

GFUESD ~~May 18~~, 2022 Board Agenda  
Rescheduled to May 25, 2022 at 5:00

Meeting Location: 2771 Pentz Rd. Oroville, CA 95965 (530)533-3467

*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 [jpeete@gfUSD.org](mailto:jpeete@gfUSD.org) at least two days before the meeting date.*

**1. CALL TO ORDER – TIME:**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	_____
Rich Miller	Clerk	_____
Don Saul	Trustee	_____
Matt Morris	Trustee	_____
Shelly Mitchell	Trustee	_____
Josh Peete	Superintendent	_____
Pearl Lankford	Executive Assistant	_____

**2. Flag Salute/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

**3. MOTION TO ADJOURN TO Public Hearing – Proposal For Implementing School Facility Fees as Authorized by Ed Code Section 17620 and Government Codes 65995**

**3.1 Public Hearing**

**4. Motion to Reconvene**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**5. APPROVAL TO VARY THE SEQUENCE**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**6. REPORTS**

- 6.1. Superintendent School Report/Board Goals**
- 6.2. CSEA**
- 6.3. GFTA – Intervention Update**
- 6.4. Parents' Club**
- 6.5. Board Members**

**7.0 CONSENT CALENDAR**

- 7.1 Minutes April 6, 20 and Board Minutes (REF)**
- 7.2 Approval of Bill Warrants (4/12/22 – 5/12/22) (REF)**
- 7.3 Williams Quarterly Jan – March 2022 (No Complaints) (REF)**
- 7.4 Transfer Requests #21-27**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**8.0 INFORMATION FOR DISCUSSION**

- 8.1 Summer School**

**9.0 ACTION ITEMS**

- 9.1 Approve Developer Fee Study/Resolution 22-6 (REF)**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- 9.2 Approve 22.23 Instructional Calendar/Minutes/Bell Schedule (REF)**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- 9.3 Approval "STEMTAUGHT" Science Curriculum First Reading (REF)**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- 9.4 Approval "GoMath" Curriculum First Reading (REF)**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- 9.5 Swimming Program Lifeguard Emilia Erickson**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.6 Approve DON and SON 2022/2023 (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.7 Approve Uznanski Voluntary Reassignment to 5 hr. Paraeducator 22/23 School Year**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.8 Approve Mason Voluntary Reassignment to 6 hr. Paraeducator 22/23 School Year**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.9 Approve Mason Voluntary Reduction .25 Vehicle Driver 22/23 School Year**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.10 Campus Supervisor Resignation (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.11 BCOE Technology Agreement 2022 (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.12 Campus Supervisor Resignation (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.13 CSEA Initial Proposal 22-23(REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.14 Dannis Woliver Kelly 22-24 Agreement (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.15 Board Member Resignation – Deborah Ingvaldsen (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.16 BCOE Data Services and Con App Agreement 22/23 (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.17 Approve North Valley Community Foundation – Facility Update and Remodel for Golden Feather Pool Grant (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**9.18 Update AR 5121 Grades/Evaluation of Student Achievement (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**10 MOTION TO ADJOURN TO CLOSED SESSION**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**10.1 Conference with Labor Negotiator – Josh Peete**

**10.2 Discipline/Dismissal/Release**

**11 CLOSED SESSION REPORT**

**12 ADJOURNMENT Time:\_\_\_\_\_ Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_**

Level I Developer Fee Study  
for  
Golden Feather Union  
Elementary School District

May 6, 2022

Josh Peete, Superintendent

Board of Trustees

Deborah Ingvaldsen, President

Richard Miller, Clerk

Shelly Henderson, Trustee

Matthew Morris, Trustee

Don Saul, Trustee

Prepared by:

Jack Schreder & Associates, Inc.



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## TABLE OF CONTENTS

EXECUTIVE SUMMARY .....	1
INTRODUCTION .....	3
SECTION I: DEVELOPER FEE JUSTIFICATION .....	6
Facilities Capacity .....	6
Modernization and Reconstruction.....	7
Modernization Need.....	7
Residential Development and Fee Projections .....	11
Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees....	13
Commercial / Industrial Development and Fee Projections.....	13
Extent of Mitigation of School Facility Costs Provided by Level I Commercial/Industrial Fees .....	16
Summary .....	16
SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION .....	17
SECTION III: REQUIREMENTS OF AB 1600 .....	20
SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES.....	22
State Sources .....	23
Local Sources .....	23
SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS.....	24
SECTION VI: FACILITY FUNDING ALTERNATIVES.....	26
STATEMENT TO IDENTIFY PURPOSE OF FEE.....	26
ESTABLISHMENT OF A SPECIAL ACCOUNT.....	26
RECOMMENDATION.....	27
SOURCES .....	28
 APPENDIX A: PER PUPIL CONSTRUCTION COSTS .....	APP 1
APPENDIX B: PER PUPIL GRANT AMOUNTS .....	APP 2
APPENDIX C: COMMERCIAL/INDUSTRIAL CALCULATIONS .....	APP 3

## LIST OF TABLES

	<u>Page</u>
<b>Table 1:</b> Construction Costs .....	10
<b>Table 2:</b> Projected Students from Proposed Development.....	11
<b>Table 3:</b> 25 year Modernization Need .....	11
<b>Table 4:</b> Summary of Projected Residential Square Footage.....	12
<b>Table 5:</b> Facilities Cost per SF from Proposed Residential Construction.....	13
<b>Table 6:</b> Commercial and Industrial Generation Factors.....	15
<b>Table 7:</b> Commercial and Industrial Facilities Cost Impact .....	15

## EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities, provided the District can show justification for levying of fees.
- In February 2022, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.79 per square foot for residential construction and \$0.78 per square foot for commercial/industrial construction.
- The Golden Feather Union Elementary School District shares developer fees with the Oroville Union High School District. The High School District collects 40 percent of the Level I Fee and the Golden Feather Union Elementary School District collects 60 percent of the Level I Fee.
- The Golden Feather Union Elementary School District is justified in collecting \$2.87 (60 percent of \$4.79) per square foot of residential construction and \$0.47 (60 percent of \$0.78) per square foot of commercial/industrial construction, with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.05 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 41.1 percent of the cost to construct new facilities.
- The residential justification is based on the Golden Feather Union Elementary School District's projected modernization need of \$1,052,750 for students generated from residential development over the next 25 years and the projected residential square footage of 129,400.
- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of \$8.14 (\$1,052,750/129,400).

- Each square foot of commercial/industrial construction will create a school facilities cost ranging from \$0.05 to \$4.57 per square foot of new commercial/industrial construction.
- For both residential and commercial/industrial development, the fees authorized by Government Code section 65995 are justified.



## INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level I fee to \$1.65 per square foot for residential construction and \$0.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$0.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.84 per square foot for residential construction and \$0.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$0.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.24 per square foot for residential construction and \$0.41 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.

In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

In January 2020, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.08 per square foot for residential construction and \$0.66 per square foot for commercial/industrial construction.

In February 2022, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.79 per square foot for residential construction and \$0.78 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2024 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the Cresta Bella LP v. Poway Unified School District, 218 Cal. App.4<sup>th</sup> 438(2013) court case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

### ***Purpose of Study***

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Golden Feather Union Elementary School District.

## SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Golden Feather Union Elementary School District.

### Facilities Capacity

The District's capacity is adequate to house the District's current student population. Facility needs exist regardless of the availability of capacity to house student enrollments, inclusive of student enrollment generated from new development. New students generated from future development will create a burden on existing school facilities. Capital improvements, including upgrades or the construction or reconstruction of existing facilities with new facilities for their continued long-term use, are necessary to adequately house future enrollment growth at all school levels.

The District's current total student capacity will diminish over time if the District does not modernize its facilities. Without modernization of aging buildings, some facilities will become unavailable, which will decrease the District's total student capacity. New development in the District necessitates that modernization occur in order to continue to have available school housing for newly generated students. As part of these modernization efforts, the District plans to modernize existing schools and to replace some of its existing schools with new buildings on the same site as the existing schools become old, inadequate, and pose health and safety challenges.

## **Modernization and Reconstruction**

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. Due to the Camp fire, students had to relocate to the previously abandoned Spring Valley Site which had not been used for 10 years. The District plans to add ancillary space, modernize classrooms and add additional classrooms as needed. In addition, due to the recent universal transitional kindergarten requirement, if additional transitional kindergarten classrooms are required in the future, developer fees may assist with funding those classrooms. Projects will be funded as developer fee revenue is generated. The authorization to justify modernization and reconstruction of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g). School districts are permitted to modernize or replace existing or build new school facilities with developer fees as justified by this Study.

## **Modernization Need**

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

## **Potential Development**

The Golden Feather Union Elementary School District is located within the Butte County planning jurisdiction. The Planning Department was contacted regarding projected development. According to the Butte County Planning Department, development is expected to continue at about the same rate as the previous five years.

According to developer fee records, an average of four new or expanded residential units were constructed per year for the previous five years. An estimated 100 (4 x 25) new or expanded residential units may be constructed within District boundaries in the next 25 years. There were recent rebuilds due to homes being lost in the camp fire; the rebuilds were not included to calculate the average.

The School Facility Program allows districts to apply for modernization funding for classrooms over 25 (permanent) or 20 years (portable), meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 25 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 25 years after their initial modernization. In some cases, these older buildings may need to be closed entirely for the health and safety of students, teachers, staff and other occupants. Aging infrastructure and building problems can profoundly impact a school's ability to safely remain in service and to continue delivering the instructional program to students at existing levels of service. Therefore, the District's modernization needs are considered over a 25 year period, and a 25 year projection has been included in the Study when considering the homes that will generate students for the facilities in question. Future development will generate additional students for the District to house. Developer fees generated from future development may be used to modernize or construct facilities to house students from planned future development.

School facilities have a limited usable lifespan, and school districts must consider the lifespan for each facility when planning and determining student housing needs in the future. Residential units will be built at different times over the coming years, and it is difficult to predict when construction on these projects will be complete. Additionally, the homes in these developments may be immediately occupied with families with school-aged children, or they may not be occupied by school-aged children for another five, ten or fifteen years as young people who move in begin starting to have families. Thus, the District must be prepared to house students from new developments for the next several decades.

### Student Generation Rate

In determining the impact of new development, the District is required to show how many students will be generated from the new development. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation rate is applied to the number of new housing units to determine development-related impacts. The student generation rate identifies the number of students per housing unit and provides a link between new residential construction projects and projected enrollment.

To identify the number of students anticipated to be generated by new residential development, a student yield factor of .5 has been utilized for the Golden Feather Union Elementary School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

### Construction Cost

The construction cost per TK-8 pupil is \$51,228. Construction costs are based on information provided by California Department of Education and research completed by Jack Schreder & Associates. Appendix A includes the cost per student calculations. Table 1 shows the weighted average to construct facilities per TK-8 pupil.

**Table 1:**  
Construction Costs

Grade Level	Construction Costs
TK-6	\$49,425
7-8	\$58,440

Weighted Average	
\$49,425 x 8 =	\$395,400
\$58,440 x 2 =	<u>\$116,880</u>
Total	\$512,280

$$\text{Average} = \$512,280 / 10 = \$51,228$$

Source: California Department of Education, Jack Schreder & Associates.

#### Modernization Cost

The cost to modernize facilities is 41.1 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$14,623 per TK-6 pupil to construct new facilities and \$5,568 to modernize facilities, which is 38.1 percent ( $\$5,568 / \$14,623$ ) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect's (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 41.1 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per TK-8 pupil is \$51,228 and is outlined in Table 1. Therefore, the per pupil cost to modernize facilities per TK-8 pupil is \$21,055 ( $\$51,228 \times .411$ ).



### 25 year Modernization Need

Based on the student generation rate and the projected number of residential units, 50 TK-8 students are projected from proposed new development. The calculation is included in Table 2.

**Table 2:**  
Projected Students from Proposed Development

Projected Units	Student Generation Rate	Projected Students
100	.5	50

*Source: Golden Feather Union Elementary School District, Butte County Planning Department, Jack Schreder & Associates.*

The District's estimated modernization need generated by students from new residential development is \$1,052,750. The calculation is included in Table 3.

**Table 3:**  
25 year Modernization Need

Per Pupil Modernization Cost	\$21,055
Students Generated	<u>x 50</u>
<b>Modernization Need</b>	<b>\$1,052,750</b>

*Source: Golden Feather Union Elementary School District, Office of Public School Construction, Jack Schreder & Associates, Butte County Planning Department.*

### Residential Development and Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Golden Feather Union Elementary School District by students generated from new development.

The Golden Feather Union Elementary School District is located within the Butte County Planning Jurisdiction. The Planning Department was contacted regarding projected development. According to the Butte County Planning Department, development is expected to continue at about the same rate as the previous five years. According to developer fee records, an average of four new or expanded residential units were constructed per year for the previous five years. According to developer fee records, units average an estimated 1,294 square feet. Based on this information, an estimated 100 residential units, totaling 129,400 (100 x 1,294) square feet, may be constructed within District boundaries in the next 25 years.

