

**Golden Feather Union Elementary School District
Annual Organizational & Regular Board Meeting
December 19, 2018**

1

Meeting Location: Spring Valley School 2771 Pentz Rd. Oroville, CA 92965 (530)533-3833
Time: Closed Session 3:30 / Open Session 4:00

*For persons wishing to review the full agenda packet, one is available in the lobby at the district office.
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.*

1.0 Roll Call Time: 3:30

BOARD OF TRUSTEES

Deborah Ingvaldsen	President
Paula Neher	Clerk
Don Saul	Trustee
Richard Miller	Trustee
Reyna Lubner	Trustee
Josh Peete	Superintendent
Pearl Lankford	Executive Assistant

*Public Comment

Closed Session: Time in: _____ Time out: _____

2.0 CLOSED SESSION

2.1 Conference with Labor Negotiator – Josh Peete

2.2 Public Employee Discipline/Dismissal/Release

2.3 Liability Claim (G.C. 54956.95) Claimant: Molly Stinson. Agency Claimed Against: GFUSD

Report Out:

3.0 Flag Salute

4.0 Approval to Vary the Sequence

**5.0 Certificate of Appointment in Lieu of Election Oath of Office– Ingvaldsen, Miller, Lubner,
and Saul**

6.0 Motion to Adjourn to the Annual Organizational Meeting

7.0 Annual Organizational Meeting

7.1 Election of Officers

President _____ Motion _____ Second _____ Vote _____

Clerk _____ Motion _____ Second _____ Vote _____

7.2 Designation of Date/Time of Regular Board Meetings

Date/Time _____ Motion _____ Second _____ Vote _____

7.3 Motion to reconvene

**Golden Feather Union Elementary School District
Annual Organizational & Regular Board Meeting
December 19, 2018**

2

Motion_____Second_____Vote_____

8.0 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 presented 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.*

9.0 Reports

9.1 Superintendent Report

9.2 CSEA

9.3 GFTA

9.4 Parents' Club

9.5 Board Members

10.0 Consent Calendar

These items are routine and will be enacted by one motion. Board members may request that an item be removed from the Consent Calendar for discussion or action.

10.1 Interdistrict Transfer- #15

Motion_____Second_____Vote_____

11.0 Information For Discussion

11.1 Spring Valley/Concow Update

11.2 Spring Valley Security

11.3 LCAP/Dashboard

12.0 Action Items-New Business

12.1 Op Tech 1 Increase Hrs. (40 hrs. per week)

Motion_____Second_____Vote_____

12.2 Capital Facilities Report 17/18 - REF

Motion_____Second_____Vote_____

12.3 Approve Additional Daily Administration Support (Temporary Position Due to Camp Fire).

Motion_____Second_____Vote_____

**Golden Feather Union Elementary School District
Annual Organizational & Regular Board Meeting
December 19, 2018**

3

12.5 After School Program MOU 18/19- REF

Motion_____Second_____Vote_____

12.6 Resolution #7 Provide Board President Authority to Take Action (REF)

Motion_____Second_____Vote_____

12.7 Approval of Board Goals (REF)

Motion_____Second_____Vote_____

12.8 Agreement For Professional Services DWK (REF)

Motion_____Second_____Vote_____

13.0 Motion to Convene to Closed Session

Motion_____Second_____Vote_____

*Closed Session
Report Out:

14.0 Motion to Adjourn

Motion_____Second_____Vote_____

Golden Feather Union Elementary School District
Capital Facilities 2017/18
Fund 25

Beginning Balance 149,581.97

Income

Interest Income	2,088.53
Adjustment to FMV of Cash	(1,713.77)
Transfers In	0.00
Developer Fees	17,808.13
Total Income	18,182.89

Expenditures 0.00

Ending Balance 167,764.86

Detail of Expenditures

N/A

Developer Fees As
A % Of Costs

Total	0.00	0%
-------	------	----

Developer Fee Rates

Residential	\$3.48 per square foot
Commercial/Industrial	\$0.56 per square foot

Note: For the above rates Golden Feather keeps \$2.09 per square foot for residential and \$0.33 per square foot for commercial with the remaining amount going to the high school district.

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on November 30, 2018, by and between the Golden Feather Union Elementary School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from November 30, 2018, through and including November 29, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.


