

# Golden Feather UESD November 4, 2020 Board Advance Agenda

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

Time: Closed Session: 4:30 PM Open Session: 5:00 PM

*For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3467 at least two days before the meeting date.*

## **1.0 CALL TO ORDER – TIME:**

### **BOARD OF TRUSTEES**

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

Josh Peete	Superintendent	_____
Pearl Lankford	Executive Assistant	_____

\*Public Comment

## **2.0 Motion to Convene to Closed Session**

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

## **3.0 Closed Session**

### **3.1 Public Employee Discipline/Dismissal/Release**

### **3.2 Conference with Labor Negotiator – Josh Peete**

## **4.0 Motion to Reconvene to Open**

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

## **5.0 Report Out**

## **6.0 Flag Salute**

## **7.0 Public Comments**

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

## **8.0 Discussion**

### **8.1 5<sup>th</sup>/6<sup>th</sup> Grade Presentation**

### **8.2 Employee Recognition**

### **8.3 Update Board Goals**

**9.0 ACTION ITEMS**

**9.1 Approve Updated Board Goals**

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

**9.2 Accept Classified Resignation Effective 12/31/2020 (Douglas Stratton)**

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

**9.3 Approve BCOE/Golden Feather MOU for Coordinated District Support (REF)**

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

**10.0      For the Good of the Order**

**11.0      Motion to Reconvene to Closed Session**

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

**Report Out:**

**12.0      Adjournment**



## MEMORANDUM OF UNDERSTANDING

*Butte County Office of Education*  
*Coordinated District Support*  
and  
Golden Feather Elementary School District

This Memorandum of Understanding ("MOU") is entered into between Golden Feather Elementary School District ("District") and Butte County Office of Education ("BCOE") as of July 1, 2020.

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. This MOU will be in effect for the 2020-2021 school year
  - 2.1. "Consultations" = Mutually agreed upon dates and times
  - 2.2. Fifty-two mutually agreed upon consultations,
  - 2.3. Consultations will not exceed 52 without mutual agreement by both parties.
3. **Compensation.** BCOE's compensation from the Client shall be based on one consultant's daily rate (salary and benefits) plus ½ day of prep for each consultation. ( $\$650 \times 1.5 = \$975$  per day)
  - 3.1. Consultations that include more than one team member will not incur increased cost.
  - 3.2. Client agrees to pay up to \$50,700 for services rendered and materials (if applicable) during 2020-2021 school year.
  - 3.3. BCOE will initiate an S-Transfer for the amount due by June 15, 2021.
4. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
5. **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.
6. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice. BCOE will 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).
7. **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 attorney's 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.

8. **Insurance.** The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.
9. **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  
5 County Center Dr.  
Oroville, CA 95965  
ATTN: Jeanette Spencer

**If to Client:**

Golden Feather School District  
11679 Nelson Bare Road  
Oroville, California 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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**17. 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:

Client:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

BUTTE COUNTY OFFICE OF EDUCATION

\_\_\_\_\_

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

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

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

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

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

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

**EXHIBIT "A"**

**Scope of Services for**

**Golden Feather School District**

**BCOE agrees to provide professional learning and school leadership support consisting of:**

Fifty-two mutually agreed upon consultations with the purpose of planning and providing customized services.

Site examples may include, but not limited to:

- one on one consultation with district and school administrator
- internal capacity-building and development for school-wide systems of support including:
  - Positive Behavior Interventions
  - Restorative Practices
  - Social Emotional Learning
  - School Climate
  - Mental Wellness
  - Multi-Tiered System of Support
  - Universal Design for Learning
  - Student-Centered Coaching
  - Subject Area Expertise Math, Reading and Science
  - Developing Mission and Vision
  - Scope and Sequence of Learning across grade levels and subject areas
  - Distance Learning
  - Other content as requested

District examples may include, but not limited to:

- Consultation with District Leadership Team
- District-wide PD days
- Full access to BCOE's PBIS Professional Development Leadership Team Package
- Full access to School Climate PD bundles that BCOE offers in 2020-2021

**Deliverables-** will be mutually developed and agreed upon by Golden Feather Elementary School District and BCOE.

Examples might include:

- Create 3-5 year plan for PBIS implementation.
- Annual measurement of each school's PBIS fidelity
- Create a 3—5 year plan for implementation of Social Emotional Learning support for all students, inclusive of Restorative Practices
- Review of district-wide and/or school-wide positive discipline policy
- MTSS Implementation Survey (FIA)
- Mission and Vision
- Scope and Sequence of Learning across Grade Levels and Subjects Plan
- Create a Distance Learning Plan

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**Teacher Coaching and Onsite Support**

Using Student Centered Coaching Model, provide one on one teacher coaching for:

- Using Social Emotional Learning strategies in the classroom
- Classroom PBIS Implementation
- Using Circles in the classroom
- Universal Design for Learning
- Subject Matter Expertise ELA, Math, and Science
- Student Centered Coaching
- Assessment Data Analysis
- Other content as requested