**Table 4:**  
Summary of Projected Residential Square Footage

<b>Projected Units</b>	<b>Average Square Footage</b>	<b>Total Square Footage</b>
100	1,294	129,400

*Source: Golden Feather Union Elementary School District, Jack Schreder & Associates, Butte County.*

Based on the District's modernization need of \$1,052,750 generated by students from residential construction and the total projected residential square footage of 129,400, residential construction will create a facilities cost of \$8.14 per square foot. The calculation is included in Table 5. However, the Level I statutory fee is \$4.79 per square foot and the District has a fee sharing arrangement with the Oroville Union High School District. The High School district collects 40 percent of the fee and the Golden Feather Union Elementary School District collects 60 percent of the fee. Therefore, the District is justified to collect \$2.87 (60 percent of \$4.79) per square foot of residential construction.

**Table 5:**  
**Facilities Cost per SF from Proposed Residential Construction**

Modernization Need	Total Square Footage	Facilities Cost
\$1,052,750	/129,400	= \$8.14

*Source: Golden Feather Union Elementary School District, Jack Schreder & Associates, Office of Public School Construction.*

### **Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees**

Based on development projections, an estimated 129,400 residential square feet may be constructed in the next 25 years. Based on the statutory Level I fee of \$2.87 (60 percent of \$4.79) per square foot, the District is projected to collect \$371,378 (\$2.87 x 129,400) in residential developer fees. The \$371,378 in total residential Level I fee revenue will cover only 35 percent of the \$1,052,750 in total school facility modernization costs attributable to new residential development over the next 25 years.

### **Commercial / Industrial Development and Fee Projections**

In order to levy developer fees on commercial and industrial development, a district must conduct a study to determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are calculated on either an individual project or categorical basis. Those employee generation estimates shall be based upon commercial and industrial factors within the district or upon, in whole or part, the applicable employee generation estimates as set forth in the January 1990 edition of "San Diego Traffic Generators," a report of the San Diego Association of Governments. (Education Code Section 17621). The initial study that was completed in January of 1990 (updated annually) identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 6.

Table 6 indicates the number of employees generated for every 1,000 square feet of new commercial and industrial development and the number of District households generated for every employee in 12 categories of commercial and industrial development. The number of District households is calculated by adjusting the number of employees for the percentage of employees that live in the District and are heads of households. School facility costs for development projects not included on the list may be estimated by using the closest employee per 1,000 square feet ratio available for the proposed development.

In addition, an adjustment in the formula is necessary so that students moving into new residential units that have paid residential fees are not counted in the commercial/industrial fee calculation. Forty percent of all employees in the District live in existing housing units. The forty percent adjustment eliminates double counting the impact. This adjustment is shown in the worksheets in Appendix C and in Table 6.

These adjustment factors are based on surveys of commercial and industrial employees in school districts similar to the District. When these figures are compared to the cost to house students, it can be shown that each square foot of commercial and industrial development creates a cost impact greater than the maximum fee, with the exception of mini storage. The data in Table 7 is based on the per student costs shown in Table 1. These figures are multiplied by the student yield factor to determine the number of students generated per square foot of commercial and industrial development. To determine the school facilities square foot impact of commercial and industrial development shown in Table 7, the students per square foot are multiplied by the cost of providing school facilities.

**Table 6:**  
Commercial and Industrial Generation Factors

Type of Development	*Employees per 1,000 sf	**Dist HH Per Emp.	% Emp in Exist HH	Adj.%Emp Dist HH/Emp
Medical Offices	4.27	.2	.4	.08
Corporate Offices	2.68	.2	.4	.08
Commercial Offices	4.78	.2	.4	.08
Lodging	1.55	.3	.4	.12
Scientific R&D	3.04	.2	.4	.08
Industrial Parks	1.68	.2	.4	.08
Industrial/Business Parks	2.21	.2	.4	.08
Neighborhood Shopping Centers	3.62	.3	.4	.12
Community Shopping Centers	1.09	.3	.4	.12
Banks	2.82	.3	.4	.12
Mini-Storage	.06	.2	.4	.08
Agriculture	.31	.5	.4	.20

\* Source: San Diego Association of Governments.

\*\* Source: Jack Schreder and Associates. Original Research.

**Table 7:**  
Commercial and Industrial Facilities Cost Impact

Type of Development	Cost Impact Per Sq. Ft.
Medical Offices	\$3.60
Corporate Offices	\$2.26
Commercial Offices	\$4.03
Lodging	\$1.96
Scientific R&D	\$2.56
Industrial/Business Parks	\$1.41
Industrial/Com Park	\$1.86
Commercial Shopping Centers	\$4.57
Community Shopping Centers	\$1.38
Banks	\$3.56
Mini-Storage	\$0.05
Agriculture	\$0.65

\*Sources: San Diego Association of Governments and Jack Schreder and Associates, Original Research.

Table 7 shows that all types of commercial and industrial development will create a square foot cost justifying a commercial/industrial fee. Thus, a reasonable relationship between commercial and industrial development and the impact on the District is shown. Based on this relationship, the levying of commercial and industrial developer fees is justified in the District.

#### **Extent of Mitigation of School Facility Costs Provided by Level I Commercial/Industrial Fees**

Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.05 to \$4.57 per square foot. The cost per square foot of commercial/industrial construction exceeds the District's share of the Level I commercial fee of \$0.47 (60 percent of \$0.78) in all categories of construction, with the exception of mini storage. Mini storage should be collected at \$0.05 per square foot of construction. Therefore, the District is justified to collect \$0.47 (60 percent of \$0.78) per square foot of commercial/industrial construction.

#### **Summary**

The cost impact on the District imposed by new students to be generated from new or expanded residential, commercial, and industrial development is greater than the maximum allowable fees. Each square foot of residential development creates a school facility cost of \$8.14 per square foot. Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.05 to \$4.57 per square foot. The cost to provide additional school facilities exceeds the amount of residential and commercial/industrial fees to be generated directly and indirectly by residential construction. However, the District currently has a Level I Fee Sharing Agreement with the Oroville Union High School District. The High School District collects 40 percent of the Level I fee and the Elementary School District collect 60 percent of the fee. Therefore, the Golden Feather Union Elementary School District is justified to collect \$2.87 (60 percent of \$4.79) per square foot of residential construction and \$0.47 (60 percent of \$0.78) per square foot of commercial/industrial construction, with the exception of mini storage. The mini storage category of construction should be collected at the rate of \$0.05 per square foot.

## SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$0.25 per square foot of covered or enclosed space of commercial or industrial development. The Level I fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In February of 2022, the State Allocation Board changed the Level I fee to \$4.79 per square foot of residential construction and \$0.78 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.

2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.
2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.
3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.



Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.
5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.
6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.
9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior

housing to be approved by the city/county after notification of the school district.

10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

### **SECTION III: REQUIREMENTS OF AB 1600**

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or

uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

### ***Assembly Bill 1600 and the Justification for Levying Developer Fees***

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.
2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.
3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

## **SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES**

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

## **State Sources**

### ***State School Facility Program***

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a "grant" program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

## **Local Sources**

### ***Mello-Roos Community Facilities Act***

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.
4. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.

### ***General Obligation Bonds***

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

The District does not have available bond funds for facility improvements.

### ***Developer Fees***

The District's developer fees are dedicated to the current needs related directly to the construction or reconstruction of school facilities.

### ***School District General Funds***

The District's general funds are needed by the District to provide for the operation of its instructional program.

### ***Expenditure of Lottery Funds***

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

## **SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS**

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

### **Establishment of a Cost Nexus & Identify Purpose of the Fee**

The Golden Feather Union Elementary School District chooses to replace and/or modernize facilities for the additional students created by development in the district and the cost to replace and/or modernize facilities exceeds the amount of developer fees to be collected.

Based on development projections, an estimated 129,400 residential square feet may be constructed in the next 25 years. Based on the statutory Level I fee of \$2.87 (60 percent of \$4.79) per square foot, the District is projected to collect \$371,378 ( $\$2.87 \times 129,400$ ) in residential developer fees. The \$371,378 in total residential Level I fee revenue will cover only 35 percent of the \$1,052,750 in total school facility modernization costs attributable to new residential development over the next 25 years. Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.05 to \$4.57 per square foot. The cost per square foot of commercial/industrial construction exceeds the District's share of the Level I commercial fee of \$0.47 (60 percent of \$0.78) in all categories of construction, with the exception of mini storage. Mini storage should be collected at \$0.05 per square foot of construction. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of replacing and/or modernizing facilities exceeds developer fee generation, thereby establishing a cost nexus.

#### **Establishment of a Benefit Nexus**

Students generated by new residential, commercial and industrial development will be attending District schools. Housing District students in replaced and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

#### **Establishment of a Burden Nexus**

Future residential and commercial/industrial development will cause new families to move into the District and, consequently, will generate additional students in the District. While facilities are currently designed to meet the projected student enrollment, the existing facilities will need to remain in sufficient condition to maintain existing levels of service for the newly generated students. Future residential and commercial/industrial development, therefore, creates a need for the reconstruction and/or modernization of existing school facilities. The fee's use for school facility reconstruction and/or modernization efforts is, therefore, reasonably related to the future residential and commercial/industrial development upon which it is imposed.

The need for constructing or reconstructing facilities will be, in part, satisfied by the levying of developer fees on new residential and commercial/industrial developments, therefore, a burden nexus is established.

## **SECTION VI: FACILITY FUNDING ALTERNATIVES**

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider all State funding sources for its facility needs.

### **STATEMENT TO IDENTIFY PURPOSE OF FEE**

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the construction or reconstruction of school facilities. The District will provide for the construction or reconstruction of school facilities, in part, with developer fees. Due to the Camp fire, students had to relocate to the previously abandoned Spring Valley Site which had not been used for 10 years. The District plans to add ancillary space, modernize classrooms and add additional classrooms as needed. In addition, due to the recent universal transitional kindergarten requirement, if additional transitional kindergarten classrooms are required in the future, developer fees may assist with funding those classrooms. Projects will be funded as developer fee revenue is generated.

### **ESTABLISHMENT OF A SPECIAL ACCOUNT**

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b)



(1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

## **RECOMMENDATION**

Based on the fee justification provided in this report, it is recommended that the Golden Feather Union Elementary School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

## SOURCES

California Basic Educational Data System. California State Department of Education. October Enrollments, 2017-2020.

California Department of Education, Dataquest.

Collard, Gary. Lead Housing Analyst for Southern California. California State Department of Housing and Community Development.

Local Control Accountability Plan. Golden Feather Union School District. 2021-2022.

Office of Public School Construction. Leroy F. Greene School Facilities Act, 1998.

Peete, Josh. Superintendent, Golden Feather Union Elementary School District.

San Diego Association of Governments. Traffic Generators, January 1990.

Schreder, Jack and Associates. Original research.

Weems, Tristan. Planner, Butte County Planning Department.

**APPENDIX A**  
**CONSTRUCTION COSTS**

**Elementary School Facility Construction Costs - Permanent Construction****I. Allowable Building Area**

A. Total Student Capacity	
B. Building Area	
600 students @ 71sf/student	42,600
Speech/Resource Specialist	<u>600</u>
Total	43,200

**II. Site Requirements**

A. Purchase Price of Property (10 Acres)	
Cost per Acre	\$0
B. Appraisals	\$0
C. Costs Incurred in Escrow	\$0
D. Surveys	\$0
E. Other Costs, Geo. and Soils Reports	<u>\$0</u>
Total-Acquisition of Site	\$0

**III. Plans**

A. Architect's Fee for Plans	\$2,173,690
B. DSA Plans Check Fee	\$169,065
C. School Planning, Plans Check Fee	\$9,243
D. Preliminary Tests	\$8,362
E. Other Costs, Energy Cons. & Advertising	<u>\$62,226</u>
	\$2,422,586

**IV. Construction Requirements**

A. Utility Services	\$595,164
B. Off-site Development	\$892,744
C. Site Development, Service	\$1,428,389
D. Site Development, General	\$952,259
E. New Construction	\$19,472,832
F. Unconventional Energy Source	<u>\$810,726</u>
Total Construction	\$24,152,114

Total Items II, III and IV \$26,574,700

Contingency 10%	\$2,657,470
Construction Tests	\$181,141
Inspection	\$241,521

**TOTAL ESTIMATED PROJECT COSTS \$29,654,832**  
**ESTIMATED COST PER STUDENT \$49,425**

\*Source: California Department of Education, Jack Schreder & Associates.

