizations, or the private sector for each dollar expended in grant funds. Not more than 25 percent of the match requirement will be fulfilled by facilities or space usage.

In addition to site match, the program also has MOUs from a vast array of community partners that support our program through special services such as trainings, enrichment activities and resources.

The in-kind dollar amount for your snack/supper contribution is calculated utilizing the following reimbursement rates. The state allows us to calculate this figure by utilizing the actual attendance figures from the previous year and multiplying that figure by .91 cents (snack). If your site participates in the Supper Meal Program then we multiply by \$3.31.

Please feel free to make changes or revisions to the attached copy, and do not hesitate to give me a call with your questions. As always, it has been a pleasure to serve you and your students with after school services and expanded learning opportunities.

Best Regards,

Julie Jarrett

Attachment: 2018-2019 MOU

Valerie Chenoweth
1107 Corona Avenue
Oroville, CA 95965
(530) 282-6294
valeriechenoweth@gmail.com

Josh Peete
Superintendent – Golden Feather Union Elementary School District
Principal – Concow School
2771 Pentz Road
Oroville, CA 95965

March 8th, 2019

Dear Mr. Peete,

Please accept this letter as my formal resignation as elementary teacher for Concow School. Unfortunately, I am unable to accept the offer which has been extended to me to continue as a teacher at Concow School for the 2019/2020 school year. I fully intend on fulfilling my contractual obligation for the remainder of the 2018/2019 school year. My last day will be June 5, 2019.

Thank you for the support and leadership you have provided me this year. It has been an honor to be part of your staff. I will always cherish the time I have spent as a Concow Eagle.

I wish you and the school all the best.

Best regards,
Valerie Chenoweth

A handwritten signature in cursive script that reads "Valerie Chenoweth". The ink is dark and the signature is fluid, with the first name "Valerie" being more prominent than the last name "Chenoweth".

Daily Bell Schedule

Grades TK / K	Grades 1-8
8:15 – 8:30: Breakfast in Cafeteria	8:15 – 8:30: Breakfast in Cafeteria
8:30 – 8:40: All School Flag Salute / Morning Announcements	8:30 – 8:40: All School Flag Salute / Morning Announcements
8:40 – 10:00: Instructional Minutes	8:40 – 10:00: Instructional Minutes
10:00 – 10:15: All School Recess	10:00 – 10:15: All School Recess
10:15 – 12:00: Instructional Minutes	10:15 – 12:00: Instructional Minutes
12:00 – 12:30: All School Lunch	12:00 – 12:30: All School Lunch
12:30 – 2:40: Kindercare	12:30 – 2:40: Instructional Minutes

Updated: 7/12/18

2018/2019
Golden Feather, 180 Days

	Kinder	1st to 8th	
Regular Days (156)			156
Start time	8:30	8:30	
End Time	12:35	2:40	
Total Minutes	245	370	
Lunch	30	30	
Recesses	15	15	
Daily Instr. Min.	200	325	
Annual Instr. Min.	31,200	50,700	
Short Tuesdays (15)			15
Start time	8:30	8:30	
End Time	12:35	1:55	
Total Minutes	245	325	
Lunch	30	30	
Recesses	15	15	
Daily Instr. Min.	200	280	
Annual Instr. Min.	3,000	4,200	
Minimum Days (9)			9
Start time	8:30	8:30	
End Time	12:30	12:30	
Total Minutes	245	240	
Lunch	0	0	
Recesses	15	15	
Daily Instr. Min.	230	225	
Annual Instr. Min.	2,070	2,025	
Total Annual Minutes	36,270	56,925	180