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

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

Mr. Josh Peete
Superintendent

Date

DANNIS WOLIVER KELLEY



Matthew P. Juhl-Darlington
Attorney at Law

11/30/2018_____
Date

At its public meeting of _____, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SAN FRANCISCO
275 Battery Street
Suite 1150
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
115 Pine Avenue
Suite 500
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

SAN RAFAEL
4040 Civic Center Drive
Suite 200
San Rafael, CA 94903
TEL 415.543.4111
FAX 415.543.4384

CHICO
2485 Notre Dame Boulevard
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO
1065 Higuera Street
Suite 301
San Luis Obispo, CA 93401
TEL 805.980.7900
FAX 916.978.4039

MATTHEW P. JUHL-DARLINGTON

Attorney at Law
mdarlington@DWKesq.com

Chico

November 30, 2018

Mr. Josh Peete
Superintendent
Golden Feather Union Elementary School District
11679 Nelson BAr Road
Oroville, CA 95965

Re: 2018 - 19 Agreement for Professional Services

Dear Mr. Peete:

Thank you for the opportunity to provide legal advice and counseling services to the Golden Feather Union Elementary School District. As a law firm that specializes in representing school and community college districts, we understand the vital role our services play in the important work you do.

In recognition of the financial challenges you face, DWK has not raised their hourly rate ranges in the last three years. For 2018-19, our rate ranges are increasing slightly. Attorneys on your team may increase in a range from zero to \$15/hr. We will continue to offer the District the efficient and prompt service you have come to expect.

We look forward to serving the District in the coming school year. Please sign both originals of the agreement, insert the date of Board approval, and return one signed original to our office in the envelope provided.

Best regards,

DANNIS WOLIVER KELLEY



Matthew P. Juhl-Darlington

Enclosures

Resolution No. 07-18/19

RESOLUTION TO PROVIDE BOARD PRESIDENT AUTHORITY TO UNILATERALLY TAKE ACTION ON BEHALF OF THE GOVERNING BOARD TO AID FIRE RECOVERY EFFORTS OF THE GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

WHEREAS, the Board of Education for the Golden Feather Union Elementary School District was elected to determine policy and approve programming for the students of the district, within the confines of both federal and state statutes governing education.

WHEREAS, the Board is also the employer of certificated, classified and non-represented employees of the Golden Feather Union Elementary School District per federal and state law. These employees provide many services to our students such as teaching, providing instructional support, transporting children, serving meals to our students and keeping our campuses safe. The employees are also responsible for maintaining the Golden Feather Union Elementary School District properties, and routinely take care of all the facility upkeep and regular maintenance of the same.

WHEREAS, on or about November 8, 2018, the Golden Feather Union Elementary School District suffered a great calamity as our local geographic region was engulfed by fires that raged over thousands of acres. These fires caused region wide evacuations across Butte County.

WHEREAS, the fires resulted in loss of lives and property across the region that is unparalleled. Members of our community have lost all their belongings as their homes have been destroyed, students have been displaced because their family residence is uninhabitable and our employees have experienced varying degrees of loss, from damaged properties to completely burnt down houses. The environmental and human impact of these fires are beyond measure. The Golden Feather Union Elementary School District schools have been closed since November 9, 2018 and expect to be remain closed through November 30, 2018.

WHEREAS, the Golden Feather Union Elementary School District has various school sites and properties that have been affected by fire, smoke, and ash. Our fire recovery efforts require that all school sites receive a deep cleaning prior to having students and staff return.

WHEREAS, the Golden Feather Union Elementary School District has an urgent and unique need to expedite all fire recovery matters so that our students and staff return to some normalcy

and that we refocus on our mission to educate our students. However, the ability to expedite recovery, however fractured it might be, is limited by the regular meeting schedule of the Governing Board of Education which has two regularly scheduled board meetings every month. We also have the ability to have special board meetings and the Governing Board will continue to use these meetings to discuss all matters as needed.

WHEREAS, there are many fire recovery related matters that require immediate attention and decision making to begin normalizing the recovery efforts of the Golden Feather Union Elementary School District so that we can return to the business of educating students and returning our employees to safe and clean worksites.

RESOLVED, that the Golden Feather Union Elementary School District Board of Education hereby, based on this record, authorizes the President of the Governing Board of the Golden Feather Union Elementary School District to act on their behalf and unilaterally make decisions on behalf of the Governing Board of the Golden Feather Union Elementary School District on fire recovery related matters to expedite recovery, teaching and district operations. This grant of authority is limited to fire recovery matters and until June 30, 2018.

PASSED and ADOPTED BY the Governing Board of the Golden Feather Union Elementary School District on this 19th day of December 2018, by the following votes:

AYES: _____

NOES: _____

ABSENT OR NOT VOTING: _____

, President

Attest:

, Clerk

Golden Feather Union School District

Board of Trustee Goals

Updated: 12/19/18

1. Spring Valley Staffing / Configurations

2. Security / Key Policy