**Middle School Facility Construction Costs - Permanent Construction****I. Allowable Building Area**

A. Total Student Capacity	
B. Building Area	
1000 students @ 85sf/student	85,000
Speech/Resource Specialist	<u>1,360</u>
Total	86,360

**II. Site Requirements**

A. Purchase Price of Property (20 Acres)	
Cost per Acre	\$0
B. Appraisals	\$0
C. Costs Incurred in Escrow	\$0
D. Surveys	\$0
E. Other Costs, Geo. and Soils Reports	<u>\$0</u>
Total-Acquisition of Site	\$0

**III. Plans**

A. Architect's Fee for Plans	\$4,287,237
B. OSA Plans Check Fee	\$333,452
C. School Planning, Plans Check Fee	\$10,611
D. Preliminary Tests	\$11,789
E. Other Costs, Energy Cons. & Advertising	<u>\$90,784</u>
	\$4,733,873

**IV. Construction Requirements**

A. Utility Services	\$873,189
B. Off-site Development	\$982,715
C. Site Development, Service	\$2,714,467
D. Site Development, General	\$1,936,195
E. New Construction	\$39,742,872
F. Unconventional Energy Source	<u>\$1,386,533</u>
Total Construction	\$47,635,971

Total Items II, III and IV \$52,369,844

Contingency	\$5,236,984
Construction Tests	\$357,270
Inspection	\$476,360

**TOTAL ESTIMATED PROJECT COSTS \$58,440,458**  
**ESTIMATED COST PER STUDENT \$58,440**

\*Source: California Department of Education, Jack Schreder & Associates.

**APPENDIX B**

**PER PUPIL GRANT AMOUNTS**

ATTACHMENT B

**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

New Construction	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-21	Adjusted Grant Per Pupil Effective 1-1-22
Elementary	1859.71	\$12,628	\$14,623
Middle	1859.71	\$13,356	\$15,466
High	1859.71	\$16,994	\$19,679
Special Day Class – Severe	1859.71.1	\$35,484	\$41,090
Special Day Class – Non-Severe	1859.71.1	\$23,731	\$27,480
Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$15	\$17
Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$20	\$23
Automatic Fire Detection/Alarm System – High	1859.71.2	\$34	\$39
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$63	\$73
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$45	\$52
Automatic Sprinkler System – Elementary	1859.71.2	\$212	\$245
Automatic Sprinkler System – Middle	1859.71.2	\$252	\$292
Automatic Sprinkler System – High	1859.71.2	\$262	\$303
Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$668	\$774
Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$448	\$519

ATTACHMENT B

**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

Modernization	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-21	Adjusted Grant Per Pupil Effective 1-1-22
Elementary	1859.78	\$4,808	\$5,568
Middle	1859.78	\$5,085	\$5,888
High	1859.78	\$6,658	\$7,710
Special Day Class - Severe	1859.78.3	\$15,325	\$17,746
Special Day Class – Non- Severe	1859.78.3	\$10,253	\$11,873
State Special School – Severe	1859.78	\$25,543	\$29,579
Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – High	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$430	\$498
Automatic Fire Detection/Alarm System – Special Day Class – Non- Severe	1859.78.4	\$288	\$334
Over 50 Years Old – Elementary	1859.78.6	\$6,680	\$7,735
Over 50 Years Old – Middle	1859.78.6	\$7,065	\$8,181
Over 50 Years Old – High	1859.78.6	\$9,248	\$10,709
Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$21,291	\$24,655
Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$14,237	\$16,486
Over 50 Years Old – State Special Day School – Severe	1859.78.6	\$35,483	\$41,089



**APPENDIX C**

**COMMERCIAL/INDUSTRIAL  
CALCULATIONS**

Golden Feather Union Elementary School District Commercial/Industrial Calculations						
	EMP/ 1000 SQ.FT	DIST.HH/ EMP	HH/SF	% EMP IN EXIST HH	ADJUSTED HH/SF	ADJ % DIST HH/EMP
MEDICAL	4.27	0.2	0.000854	0.4	0.0003416	0.08
CORP. OFFICE	2.68	0.2	0.000536	0.4	0.0002144	0.08
COM. OFFICE	4.78	0.2	0.000956	0.4	0.0003824	0.08
LODGING	1.55	0.3	0.000465	0.4	0.0001860	0.12
R&D	3.04	0.2	0.000608	0.4	0.0002432	0.08
IN. PARK	1.68	0.2	0.000336	0.4	0.0001344	0.08
IN/COM PARK	2.21	0.2	0.000442	0.4	0.0001768	0.08
NBHD COMM SC	3.62	0.3	0.001086	0.4	0.0004344	0.12
COMMUNITY SC	1.09	0.3	0.000327	0.4	0.0001308	0.12
BANKS	2.82	0.3	0.000846	0.4	0.0003384	0.12
MINI-STORAGE	0.06	0.2	0.000012	0.4	0.0000048	0.08
AGRICULTURE	0.31	0.5	0.000155	0.4	0.0000620	0.20
STUDENT GENERATION RATE				COST PER STUDENT		
K-8	0.5000		K-8	\$21,055		
STUDENTS PER SQUARE FOOT (YIELD FACTORS X ADJ HH/SQ. FT IN COLUMN F)						
K-8						
MEDICAL	0.000171					
CORP. OFFICE	0.000107					
COM. OFFICE	0.000191					
LODGING	0.000093					
R&D	0.000122					
IN. PARK	0.000067					
IN/COM PARK	0.000088					
COM. SC.	0.000217					
COMMUNITY SC	0.000065					
BANKS	0.000169					
MINI STORAGE	0.000002					
AGRICULTURE	0.000031					
COSTS PER SQUARE FOOT (STUDENTS/ SQ. FOOT X STUDENT COST/SQ. FOOT IN EACH CATEGORY)						
K-8						
MEDICAL	\$3.60					
CORP. OFFICE	\$2.26					
COM. OFFICE	\$4.03					
LODGING	\$1.96					
R&D	\$2.56					
IN. PARK	\$1.41					
IN/COM PARK	\$1.86					
COM. SC.	\$4.57					
COMMUNITY SC	\$1.38					
BANKS	\$3.56					
MINI STORAGE	\$0.05					
AGRICULTURE	\$0.65					

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
  - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
  - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
  - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
  - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$2.87 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.47 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.78 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.05 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
  - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

- B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
- C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. Commencement Date. The effective date of this Resolution shall be July 10, 2022 which is 60 days following its adoption by the Board.
9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of BUTTE County and to the Planning Commission and City Council of the City of OREVILLE.
10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Golden Feather Union Elementary School District this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
President, Governing Board  
Golden Feather Union Elementary School District

ATTEST:

\_\_\_\_\_  
Secretary, Governing Board  
Golden Feather Union Elementary School District

## RESOLUTIONS

The following resolution is intended to be used only as a model for the adoption of fees. We strongly recommend that your district's legal counsel review all resolutions before they are approved by the Board.

### For use if increasing fee for Inflation/Reconstruction Studies:

RESOLUTION NO. 22-60 <sup>MAY 18</sup>, 2022, Regular Meeting)  
A RESOLUTION OF THE GOVERNING BOARD OF THE  
GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT  
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY  
GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its February 23, 2022, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$4.79 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.78 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$2.87 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of \$0.47 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.78 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.05 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Golden Feather Union Elementary School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled May 18, 2022, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 30 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 30 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated MAY 6, 2022 (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

NOTICE

NOTICE

**NOTICE OF PUBLIC HEARING AND OF PROPOSAL FOR IMPLEMENTING  
SCHOOL FACILITIES FEES AS AUTHORIZED BY  
EDUCATION CODE SECTION S 17620 AND GOVERNMENT CODES 65995**

PLEASE TAKE NOTICE that immediately following a public hearing on the matter, a proposed resolution(s) will be considered by the Governing Board of Golden Feather Union Elementary School District at its regular meeting on MAY 18, 2022, at 4:30 p.m., which if adopted by the Board will implement development fees established by the District against residential construction and reconstruction at \$2.87 per square foot and against new commercial or industrial construction at \$0.47 a square foot. Education Code Section 17620 and Government Code Section 65995 authorize the proposed fees. Data pertaining to the cost of school facilities is available for inspection during regular business hours at the District's administrative offices. The fee, if approved by the Governing Board, will become effective on JULY 18, 2022, which is 60 days after the proposed adoption of the resolution levying such fee by the Governing Board.

**DECLARATION OF POSTING NOTICE**

I, PEARL LANKFORD, declare that I posted the attached "Notice of Public Hearing and of Proposal for Implementing School Facilities Fees" for the District's Governing Board's regular MAY 18, 2022, meeting, on MAY 18, 2022, in the following locations.

1. GFUSD DISTRICT OFFICE  
CANYON L. MARLEY
2. WEBSITE at usd.org  
CONCORD School
3. \_\_\_\_\_

I declare under penalty of perjury that the above is true and correct.  
Executed on 5/16/22, 2022, at Devote, California.

Signed: Pearl Lankford

Golden Feather Union Elementary School District Board Minutes April 20, 2022.

Meeting Location: Spring Valley School 2771 Pentz Rd. Oroville, CA 95965 Time: 4:30 PM

Conference Call (605 475 4811) Access code 412229

**1. CALL TO ORDER – TIME:4:30**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	Present
Richard Miller	Clerk	Present
Don Saul	Trustee	Absent
Matthew Morris	Trustee	Present
Shelly Mitchell	Trustee	Present

Josh Peete	Superintendent	Present
Pearl Lankford	Executive Assistant	Present

**2. APPROVAL TO VARY THE SEQUENCE – No Motion**

**3. PUBLIC COMMENTS - None**

**4. REPORTS**

4.1 Superintendent Report – Josh Peete – Enrollment is at 73. Basketball Season was a success. Covid plan updated. Interviews for School Secretary and Certificated on 4/20 and 4/27. Admin professionals day is 4/27. Spring Fling is 4/30. Staff appreciation is 5/3.

4.2 CSEA – No report

4.3 GFTA/Reading Intervention Update – No report

4.4 Parents' Club/Board Members – No report

**5. CONSENT CALENDAR**

5.1 Minutes 3.16.21 (REF)

5.2 Approval of Bill Warrants 3/11/22 – 4/11/22 (REF)

5.3 Interdistrict Transfers #17-18 (Outgoing) #19-20 (Incoming)

Motion: Mrs. Mitchell \_\_\_\_\_ Second: Mr. Miller \_\_\_\_\_ Vote: 4-0 Ayes: Ingvaldsen, Miller, Morris, Mitchell

**6. INFORMATION FOR DISCUSSION**

6.1 Financial/LCAP Report – Meeting for OR early May

6.2 Attendance Report – Current Enrollment 73

6.3 Summer School – Planning for 2 Sessions

**7 ACTION ITEMS/NEW BUSINESS**

**7.1 Adopt Resolution 22-4 Notice of Participation in BSSP Workers Compensation Program (REF)**

Motion: Mr. Morris Second: Mr. Miller Vote: 4-0

**7.2 Approve Participating Program Members statement to participate in the North Bay Schools Insurance Authority per BSSP Resolution 22-01, Resolution Of The Governing Board Of The Butte Schools Self-Funded Programs Joint Powers Authority To Become A Member Of North Bay Schools Insurance Authority And To Join It's Workers' Compensation Program, For the Benefit Of Its Participation Members, And Participating Members' Statement Of Agreement (REF)**

Motion: Mr. Morris Second: Mrs. Mitchell Vote: 4-0

**7.3 Approve Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer. (REF)**

Motion: Mr. Morris Second: Mrs. Mitchell Vote: 4-0

**7.4 Adopt Resolution 22-5, Resolution Authorizing Application to The Director Of Industrial Relations, State Of California For A Certificate Of Consent To Self-Insure Workers' Compensation Liabilities. (REF)**

Motion: Mrs. Mitchell Second: Mr. Miller Vote: 4-0

**7.5 Approve GFUSD Auditors' Reports June 30, 2021 (REF)**

Motion: Mr. Morris Second: Mrs. Mitchell Vote: 4-0

**7.6 Renew Superintendent Contract – July 1, 2023-June 30, 2026 (REF)**

Motion: Mrs. Mitchell Second: Mr. Morris Vote: 4-0

**7.7 Updated COVID Prevention Plan (CPP) (REF)**

Motion: Mr. Miller Second: Mrs. Mitchell Vote: 4-0

\*For the good of the order

**8 MOTION TO CONVENE TO CLOSED SESSION  
Conference with Labor Negotiator – Josh Peete**



Employee Discipline, Dismissal, Release.

Motion:Mrs. Mitchell Second:Mr. Morris Vote: 4-0

**9 CLOSED SESSION REPORT**

No Action Taken

ADJOURNMENT Time:5:15 Motion: Mr. Miller Second: Mrs. Mitchell Vote: 4-0

April 6, 2022      Golden Feather Union Elementary School District Board Minutes Sp. Mtg

Location:      Spring Valley School 2771 Pentz Rd. Oroville, CA 95965 Time: 4:30 PM

**1.0 CALL TO ORDER – TIME: 4:32 PM**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	Present
Richard Miller	Clerk	Present
Don Saul	Trustee	Present
Matt Morris	Trustee	Present
Shelly Mitchell	Trustee	Absent
Josh Peete	Superintendent	Present
Pearl Lankford	Executive Assistant	Present

**2.0 APPROVAL TO VARY THE SEQUENCE - None**

**3.0 PUBLIC COMMENTS - None**

**4.0 DISCUSSION: CURRENT VACANCIES – See Google Doc- Current Vacancies**

**5.0 ACTION ITEMS**

**5.1 Approve 1 FTE Certificated Multiple Subject Teacher Position for 22/23 School Year (REF)**

Motion: Mr. Miller Second: Mr. Saul Vote: 4-0 Ayes: Ingvaldsen, Miller, Saul, Morris

**6.0 MOTION TO ADJOURN TO CLOSED SESSION**

Motion: Mr. Saul Second: Mr. Miller Vote: 4-0

**6.1 Discipline/Dismissal/Release**

**7.0 REPORT OUT – No Action Taken**

**8.0 ADJOURNMENT 4:45**

Motion: Mr. Saul Second: Mr. Miller Vote: 4-0

## Checks Dated 04/12/2022 through 05/12/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-226352	04/12/2022	Ben Toilet Rentals Inc	01-5600		136.85
3005-226353	04/12/2022	CDW GOVERNMENT INC	01-4300		123.34
3005-226354	04/12/2022	Clark Pest Control Accounting Office	01-5500		153.00
3005-226355	04/12/2022	GOPHER SPORT	01-4300		83.77
3005-226356	04/12/2022	L&L Farms	01-5800		1,077.00
3005-226357	04/12/2022	LAKEVIEW PETROLEUM CO STOHLMAN & ROGERS INC	01-5800		3,233.29
3005-226358	04/12/2022	PINES HARDWARE	01-4300		188.44
3005-226359	04/12/2022	USBANCORP EQUIPMENT FINANCE	01-5600		764.74
3005-226867	04/21/2022	Patricia Anne Lattin	01-5800		514.80
3005-226868	04/21/2022	Alessandro Electric Inc	01-5600		15,000.00
3005-226869	04/21/2022	BASIC LABORATORY INC ACCOUNTS RECEIVABLE	01-5800		88.40
3005-226870	04/21/2022	BATTERIES PLUS	01-4300		150.54
3005-226871	04/21/2022	Eagle Security Systems	01-5800		150.00
3005-226872	04/21/2022	Feather River Rec & Park Dist	01-5800		663.00
3005-226873	04/21/2022	Hancock Automotive	01-5600		585.11
3005-226874	04/21/2022	JC NELSON SUPPLY CO	01-4300		14.79
3005-226875	04/21/2022	RECOLOGY BUTTE COLUSA COUNTIES	01-5500		948.96
3005-227040	04/26/2022	DOCUMENT TRACKING SERVICES LLC	01-5800		395.00
3005-227735	05/03/2022	Lankford, Pearl	01-4300		181.75
3005-227736	05/03/2022	Peete, Joshua J	01-4300		38.99
3005-227737	05/03/2022	ALHAMBRA/SIERRA SPRINGS	01-4300		966.37
3005-227738	05/03/2022	BATTERIES PLUS	01-4300		150.54
3005-227739	05/03/2022	Eagle Security Systems	01-5600		283.75
3005-227740	05/03/2022	HOME DEPOT CRC/GECFGECE DEPT 32 2649078221	01-4300		1,457.65
3005-227741	05/03/2022	SUTTER COUNTY SUPT OF SCHOOLS	01-4300		420.00
3005-228379	05/10/2022	Lankford, Pearl	01-4300		41.76
3005-228380	05/10/2022	Clark Pest Control Accounting Office	01-5500		153.00
3005-228381	05/10/2022	DANNIS WOLIVER KELLEY	01-5800		660.00
3005-228382	05/10/2022	L&L Farms	01-5800		654.80
3005-228383	05/10/2022	Nuso, LLC	01-5900		135.36
3005-228384	05/10/2022	R&R Horn Contractors	25-5800		1,375.00
3005-228385	05/10/2022	Thomas Ace Hardware Inc	01-4300		108.23
3005-228386	05/10/2022	USBANCORP EQUIPMENT FINANCE	01-5600		800.86
Total Number of Checks			33		31,699.09

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	32	30,324.09
25	CapitalFacilitiesFund	1	1,375.00

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

Page 1 of 2

## Checks Dated 04/12/2022 through 05/12/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	33	31,699.09	
		Less Unpaid Tax Liability		.00	
		Net (Check Amount)		31,699.09	

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

Page 2 of 2

**Golden Feather Unified Elementary School District**  
**Quarterly Report on Williams Uniform Complaints**  
**[Education Code § 35186]**

School: Concow – Golden Feather UESD

Person completing this form: Pearl Lankford Title: Executive Assistant

Quarterly Report Submission Date: ☐ (Reporting period October – December)  
☐ (Reporting period January – March 2022)  
☐ (Reporting period April – June)  
☐ (Reporting period July – September)

Date for information to be reported publicly at governing board meeting: May 18, 2022

**Please check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above.  
The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Facilities Conditions	0		
Teacher Vacancy or Misassignment	0		
Totals	0		

Joshua J Peete

Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date

**GOLDEN FEATHER 22.23 SCHOOL CALENDAR**  
Board Approved 5/18/2022

JULY					AUGUST					SEPTEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
				1	1	2	3	4	5				1	2
(4)	5	6	7	8	8	9	10	11	12	(5)	6	7	8	9
11	12	13	14	15	15	16	17	18	19	12	13	14	15	16
18	19	20	21	22	22	23	24	25	26	19	20	21	22	23
25	26	27	28	29	29	30	31			26	27	28	29	30
					8/15-8/16 Teacher Work Days					9/5 Labor Day Holiday				
					8/16 Back to School Night					9/30 Progress Reports				
					8/17 First Day of School									
OCTOBER					NOVEMBER					DECEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4				1	2
10	11	12	13	14	7	8	9	10	(11)	5	6	7	8	9
17	18	19	20	21	14	15	16	17	18	12	13	14	15	16
24	25	26	27	28	21	22	(23)	(24)	(25)	19	20	21	22	(23)
31					28	29	30			(26)	27	28	29	(30)
					11/11 Veteran's Day Holiday					12/19-1/2 Winter Break				
					11/18 Report Cards									
					11/21-11/25 Thanksgiving Break									
JANUARY					FEBRUARY					MARCH				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
(2)	3	4	5	6			1	2	3			1	2	3
9	10	11	12	13	6	7	8	9	10	6	7	8	9	10
(16)	17	18	19	20	13	14	15	16	(17)	13	14	15	16	17
23	24	25	26	27	(20)	21	22	23	24	20	21	22	23	24
30	31				27	28				27	28	29	30	31
1/13 Progress Reports					2/17 Lincoln's Birthday Holiday					3/10 Trimester 2 Report Cards				
1/16 MLK Holiday					2/20 President's Day Holiday									
APRIL					MAY					JUNE				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7	1	2	3	4	5				1	2
(10)	11	12	13	14	8	9	10	11	12	5	6	7	8	9
17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
24	25	26	27	28	22	23	24	25	26	19	20	21	22	23
					(29)	30	31			26	27	28	29	30
4/10-4/14 Spring Break					5/29 Memorial Day Holiday					6/1 Last Day				
4/28 Progress Reports					5/31 8th Grade Graduation					6/2 Make Up Day if Needed				

**Golden Feather School District**  
**Instructional Minutes - Calculation**  
**22/23**

Enter amounts in these cells. Remaining cells have formulas.

Name of School Site Concow  
Grade Level Kindergarten

**Regular School Day**

	Morning	Afternoon
Beginning time of regular school day (note AM or PM must display)	8:30 AM	
Ending time of regular school day (note AM or PM must display)	1:00 PM	
Regular School Day Minutes	270	+
Minus lunch period minutes ** (enter as negative)	(40)	+
Equals Regular School Day Instructional Minutes	230	+
Multiplied by number of regular school days during 22/23	142	+
Equals Annual Regular School Day Minutes	32,660	+

**Minimum School Day**

	Morning	Afternoon
Beginning time of minimum school day (note AM or PM must display)	8:30 AM	
Ending time of minimum school day (note AM or PM must display)	12:30 PM	
Minimum School Day Minutes	240	+
Minus lunch period minutes ** (enter as negative)		+
Equals Minimum School Day Instructional Minutes	240	+
Multiplied by number of minimum school days during 22/23	38	+
Equals Total Minimum School Day Minutes	9,120	+

**Other School Day**

	Morning	Afternoon
Beginning time of other school day (note AM or PM must display)		
Ending time of other school day (note AM or PM must display)		
Other School Day Minutes	+	+
Minus lunch period minutes ** (enter as negative)	+	+
Equals Other School Day Instructional Minutes	+	+
Multiplied by number of other school days during 2022/23	+	+
Equals Total Other School Day Minutes	+	+

Total Number of School Days	180	+
Total Annual Instructional Minutes	41,780	+

1986-87 Requirement 36,000

\*\* The instructional day for Kindergarteners excludes lunch. However, recesses are not excluded (Ed. Code Section 46115).

See Tick Mark Legend at \_\_\_\_\_

**Golden Feather School District**  
**Instructional Minutes - Calculation**  
**22/23**

Name of School Site Concow  
 Grade Level Grades 1 - 3

**Regular School Day**

Beginning time of regular school day (note AM or PM must display)	8:30 AM
Ending time of regular school day (note AM or PM must display)	2:50 PM
Regular School Day Minutes	380
Minus morning recess minutes (enter as negative)	(15)
Minus lunch period minutes (enter as negative)	(40)
Minus afternoon recess minutes (enter as negative)	-
Equals Regular School Day Instructional Minutes	325
Multiplied by number of regular school days during 22/23	142
Equals Total Regular School Day Minutes	46,150

Enter amounts in these cells. Remaining cells have formulas.

**Minimum School Day**

Beginning time of minimum school day (note AM or PM must display)	8:30 AM
Ending time of minimum school day (note AM or PM must display)	12:30 PM
Minimum School Day Minutes	240
Minus morning recess minutes (enter as negative)	(15)
Minus lunch period minutes (enter as negative)	-
Minus afternoon recess minutes (enter as negative)	-
Equals Minimum School Day Instructional Minutes	225
Multiplied by number of minimum school days during 22/23	38
Equals Total Minimum School Day Minutes	8,550

**Other School Day:**

Beginning time of other school day (note AM or PM must display)	
Ending time of other school day (note AM or PM must display)	
Other School Day Minutes	-
Minus morning recess minutes (enter as negative)	-
Minus lunch period minutes (enter as negative)	-
Minus afternoon recess minutes (enter as negative)	-
Equals Other School Day Instructional Minutes	-
Multiplied by number of other school days during 22/23	
Equals Total Other School Day Minutes	-

Total Number of School Days	180
Total Annual Instructional Minutes	54,700

1986-87 Requirement 50,400

See Tick Mark Legend at \_\_\_\_\_



**Golden Feather School District  
Instructional Minutes - Calculation  
22/23 School Year**

Name of School Site \_\_\_\_\_  
Grade Level Grades 4-6

**Regular School Day**

Beginning time of regular school day (note AM or PM must display)	8:30 AM
Ending time of regular school day (note AM or PM must display)	2:50 PM
Regular School Day Minutes	380
Minus morning recess minutes (enter as negative)	(15)
Minus lunch period minutes (enter as negative)	(40)
Minus afternoon recess minutes (enter as negative)	-
Equals Regular School Day Instructional Minutes	325
Multiplied by number of regular school days during 2022/23	142
Equals Total Regular School Day Minutes	46,150

Enter amounts in these cells. Remaining cells have formulas.

**Minimum School Day**

Beginning time of minimum school day (note AM or PM must display)	8:30 AM
Ending time of minimum school day (note AM or PM must display)	12:30 PM
Minimum School Day Minutes	240
Minus morning recess minutes (enter as negative)	(15)
Minus lunch period minutes (enter as negative)	-
Minus afternoon recess minutes (enter as negative)	-
Equals Minimum School Day Instructional Minutes	225
Multiplied by number of minimum school days during 22/23	38
Equals Total Minimum School Day Minutes	8,550

**Other School Day:**

Beginning time of other school day (note AM or PM must display)	
Ending time of other school day (note AM or PM must display)	
Other School Day Minutes	-
Minus morning recess minutes (enter as negative)	
Minus lunch period minutes (enter as negative)	-
Minus afternoon recess minutes (enter as negative)	-
Equals Other School Day Instructional Minutes	-
Multiplied by number of other school days during 22/23	
Equals Total Other School Day Minutes	-

<b>Total Number of School Days</b>	<b>180</b>
<b>Total Annual Instructional Minutes</b>	<b>54,700</b>

1986-87 Requirement 54,000

See Tick Mark Legend at \_\_\_\_\_

**Golden Feather School District  
Instructional Minutes - Calculation  
22/23 School Year**

Name of School Site \_\_\_\_\_  
Grade Level Grades 7-8

**Regular School Day**

Beginning time of regular school day (note AM or PM must display)	8:30 AM
Ending time of regular school day (note AM or PM must display)	2:50 PM
Regular School Day Minutes	380
Minus morning recess minutes (enter as negative)	(15)
Minus lunch period minutes (enter as negative)	(40)
Minus afternoon recess minutes (enter as negative)	-
Equals Regular School Day Instructional Minutes	325
Multiplied by number of regular school days during 22/23	142
Equals Total Regular School Day Minutes	46,150

**Minimum School Day**

Beginning time of minimum school day (note AM or PM must display)	8:30 AM
Ending time of minimum school day (note AM or PM must display)	12:30 PM
Minimum School Day Minutes	240
Minus morning recess minutes (enter as negative)	(15)
Minus lunch period minutes (enter as negative)	-
Minus afternoon recess minutes (enter as negative)	-
Equals Minimum School Day Instructional Minutes	225
Multiplied by number of minimum school days during 22/23	38
Equals Total Minimum School Day Minutes	8,550

**Other School Day:**

Beginning time of other school day (note AM or PM must display)	
Ending time of other school day (note AM or PM must display)	
Other School Day Minutes	-
Minus morning recess minutes (enter as negative)	
Minus lunch period minutes (enter as negative)	-
Minus afternoon recess minutes (enter as negative)	-
Equals Other School Day Instructional Minutes	-
Multiplied by number of other school days during 22/23	
Equals Total Other School Day Minutes	-

<b>Total Number of School Days</b>	180
Total Annual Instructional Minutes	54,700

1986-87 Requirement 54,000

See Tick Mark Legend at \_\_\_\_\_

Enter amounts in these cells. Remaining cells have formulas.

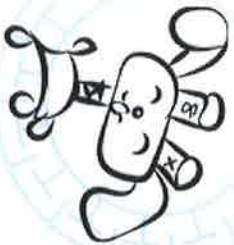
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# NEXT GEN SAS

NEXT GENERATION SCIENCE STANDARDS SHORT AND SIMPLE

*Find it hard to work with the gigantic Next Gen Standards sheet? Well, that makes two of us!  
Use SAS as your go-to quick reference to Next Gen Standards.*

*Quick scroll*



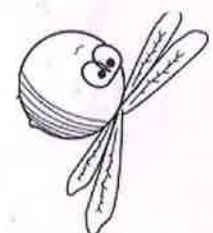
KINDER



G1



G2



G3



G4



G5



G6

*Go to Kinder Labs*



NCSS DCI

## Next Gen SAS (*Short and Simple*) Kindergarten

### Engineering - Explore effects of strength of a push or a pull (Motion and Stability: Forces and interactions K-PS2-1).

Plan and conduct an investigation to compare the effects of different strengths or different directions of pushes and pulls on the motion of an object.

**Engineering- Change the speed of an object with a push or a pull (Motion and Stability: Forces and interactions K-PS2-2).** Analyze data to determine if a design solution works as intended to change the speed or direction of an object with a push or a pull.\*

**Physics- Sunlight allows us to see things (Energy K-PS3-1).** Make observations to determine the effect of sunlight on Earth's surface.

**Engineering- Create something that makes shade (Energy K-PS3-2).** Use tools and materials to design and build a structure that will reduce the warming effect of sunlight on an area.

**Biology- What plants and animals need to survive (From Molecules to Organisms: Structures and Processes K-LS1-1).** Use observations to describe patterns of what plants and animals (including humans) need to survive.

**Weather and the Seasons (Earth's Systems K-ESS2-1).** Use and share observations of local weather conditions to describe patterns over time.

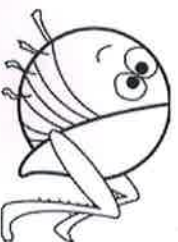
**Biology- Plants and animals make their own homes (Earth's Systems K-ESS2-2).** Construct an argument supported by evidence for how plants and animals (including humans) can change the environment to meet their needs.

**Biology- Animals have special abilities that help them survive in the places they live (Earth and Human Activity K-ESS3-1).** Use a model to represent the relationship between the needs of different plants or animals (including humans) and the places they live.

**Forecasting and responding to severe weather (Earth and Human Activity K-ESS3-2).** Ask questions to obtain information about the purpose of weather forecasting to prepare for, and respond to, severe weather.

**Conservation- How we can reduce our environmental impact through smart choices (Earth and Human Activity K-ESS3-3).** Communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.

## Next Gen SAS (*Short and Simple*) First Grade



*Go to Gi Labs*

**Physics- Explore vibrations and sound (Waves and their Applications for Information Transfer 1-PS4-1).** Plan and conduct investigations to provide evidence that vibrating materials can make sound and that sound can make materials vibrate.

**Physics- Light allows us to see (Waves and their Applications in Technologies for Information Transfer 1-PS4-2).** Make observations to construct an evidence-based account that objects can be seen only when illuminated.

**Physics- Experiment with light; transparent, translucent, opaque, and reflective (Waves and their Applications in Technologies for Information Transfer 1-PS4-3).** Plan and conduct an investigation to determine the effect of placing objects made with different materials in the path of a beam of light.

**Technology- Use light or sound to send signals (Waves and their Applications in Technologies for Information Transfer 1-PS4-4).** Use tools and materials to design and build a device that uses light or sound to solve the problem of communicating over a distance. (Drum beats, Morse Code, tin can telephones)

**Biology- We use technologies that are also found in nature (From Molecules to Organisms: Structures and Processes 1-LS1-1).** Use materials to design a solution to a human problem by mimicking how plants and/or animals use their external parts to help them survive, grow, and meet their needs. (Turtle shells/helmets, thorns/barbwire, burrs/Velcro birds/airplanes)

**Biology- How babies act helps them survive (From Molecules to Organisms: Structures and Processes 1-LS1-2).** Read texts and use media to determine patterns in behavior of parents and offspring that help off spring survive. (Babies cry and parents feed, comfort and protect)

**Biology- Offspring are not exactly like their parents (Heredity: Inheritance and Variation of Traits 1-LS3-1).** Make observations to construct an evidence-based account that young plants and animals are like, but not exactly like, their parents.

**Astronomy- Patterns of movement in the Sun, Moon, and Stars (Earth's Place in the Universe 1-ESS1-1).** Use observations of the sun, moon, and stars to describe patterns that can be predicted.

**Astronomy- Days get shorter and longer through the seasons (Earth's Place in the Universe 1-ESS1-2).** Make observations at different times of year to relate the amount of daylight to the time of year.

## Next Gen SAS (*Short and Simple*) Second Grade



*Go to G2 Labs*

**Engineering- Sorting materials based on properties; hardness, texture, color, flexibility (Matter and its Interactions 2-PS1-1).** Plan and conduct an investigation to describe and classify different kinds of materials by their observable properties.

**Engineering- Choose a purpose for a material based on its properties (Matter and its Interactions 2-PS1-2).** Analyze data obtained from testing different materials to determine which materials have the properties that are best suited for an intended purpose.

**Engineering- Many things are made of smaller pieces (Matter and its Interactions 2-PS1-3).** Make observations to construct an evidence-based account of how an object made of a small set of pieces can be disassembled and made into a new object.

**Chemistry- Reversible and irreversible changes (Matter and its Interactions 2-PS1-4).** Construct an argument with evidence that some changes caused by heating or cooling can be reversed and some cannot.

**Biology- Experiment with what plants need to survive (Ecosystems: Interactions, Energy, and Dynamics 2-LS2-1).** Plan and conduct an investigation to determine if plants need sunlight and water to grow.

**Biology- Seed Dispersion (Ecosystems: Interactions, Energy, and Dynamics 2-LS2-2).** Develop a simple model that mimics the function of an animal in dispersing seeds or pollinating plants. \*



**Biology- See the diversity of life in different habitats (Biological Evolution: Unity and Diversity 2-LS4-1).** Make observations of plants and animals to compare the diversity of life in different habitats.

**Earth Science- The earth's processes happen fast and slow; Earthquakes, volcanos, plate tectonics, evolution (Earth's Place in the Universe 2-ESS1-1).** Use information from several sources to provide evidence that Earth events can occur quickly or slowly.

**Engineering- Compare multiple solutions designed to slow or prevent wind or water from changing the shape of the land (Earth's Systems 2-ESS2-1).**

**Earth Science- Identify Landforms; continents, islands, lakes, rivers, etc (Earth Science 2-ESS2-2).** Develop a model to represent the shapes and kinds of land and bodies of water in an area.

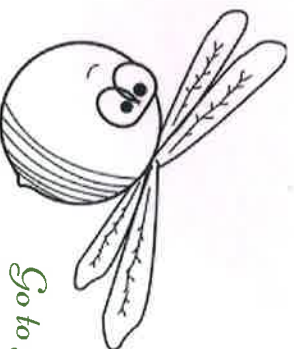
**Earth Science- Earths water (Earth's Systems 2-ESS2-3).** Obtain information to identify where water is found on Earth and that it can be solid or liquid.

**Engineering- Define a problem that could be solved by engineering a solution (Engineering Design K-2-ETS1-1).** Ask questions, make observations, and gather information about a situation people want to change to define a simple problem that can be solved through the development of a new or improved object or tool.

**Engineering- Show that geometric designs can be the solution to some problems (Engineering Design K-2-ETS1-2).** Develop a simple sketch, drawing, or physical model to illustrate how the shape of an object helps it function as needed to solve a given problem.

**Engineering- Compare and evaluate 2 engineered solutions to the same problem (Engineering Design K-2-ETS1-3).** Analyze data from tests of two objects designed to solve the same problem to compare the strengths and weaknesses of how each performs.

Next Gen SAS (Short and Simple)



Go to G3 Labs

## Third Grade

**Physics- Balanced and unbalanced forces (Motion and Stability: Forces and Interactions 3-PS2-1).** Plan and conduct an investigation to provide evidence of the effects of balanced and unbalanced forces on the motion of an object.

**Physics- Show that an objects motion is predictable (Motion and Stability: Forces and Interactions 3-PS2-2).** Make observations and/or measurements of an object's motion to provide evidence that a pattern can be used to predict future motion.

**Physics- Explore the effects of magnetism (Motion and Stability: Forces and Interactions 3-PS2-3).** Ask questions to determine cause and effect relationships of electric or magnetic interactions between two objects not in contact with each other.

**Physics- Solve a problem using magnets (Motion and Stability: Forces and Interactions 3-PS2-4).** Define a simple design problem that can be solved by applying scientific ideas about magnets.

**Biology- Develop models to describe that organisms have unique and diverse life cycles but all have in common birth, growth, reproduction, and death (From Molecules to Organisms: Structures and Processes 3-LS1-1).**

**Biology- Animals form herds, schools and flocks, colonies, and other groups to survive (Ecosystems: Interactions, Energy, and Dynamics 3-LS2-1).** Construct an argument that some animals form groups that help members survive.

**Biology- Animals inherit traits (Heredity: Inheritance and Variation of Traits 3-LS3-1).** Analyze and interpret data to provide evidence that plants and animals have traits inherited from parents and that variation of these traits exists in a group of similar organisms.

**Biology- Animals have traits and abilities that can be developed (Heredity: Inheritance and Variation of Traits 3-LS3-2).** Use evidence to support the explanation that traits can be influenced by the environment.

**Biology- We can tell what life was like long ago because of preserved evidence (Biological Evolution: Unity and Diversity 3-LS4-1).** Analyze and interpret data from fossils to provide evidence of the organisms and the environments in which they lived long ago.

**Biology- Genetic diversity is important for the survival of a species (Biological Evolution: Unity and Diversity 3-LS4-2).** Use evidence to construct an explanation for how the variations in characteristics among individuals of the same species may provide advantages in surviving, finding mates, and reproducing.



**Biology- Some species survive better or worse than others species (Biological Evolution: Unity and Diversity 3-LS4-3).** Construct an argument with evidence that in a particular habitat some organisms can survive well, some survive less well, and some cannot survive at all.

**Biology- Habitats and the species that live in them species change over time (Biological Evolution: Unity and Diversity 3-LS4-4).** Make a claim about the merit of a solution to a problem caused when the environment changes and the types of plants and animals that live there may change.

**Earth Science- Describe weather through the seasons (Earth's Systems 3-ESS2-1).** Represent data in tables and graphical displays to describe typical weather conditions expected during a particular season.

**Earth Science- Describe climates throughout the world (Earth's Systems 3-ESS2-2).** Obtain and combine information to describe climates in different regions of the world.

**Earth Science- Show how humans reduce the impact of weather hazards (Earth and Human Activity 3-ESS3-1).** Make a claim about the merit of a design solution that reduces the impacts of a weather-related hazard.

Next Gen SAS (*Short and Simple*)  
Fourth Grade



*Go to G4 Labs*

**Physics- Show how an object's speed is related to it's energy (Energy 4-PS3-1).** Use evidence to construct an explanation relating the speed of an object to the energy of that object.

**Physics- Energy changes when objects collide (Energy 4-PS3-3).** Ask questions and predict outcomes about the changes in energy that occur when objects collide.

**Physics- Energy comes in many forms; Sound, light, sound, heat, electricity (Energy 4-PS3-2).** Make observations to provide evidence that energy can be transferred from place to place by sound, light, heat, and electric currents.

**Physics- Make something that converts energy from one form to another (Energy 4-PS3-4).** Apply scientific ideas to design, test, and refine a device that converts energy from one form to another.

**Physics- Learn about waves: Amplitude, wavelength, and energy (Waves and their Applications in Technologies for**

**Information Transfer 4-PS4-1).** Develop a model of waves to describe patterns in terms of amplitude and wavelength and that waves can cause objects to move.

**Physics- Light reflecting off objects allows us to see (Waves and their Applications in Technologies for Information Transfer 4-PS4-2).** Develop a model to describe that light reflecting from objects and entering the eye allows objects to be seen.

**Physics- Use patterns to communicate (Waves and their Applications in Technologies for Information Transfer 4-PS4-3).** Generate and compare multiple solutions that use patterns to transfer information.

**Biology- Plants and animals have internal structures that help them survive (From Molecules to Organisms: Structures and Processes 4-LS1-1).** Construct an argument that plants and animals have internal and external structures that function to support survival, growth, behavior, and reproduction.

**Biology- The 5 Senses; Animal process signals and respond to them (From Molecules to Organisms: Structures and Processes 4-LS1-2).** Use a model to describe that animals receive different types of information through their senses, process the information in their brain, and respond to the information in different ways.

**Sedimentary layers can tell the story of the earth's past (Earth's Place in the Universe 4-ESS1-1).** Identify evidence from patterns in rock formations and fossils in rock layers to support an explanation for changes in a landscape over time.

**Earth Science- Observe and describe weathering and erosion (Earth's Systems 4-ESS2-1).** Make observations and/or measurements to provide evidence of the effects of weathering or the rate of erosion by water, ice, wind, or vegetation.

**Earth Science- Topographic maps of ocean and land (Earth's Systems 4-ESS2-2).** Analyze and interpret data from maps to describe patterns of Earth's features. Maps can include topographic maps of land and the ocean floor, as well maps of the locations of mountains, continental boundaries, volcanos, and earthquakes.

**Earth Science- All energy comes from natural resources, and using them effects the environment (Earth and Human Activity 4-ESS3-1).** Obtain and combine information to describe that energy and fuels are derived from natural resources and their uses affect the environment.

**Earth Science- Generate and compare multiple solutions to reduce the impacts of natural Earth processes on humans (Earth and Human Activity 4-ESS3-2).**

## Next Gen SAS (*Short and Simple*)

*Go to SS Labs*

### Fifth Grade

**Chemistry- Understanding Atoms and Molecules** (*Matter and Its Interactions 5-PS1-1*). Develop a model to describe that matter is made of particles too small to be seen.

**Chemistry- The Law of Conservation of Mass** (*Matter and Its Interactions 5-PS1-2*). Measure and graph quantities to provide evidence that regardless of the type of change that occurs when heating, cooling, or mixing substances, the total weight of matter is conserved.

**Chemistry- Classify materials based off their properties** (*Matter and Its Interactions 5-PS1-3*). Make observations and measurements to identify materials based on their properties.

**Chemistry- Understand chemical and physical reactions** (*Matter and Its Interactions 5-PS1-4*). Conduct an investigation to determine whether the mixing of two or more substances results in new substances.

**Physics- Understand that gravity pulls toward the center of the earth** (*Motion and Stability: Forces and Interactions 5-PS2-1*). Support an argument that the gravitational force exerted by Earth on objects is directed down.

**Biology- All energy on earth that animals use comes from the sun** (*Energy 5-PS3-1*). Use models to describe that energy in animals' food (used for body repair, growth, motion, and to maintain body warmth) was once energy from the sun.

**Biology- Plants use air, water, and sunlight to grow** (*From Molecules to Organisms: Structures and Processes 5-LS1-1*). Support an argument that plants get the materials they need for growth chiefly from air and water.

**Biology- Show the cycle of energy and matter in an ecosystem** (*Ecosystems: Interactions, Energy, and Dynamics 5-LS2-1*). Develop a model to describe the movement of matter among plants, animals, decomposers, and the environment.

**Astronomy- The relative brightness of stars is because of their distance from us** (*Earth's Place in the Universe 5-ESS1-1*). Support an argument that differences in the apparent brightness of the sun compared to other stars is due to their relative distances from Earth.

**Astronomy- Explain patterns in the direction and length of shadows** (*Earth's Place in the Universe 5-ESS1-2*). Represent data in graphical displays to reveal patterns of daily changes in length and direction of shadows, day and night, and the seasonal appearance of some stars in the night sky.

**Earth Science- Geosphere, biosphere, hydrosphere, and/or atmosphere (*Earth's Systems 5-ESS2-1*).** Develop a model using an example to describe ways the geosphere, biosphere, hydrosphere, and/or atmosphere interact.

**Earth Science- Distribution of salt and fresh water on earth (*Earth's Systems 5-ESS2-2*).** Describe and graph the amounts and percentages of water and fresh water in various reservoirs to provide evidence about the distribution of water on Earth.

**Conservation- How communities protect the earth's resources (*Earth and Human Activity 5-ESS3-1*).** Obtain and combine information about ways individual communities use science ideas to protect the Earth's resources and environment.

**Engineering- Define a simple problem that students can solve through engineering (*Engineering Design 3-5-ETS1-1*).** Define a simple design problem reflecting a need or a want that includes specified criteria for success and constraints on materials, time, or cost.

**Engineering- Find multiple solutions to the problem (*Engineering Design 3-5-ETS1-2*).** Generate and compare multiple possible solutions to a problem based on how well each is likely to meet the criteria and constraints of the problem.

**Engineering- Choose the preferred solution, test it, and improve it (*Engineering Design 3-5-ETS1-3*).** Plan and carry out fair tests in which variables are controlled and failure points are considered to identify aspects of a model or prototype that can be improved.



## Next Gen SAS (*Short and Simple*) Sixth Grade

**Biology- All living things are made of cells (*MS-LS1-1*).** Conduct an investigation to provide evidence that living things are made of cells; either one cell or many different numbers and types of cells.

**Biology- Cell organelles (*MS-LS1-2*).** Develop and use a model to describe the function of a cell as a whole and ways parts of cells contribute to the function

**Biology- Body systems (*MS-LS1-3*).** Use argument supported by evidence for how the body is a system of interacting subsystems composed of groups of cells. (circulatory, excretory, digestive, respiratory, muscular, and nervous systems)



**Biology- Sensory Receptors (MS-LS1-8).** Gather and synthesize information that sensory receptors respond to stimuli by sending messages to the brain for immediate behavior or storage as memories.

**Biology- Plant reproduction (MS-LS1-4).** Use argument based on empirical evidence and scientific reasoning to support an explanation for how characteristic animal behaviors and specialized plant structures affect the probability of successful reproduction of animals and plants respectively.

**Biology- Heredity (MS-LS1-5).** Construct a scientific explanation based on evidence for how environmental and genetic factors influence the growth of organisms. Describe specialized plant structures.

**Biology- The energy cycle and carbon cycle (MS-LS1-6).** Construct a scientific explanation based on evidence for the role of photosynthesis in the cycling of matter and flow of energy into and out of organisms.

**Biology- We are what you eat (MS-LS1-7).** Develop a model to describe how food is rearranged through chemical reactions forming new molecules that support growth and/or release energy as this matter moves through an organism.

**Biology- Gene Mutations (MS-LS3-1).** Develop and use a model to describe why structural changes to genes (mutations) located on chromosomes may affect proteins and may result in harmful, beneficial, or neutral effects to the structure and function of the organism.

**Biology- Asexual Reproduction (MS-LS3-2).** Develop and use a model to describe why asexual reproduction results in offspring with identical genetic information and sexual reproduction results in offspring with genetic variation.

**Earth Science- Hydrologic Cycle (MS-ESS2-4).** Develop a model to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity. [Clarification Statement: Emphasis is on the ways water changes its state as it moves through the multiple pathways of the hydrologic cycle. Examples of models can be conceptual or physical.] [Assessment Boundary: A quantitative understanding of the latent heats of vaporization and fusion is not assessed.]

**Earth Science - Weather Patterns (MS-ESS2-6).** Develop and use a model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates. [Clarification Statement: Emphasis is on how patterns vary by latitude, altitude, and geographic land distribution. Emphasis of atmospheric circulation is on the sunlight-driven latitudinal banding, the Coriolis effect, and resulting prevailing winds; emphasis of ocean circulation is on the transfer of heat by the global ocean convection cycle, which is constrained by the Coriolis effect and the outlines of continents. Examples of models can be diagrams, maps and globes, or digital representations.] [Assessment Boundary: Assessment does not include the dynamics of the Coriolis effect.]

**Energy- Kinetic energy and Mass (MS-PS3-1).** Develop and use a model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates. [Clarification Statement: Emphasis is on how patterns vary by latitude, altitude, and geographic land distribution. Emphasis of atmospheric circulation is on the sunlight-

driven latitudinal banding, the Coriolis effect, and resulting prevailing winds; emphasis of ocean circulation is on the transfer of heat by the global ocean convection cycle, which is constrained by the Coriolis effect.]

**Energy and Motion- Kinetic energy related to mass (MS-PS3-1).** Construct and interpret graphical displays of data to describe the relationships of kinetic energy to the mass of an object and to the speed of an object. Emphasis is on kinetic energy and mass separately from kinetic energy and speed. Examples can include riding a bike at different speeds, rolling different sized rocks downhill and getting hit by a wiffle ball vs a tennis ball.

**Energy and Motion- Potential energy (MS-PS3-2).** Develop a model to describe that when the arrangement of objects interacting at a distance changes, different amounts of potential energy are stored in the system. Clarification Statement: Emphasis is on relative amounts of potential energy, not on calculations of potential energy. Examples of objects within systems interacting at varying distances could include: the Earth and either a roller coaster cart at varying positions.

**Energy and Motion- Kinetic energy transfer (MS-PS3-5).** Construct, use, and present arguments to support the claim that when the motion energy of an object changes, energy is transferred to or from the object.

**Heat Transfer- Design insulators and conductors (MS-PS3-2).** Apply scientific principles to design, construct, and test a device that either minimizes or maximizes thermal energy transfer.\* [Clarification Statement: Examples of devices could include an insulated box, a solar cooker, and a Styrofoam cup.]

**Heat Transfer- Thermal inertia (MS-PS3-4).** Plan an investigation to determine the relationships among the energy transferred, the type of matter, the mass, and the change in the average kinetic energy of the particles as measured by the temperature of the sample. [Clarification Statement: Examples of experiments could include comparing final water temperatures after different masses of ice melted in the same volume of water with the same initial temperature, the temperature change of samples of different materials with the same mass as they cool or heat in the environment, or the same material with different masses when a specific amount of energy is added.]







State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## **ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS**

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### **INSTRUCTIONS TO THE EMPLOYER**

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*



**This form must be signed by either:**

- ☒ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

- ☐ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

- ☐ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

- ☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows:  
(Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

**Golden Feather UESD**

*Signature of the District Superintendent*

*District*

*Date*

*Signature of the County Superintendent of Schools*

*County*

*Date*

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*



State of California  
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Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022/2023

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Golden Feather UESD District CDS Code: 04-61457

Name of County: Butte County CDS Code: 139853

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### ► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, \_\_\_\_\_.

Submitted by (Superintendent, Board Secretary, or Designee):

Joshua J. Peete

Superintendent

Name

Signature

Title

530 533 3467

Fax Number

Telephone Number

Date

2771 Pentz RD Oroville, CA 95965

Mailing Address

jpeete@gfusd.org

EMail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	1
List target language(s) for bilingual authorization:	
Resource Specialist	1
Teacher Librarian Services	1

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	1
TOTAL	3

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☒ Yes ☐ No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

Chico State  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_

## **INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES TO BE PROVIDED BY BCOE**

This Independent Consultant Agreement for Special Services ("Agreement") is made as of February 10th, 2022, between the Butte County Office of Education ("BCOE") and Golden Feather Union Elementary School District ("Client") (together, "Parties").

WHEREAS, the Client is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and competent to perform the special services required, and the Client has determined the BCOE to be specially trained and competent to perform the special services required under this Agreement.

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in EXHIBIT "B";
3. **Compensation.** BCOE compensation from the Client shall be as set forth in EXHIBIT "B" as the proposed fee for Services.
4. **Expenses.** BCOE shall be paid any additional costs or expenses incurred by BCOE in performing Services for Client.
5. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
6. **Materials.** Client shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary for BCOE to complete the Services to be provided pursuant to this Agreement.
7. **Termination.** Either party may, with or without reason, terminate this Agreement with thirty (30) days written notice, and be compensated by Client for Services rendered up to the date of termination (i.e., BCOE will be compensated by Client for Services completed to date as a pro-rata amount of the full fees, costs, and expenses).
8. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless the BCOE, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The BCOE shall have the right to accept or reject any legal representation that Client proposes to defend the indemnified parties.

9. **Insurance.**

9.1. The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.

10. **Assignment.** The obligations of the Client pursuant to this Agreement shall not be assigned by the Client.

11. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**If to BCOE:**

BUTTE COUNTY OFFICE OF EDUCATION  
1859 Bird Street  
Oroville, CA 95965  
ATTN: Mary Sakuma

**If to Client:**

GOLDEN FEATHER UNION ELEMENTARY  
SCHOOL DISTRICT  
11679 Nelson Bar Road  
Oroville, CA 95965  
ATTN: Josh Peete

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

13. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the BCOE's governing board. Services shall not be rendered until Agreement is approved or ratified.

15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**BCOE:**

Dated: \_\_\_\_\_, 2022

BUTTE COUNTY OFFICE OF EDUCATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Client:**

Dated: \_\_\_\_\_, 2022

GOLDEN FEATHER UNION ELEMENTARY  
SCHOOL DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT "A"**

### **Scope of Services**

Butte County Office of Education (BCOE) will provide LAN Services to Golden Feather Union Elementary School District. The LAN Services provided for the District under this agreement are for the design, installation, maintenance, and support of LAN networking equipment. This service is available to GFUSD (District) departments and Administrative units for support of customers within a building, campus, or remote small office environments. Specific services to be provided include:

1. Provide LAN Services to the district in accordance with industry best practices
2. Provide installation, maintenance and support of LAN based hardware (Servers, Switches and Wi-Fi)
3. Provide installation, maintenance and support of end user devices (Workstations, Printers and Peripherals)
4. Provide support for Google (GAFE) which includes configuration and management
5. Chromebook, tablet and mobile device provisioning
6. Hardware and software configuration changes as needed
7. Software upgrades and patches (including bug fixes and security patches) as needed
8. Coordination of all hardware/software repairs with the district representative
9. Identify and diagnose failed components and assist with installation of replacement components
10. Monitoring of the core network infrastructure (Servers, Network)
11. Provide annual budget recommendations for new technology
12. Assist with district wide implementation of backups
13. Installation and support of video conferencing systems
14. Project planning, oversight and management
15. Documentation of network infrastructure

#### **Services Not Included**

The following services are not included with our LAN Service:

- Cost for hardware replacement devices or components
- Cost for software and licenses
- Installation, configuration, or maintenance of Wide Area Network (WAN) equipment
- Installing or relocating wiring
- Installation or mounting of projectors, cameras, bell systems, speakers, clocks and alarm system
- Technical training of non BCOE employee
- E-Rate consulting and assistance
- Web site development and hosting
- Provide support for non-district owned equipment
- Support and maintenance of phone systems (POTS)

**Customer Responsibilities**

- Submit a request by phone or email to the ITS Service Desk for any Information Technology related services requests
- Designate a point of contact(s) responsible for submitting IT related work requests
- Must pay invoices within two weeks of receiving

**SLA – Service Level Agreement**

- BCOE will acknowledge voice or email inquiries regarding LAN support requests within 8 hour during support hours
- Response to service interruptions will include voice, email, SMS, or physical response, depending on the severity of the issue
- If the LAN support request is not deemed an emergency, a service request will be scheduled for the next LAN service support day
- Technical support may include remote, telephone or in-person support
- BCOE ITS will coordinate the repair or replacement of LAN equipment with the designated site contact
- Scheduled routine maintenance will need to be performed occasionally on District owned servers or network equipment for software upgrades, hardware upgrades, and patches, which may need to happen during school hours
- BCOE will provide at least 2 week notice for planned scheduled maintenance that creates a service interruption

## EXHIBIT "B"

### Fee Schedule

#### Terms of Agreement

- The term of this contract is for three (3) years effective 7/1/2022 through 6/30/2025
- The annual cost for 360 hours of LAN Server (System Administrator) is \$34,200 (\$95/hr.)
- **Attachment A** includes the sites (campus) in the LAN Service Contract
- **Attachment B** includes virtually hosted servers

#### Optional Services

- ☒ Virtual Server Hosting and backup services at Butte County Office of Education Colocation Center  
(Rates will vary depending on disk, CPU and memory requirements) See Attachment B

#### Attachment A

Item no.	
1	Spring Valley School
2	Concow School

#### Attachment B

Item no.		Quarterly Hosting Fee
1	GFUSD-DC, GFUSD-FP	Quarterly Service Charge: \$500.00

\*Hosting fee is based on 2 servers and price will vary if servers are added, modified or removed.

\*Payments will be broken into four quarters and added to the quarterly LAN bill.

#### Virtual Machine Hosting Services Waiver:

BCOE will use and maintain appropriate daily backups of your Virtual Servers within the BCOE Datacenter. Although routine maintenance of backups and reports are heavily monitored, BCOE cannot be held responsible for any data loss, alteration, and corruption of any software, data or files. This also includes data corruption due to database problems, lapse in time from a previous restore point, software bugs, hardware failures, malicious attacks, or natural disaster.

2022-2023  
Initial Proposal  
from the  
California School Employees Association and its Golden Feather Chapter #400 (CSEA)  
to the  
Golden Feather Union School District

---

1. Article 7: CSEA proposes to negotiate a fair and equitable salary increase
2. Article 17: CSEA proposes to negotiate an increase to the benefit cap



MATTHEW P. JUHL-DARLINGTON  
Attorney at Law  
mdarlington@DWKesq.com

Chico

May 9, 2022

**VIA EMAIL**

Joshua Peete  
Superintendent  
Golden Feather Union School District  
2771 Pentz Road  
Oroville, CA 95965  
Email: jpeete@gfusd.org

Re: 2022-2024 Agreement for Professional Services

Dear Mr. Peete:

For more than 45 years, we have provided legal advice and counseling services to California school and community college districts. We appreciate more than ever the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. Together, we have met the challenges of a worldwide pandemic and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will support you with our full range of expertise to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for the 2022-2023 and 2023-2024 school years which includes some new terms enabling us to better meet current and future challenges on your behalf. The top end of rate ranges for our different attorney groups will increase by \$5 to \$15 dollars; however, for the first time, we are providing a two-year Agreement. This means there will be no changes to the billing ranges during this time period, although individual attorney hourly rates may be adjusted within the existing ranges.

We are excited to add the category of "Shareholder Emeritus" so that attorneys with decades of experience who have stepped back from active firm management can continue to offer you the highest level of legal expertise. We have added sections to comply with new laws in the areas of fingerprinting and vaccinations. Finally, our modes of communication and providing advice have been updated to keep pace with technology.

SAN FRANCISCO  
200 California Street  
Suite 400  
San Francisco, CA 94111  
TEL 415.543.4111  
FAX 415.543.4384

LONG BEACH  
444 W. Ocean Blvd.  
Suite 1070  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

SAN DIEGO  
750 B Street  
Suite 2600  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

CHICO  
2485 Notre Dame Blvd.  
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

BERKELEY  
2087 Addison Street  
2nd Floor  
Berkeley, CA 94704  
TEL 510.345.6000  
FAX 510.345.6100

FRESNO  
7170 N. Financial Drive  
Suite 135  
Fresno, CA 93720  
TEL 559.388.5802  
FAX 559.388.5803

[www.DWKesq.com](http://www.DWKesq.com)

Joshua Peete, Superintendent  
Golden Feather Union School District  
May 9, 2022  
Page 2

We will continue to offer the Golden Feather Union School District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

DANNIS WOLIVER KELLEY

A handwritten signature in dark ink, appearing to read "Matt Juhl" with a stylized flourish at the end.

Matthew P. Juhl-Darlington

MJD:nm

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on May 9, 2022, by and between the Golden Feather Union 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 July 1, 2022, through and including June 30, 2024, 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, ensure access for Attorney to communicate with the District's governing board as appropriate, 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 sixty-five dollars (\$265) to three hundred seventy-five dollars (\$375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred dollars (\$300) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty-five dollars (\$265) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars (\$395) to four hundred fifty dollars (\$450) 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. Mr. Dannis' hourly rate shall be \$450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for, or attending meetings with or for District, it may be necessary for Attorney to work for and bill other clients. 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.

**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 charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e., Westlaw, e-discovery). Any discount received on such services is passed along to Client by Attorney. 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. Such expenses shall be provided at cost unless otherwise specified.

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. 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. District shall pay Attorney's statements within thirty (30) days after each statement's date.

**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. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

**CONSENT TO USE OF E-MAIL AND CLOUD SERVICES.** In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such e-mail transmissions with District and District's representatives and agents. In addition, Attorney uses cloud computing services 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. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

**CONFLICT OF INTEREST.** In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will 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 reasonable written notice of termination to the other party.



**COUNTERPARTS.** This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

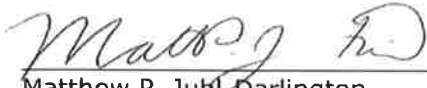
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

GOLDEN FEATHER UNION SCHOOL DISTRICT

  
Joshua Peete  
Superintendent

5-10-22  
Date

DANNIS WOLIVER KELLEY

  
Matthew P. Juhl-Darlington  
Attorney at Law

May 9, 2022  
Date

At its public meeting of \_\_\_\_\_, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

May 10, 2022

Golden Feather Union School District  
2771 Penty Road  
Orville, CA 95965

It has been my pleasure to volunteer,  
be an employee and Board member  
at GFUSD.

It began in 1974 and ended May 4, 2022  
when our home sold on Yankee Hill Road.  
I enjoyed all aspects I experienced, but  
the favorite of all were the students.

Thank you all for my experiences and  
friendships over the years.

Sincerely,

Deborah J. Ingvaldsen

3463 Bamboo Orchard Drive

Chico, CA 95973



**Mary Sakuma**

Superintendent  
msakuma@bcoe.org

**Student Programs  
and Educational  
Support**

**Michelle Zevely**

Associate  
Superintendent  
mzevely@bcoe.org

**Curriculum  
& Instruction**

**Shirley Williams**

Administrator  
shwilliams@bcoe.org

1859 Bird Street  
Oroville, CA 95965  
(530) 712-2246  
Fax (530) 532-5794  
<http://www.bcoe.org>

**Board of Education**

Karin Matray  
Alan White  
Brenda J. McLaughlin  
Amy Christianson  
Mike Walsh  
Julian Diaz  
Daniel Alexander

An Equal Opportunity  
Employer

April 14, 2022

Golden Feather Union Elementary  
Josh Peete, Superintendent  
2771 Pentz Rd  
Oroville CA 95965

Dear Josh,

Enclosed is a copy of the service agreement between BCOE and Golden Feather Union Elementary School District for the 2022-23 school year. This agreement is for BCOE to provide Aeries data management, as well as complete your CALPADS and ConApp submissions, which allows your LEA to adhere to State and Federal mandates and timelines.

Please obtain your Board's approval by June 30, annually, in order for the Butte County Office of Education to provide the agreed upon service(s). After Board approval, please return the signed documents to me. I will obtain the BCOE Superintendent's signature, ensure you receive a fully executed copy, and file the original with BCOE Fiscal Services. In addition, a copy will be on file in our office.

As always, it is a pleasure to work with you. If you have any questions or concerns, please do not hesitate to phone our office at (530) 532-5644.

Sincerely,

Shirley Williams  
Administrator

"WHERE STUDENTS COME FIRST"

## AGREEMENT

Butte County Office of Education  
Curriculum & Instruction Office  
and  
**Golden Feather Union Elementary**

This agreement is entered into between Golden Feather Union Elementary ("LEA") and Butte County Office of Education ("BCOE") as of July 1, 2022.

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT "A" AND "B" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. This Agreement will be in effect for the 2022-2023 school year. The term of the agreement will be July 1-June 30 annually.
3. **Compensation.** BCOE's compensation from the Client shall be based on an annual re-evaluation of staffing needs and operating costs to support data management services to the LEA. Notice shall be provided to the BCOE by February 1<sup>st</sup> each year if the LEA elects to terminate data management for the following academic year.

### AVAILABLE SERVICES AND FEE SCHEDULE

Data Management	Annual Fee	Includes
CALPADS Management	\$12,000 base rate	operating costs, technical assistance
Additional School Sites	\$4,000 each	
AERIES Management Base Fee	\$4200	
AERIES Management Per Student License (CBEDS)	\$15/ student	full access to Aeries platform and tools
<b>ConApp Management</b>	<b>Annual Fee</b>	<b>Includes</b>
ConApp Management-Submission	10% of the aggregate of Title 1 funding	operating costs to complete the annual Consolidated Application
<b>Short-Term Daily Rate</b>	<b>Annual Fee</b>	<b>Includes</b>
Web Based and/or New Staff Training	\$250/ up to 3 hours	operating costs, planning, prep
Site Based and/or New Staff Training	\$450/ day	operating costs, planning, prep, travel

4. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
5. **Termination.** Each academic year the BCOE will reevaluate staffing needs and operating costs to support data management services to the LEA. Therefore, this MOU is an ongoing agreement and notice shall be provided to the BCOE by February 1<sup>st</sup> each year, if the LEA elects to terminate data management for the following academic year.

6. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless BCOE and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorney's fees and costs, directly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused by the negligence or willful misconduct of the indemnified parties.
7. **Insurance.** The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.
8. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**If to BCOE:**

BUTTE COUNTY OFFICE OF EDUCATION  
1859 Bird St.  
Oroville, CA 95965  
(530) 532-5644  
ATTN: Shirley Williams

**If to Client:**

GOLDEN FEATHER UNION ELEMENTARY  
2771 Pentz Rd  
Oroville, CA 95965  
(530) 533-3833  
ATTN: Josh Peete

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
10. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the BCOE's governing board and clients governing board. Services shall not be rendered until Agreement is approved or ratified.
12. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

13. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

16. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**BUTTE COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GOLDEN FEATHER UNION ELEMENTARY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **Scope of Data Management Services for Golden Feather Union Elementary**

**The BCOE agrees to provide the following, including, but not limited to:**

**☒ Student Data Management and CALPADS**

- CALPADS management including SSID's; enrollment and CAASPP updates; all Fall 1, Fall 2 and End of Year reporting; quality control
- Provide technical assistance as it relates to CALPADS reporting
- Other student data extraction and reporting, as relevant to the K-12 school, including LCAP data extraction and organization support; other requested data uploads; CBEDS Staff data reporting and biannual Civil Rights data reporting

**☒ Student Data Management- Aeries**

- Aeries management including Aeries database and web services hosting; management of SQL Server permissions, user IDs and roles; enrollment data review; Aeries software updates, grading cycle processing, assessment uploads; Aeries annual roll; general support and quality control
- Attendance accounting, as needed
- Provide technical assistance for Aeries data entry and best practices.

**☒ Personnel Management**

- Hire, maintain and supervise staff appropriately qualified to conduct CALPADS data management on behalf of LEA
- Provide professional learning opportunities for the BCOE data management staff
- Maintain confidentiality and ensure student privacy, as required by all applicable laws outlined in the *LEA Data Privacy MOU*

**☒ Accuracy and Submission Timelines**

- Ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Operational Agreement.
- Adhere to publicly posted State and Federal timelines for data submission.

**The LEA hereby agrees to all of the following, as applicable to the service(s) provided, including, but not limited to:**

**Program Records**

- Enter data in Aeries in accordance with protocols and procedures
- Provide Special Education and 504 record information for Aeries/CALPADS data management in accordance with protocols and procedures
- Provide Free & Reduced Lunch Count data for data management in accordance with protocols and procedures
- Provide English Language Learner student data for data management in accordance with protocols and procedures

**Attendance**

- Mark tardies and absences in Aeries database through Aeries Web
- Verify absences and make changes, as needed

**Enrollments**

- Create and maintain student enrollment records in the Aeries system. *All enrollment data will be verified by the BCOE in accordance with protocols and procedures*

**Accuracy and Submission Timelines**

- Ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Operational Agreement.
- Adhere to publicly posted State and Federal timelines for data submission.

**Remit a Fee for Service**

- A fee in the amount of **\$17,355** will be remitted to the BCOE by April 30, 2023 **for the following service(s):**
- CALPADS Management
  - \$12,000
- Aeries Data Management
  - \$4,200 Aeries Base Fee
  - \$1,155 Aeries Per Student Fee (77)



## **EXHIBIT "B"**

### **Scope of Con App Management Services for Golden Feather Union Elementary**

**The BCOE agrees to provide the following, including, but not limited to:**

#### **ConApp Management**

- THE BCOE agrees to provide technical assistance as it relates to Consolidated Application certification
- THE BCOE agrees to refresh contact information in CARS (Consolidated Application Reporting System)
- THE BCOE agrees to ensure the accuracy of data entered into and reported from Fiscal Services for both Winter and Spring submissions
- THE BCOE agrees to adhere to publicly posted State and Federal timelines for data submission
- THE BCOE agrees to provide guidance for acceptable uses of funds
- THE BCOE agrees to provide professional development to ensure compliance with all assurances

#### **Personnel Management**

- THE BCOE agrees to hire, maintain and supervise staff appropriately qualified to conduct ConApp management on behalf of LEA
- THE BCOE agrees to provide professional learning opportunities for the BCOE categorical support staff
- THE BCOE agrees to maintain confidentiality and ensure student privacy, as required by all applicable laws

#### **Accuracy and Submission Timelines**

- THE BCOE agrees to ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Exhibit.
- THE BCOE agrees to adhere to publicly posted State and Federal timelines for data submission.
- As soon as ConApp data is entered, we will send you a hard/electronic copy for review and any signatures needed. All responses and/or signatures must be returned to the BCOE in a timely fashion before the BCOE can certify the ConApp.

**The LEA agrees to provide the following, including, but not limited to:**

- The MEMBER LEA agrees to meet all deadlines and provide all necessary information and data requested by the BCOE for the preparation, implementation, and evaluation of the approved cooperative project.

- The MEMBER LEA agrees to conduct the program in its district according to the cooperative project as approved by the State Board of Education and as required by the State and Federal regulations.
- The MEMBER LEA agrees to pay a sum of ten (10) percent of the aggregate of its Title 1 funding to the BCOE for the services rendered.
- The MEMBER LEA assures that equipment, facilities, materials, and services purchased from project funds will be used for eligible program participants and that disposition of such equipment, facilities, and materials will comply with State and Federal regulations and procedures.

**Data Privacy**  
**Memorandum of Understanding**  
**Butte County Office of Education**

**and**

**Golden Feather Union Elementary**

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**Date:** July 1, 2022

The Memorandum of Understanding ("MOU") is entered into on July 1, 2022 by and between Butte County Office of Education ("BCOE" or "Provider"), Golden Feather Union Elementary and the District ("LEA" and collectively, "Parties").

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain data services ("Services") pursuant to a contract dated July 1, 2022 ("Service Agreement"); and

**WHEREAS**, in order to provide the Services described in the MOU, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

**WHEREAS**, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, the Parties wish to enter into this MOU to ensure that all data services conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of MOU.** The purpose of this MOU is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
2. **Nature of Services Provided.** The Provider has agreed to provide the following data services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided.** In order to perform the Services described in Exhibit A, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":
4. **MOU Definitions.** The definition of terms used in this MOU is found in Exhibit "C". In the event of a conflict, definitions used in this MOU shall prevail over term used in any Service Agreement.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in Exhibit A.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to Exhibit A, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this MOU.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With FERPA.** LEA shall provide data for the purposes of Exhibit A in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this MOU.
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
4. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this MOU.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
2. **Authorized Use.** The data shared pursuant to Exhibit A including persistent unique identifiers, shall be used for no purpose other than the Services stated and/or otherwise authorized under the statutes referred to in subsection (1), above.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared.

4. **No Disclosure.** Provider shall not disclose any data obtained in a manner that could identify an individual student to any other entity in published results of studies. Deidentified information may be used for the purposes of development and improvement of educational sites, services, or applications.
5. **Disposition of Data.** Provider shall dispose of all personally identifiable data obtained under Exhibit A when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data obtained beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been deidentified or placed in a separate Student account, pursuant to the other terms of the MOU. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
6. **Advertising Prohibition.** Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. All employees with access to Student Records shall pass criminal background checks.
  - b. **Destruction of Data.** Provider shall destroy all personally identifiable data obtained under Exhibit A when it is no longer needed for the purpose for which it was

obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonably agree. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to Exhibit A in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to Exhibit A, except as necessary to fulfill the purpose of data requests by LEA.
  - d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
  - e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to Exhibit A in an environment using a firewall that is periodically updated according to industry standards.
  - f. **Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to Exhibit A.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:
- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.



- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
- i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

## ARTICLE VI: MISCELLANEOUS

1. **Term**. The Provider shall be bound by the terms and obligations of this MOU **for one year**, or so long as the Provider maintains any student data.
2. **Termination**. In the event that either party seeks to terminate this MOU, they may do so by mutual written consent so long as any corresponding Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival**. If a Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).

4. **Priority of Agreements.** This MOU shall govern the treatment of student records in a service agreement in order to comply with the privacy protections, including those found in FERPA and AB 1584.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
6. **Entire Agreement.** This MOU constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This MOU may be amended and the observance of any provision of this MOU may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
8. **Severability.** Any provision of this MOU that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this MOU, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction.

9. **Governing Law; Venue and Jurisdiction.** THIS MOU WILL BE GOVERNED BY AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN BUTTE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MOU OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Notice may be sent to:**

Butte County Department of Education  
Attn: Student Programs Administrator  
1859 Bird St.  
Oroville, CA 95965  
(530) 532-5650

**SIGNATURES**

Josh Peete \_\_\_\_\_, Superintendent \_\_\_\_\_  
Print Name Title

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mary Sakuma \_\_\_\_\_, BCOE Superintendent of Schools \_\_\_\_\_  
Print Name Title

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

DESCRIPTION OF SERVICES

Contracted services are described in BCOE Curriculum & Instruction Office Agreement agreement dated 07/1/2022.

**EXHIBIT “B”**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if used by your system
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>

**EXHIBIT “B”**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if used by your system
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID Number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>

# **EXHIBIT "B"** **SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
Other	Other student word data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data – Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data elements used, stored or collected by your application	<input type="checkbox"/>

## EXHIBIT "C"

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**NIST 800-63-3:** Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

**Operator:** For the purposes of SB 1177, SOPIPA, the term "operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the MOU, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

#### General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record



## Information in the Student's Email

**Provider:** For purposes of the MOU, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the MOU the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**SB 1177, SOPIPA:** Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Service Agreement:** Refers to the Contract or Purchase Order to which this MOU supplements and modifies.

**School Official:** For the purposes of this Agreement and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subscribing LEA:** An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection,

analytics, storage, or other service to operate and/or improve its software, and who has access to PII. This term shall also include in its meaning the term "Service Provider," as it is found in SOPIPA.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**Third Party:** The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



May 4, 2022

Dear Golden Feather Union Elementary School District,

At North Valley Community Foundation, nothing makes us happier than having the privilege and honor of supporting the work being done by so many in our communities.

We are therefore delighted to present you with a grant from BSF - NVCF - Founder to help you continue your work. Please note the following details about the grant:

**Grant amount:** \$35,588.00

**Purpose:** Facility Update and Remodel for Golden Feather Pool

When making a public announcement about this grant, we would appreciate if you would recognize the support from the BSF - NVCF - Founder at the North Valley Community Foundation. In the interest of our donors' privacy, we do not disclose their contact information unless specifically requested by the donor. Please do not issue a tax receipt to either the North Valley Community Foundation or the donor for this grant.

Unless you have received and signed a grant agreement in order to accept this grant, there are no formal reporting requirements.

If you have any questions or concerns regarding this grant, please feel free to contact our Vice President for Grant Programs and Client Services at [ltodd@nvcf.org](mailto:ltodd@nvcf.org).

With gratitude,

A handwritten signature in black ink, appearing to read "Alexa Benson-Valavanis". The signature is stylized with a large, looping initial 'A'.

Alexa Benson-Valavanis, President & CEO

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## Golden Feather Un SD

### Administrative Regulation

#### Grades/Evaluation of Student Achievement

AR 5121

#### Students

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

#### Grades for Achievement

For grades TK-4 students' level of progress shall be reported as follows:

<b>Key for Performance Levels</b> (The goal is for all students to reach Level 3, Proficient, by the end of the year.)		
4	<b>Exemplary</b>	Student demonstrates an <b>advanced understanding</b> of concepts, skills and processes taught in this reporting period. Exceeds the required performance.
3	<b>Proficient</b>	Student consistently demonstrates <b>an understanding</b> of concepts, skills, and processes taught in this reporting period.
2	<b>Developing</b>	Student is <b>not yet consistent</b> in demonstrating an understanding of concepts, skills, and processes taught in this reporting period.
1	<b>Emerging</b>	Student <b>does not demonstrate an understanding</b> of grade-level concepts, skills, and processes taught in this reporting period. The student is performing significantly below grade-level expectations.
NA	<b>Not assessed</b>	<b>Not assessed</b> this reporting period.

For grades 5-8, grades for achievement shall be reported for each grading period as follows:

Letter Grade(s) - Based on Effort, Work Completion and Performance	Behavior and Other Class Marks	Standards-Based Key Performance Levels
A = Exemplary	O = Outstanding	<b>4 - Exemplary</b> Exceeds the required/expected performance for this reporting period.
B = Proficient	S = Satisfactory	<b>3 - Proficient</b> Consistently demonstrates an understanding of concepts/skills taught this reporting period.
C = Developing	U = Unsatisfactory	<b>2 - Developing</b> Not yet consistent in demonstrating understanding of concepts/skills taught this reporting period.
I = Unsatisfactory, Incomplete or insufficient work	I = Incomplete or insufficient work	<b>1 - Emerging</b> Does not demonstrate an understanding of concepts/skills taught this reporting period.

#### Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(cf. 6142.7 - Physical Education and Activity)

#### Peer Grading

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

#### Effect of Absences on Grades

Teachers who withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians at the beginning of the school year or semester. When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's

record shall specify that the grade was assigned because of excessive unexcused absences.  
(Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

(cf. 6173.1 - Education for Foster Youth)

#### Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade points assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed.

(cf. 5126 - Awards for Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

Regulation GOLDEN FEATHER UNION SCHOOL DISTRICT  
approved: May 18, 2022 Oroville, California