

JEG CONSULTING

E-RATE SERVICES CONTRACT FOR 2019-2020

THIS AGREEMENT is made and entered into this _____ day of _____ 2018, in the County of Butte, State of California, by James Galloway the sole proprietor of JEG Consulting , and Golden Feather Union School District hereinafter called the "District".

WITNESSETH:

WHEREAS, the District is pursuing E-Rate discounts to help fund the Technology Project(s)

WHEREAS, the District has determined that it has a need to enter into this Agreement with JEG Consulting for the E-rate application services described herein;

NOW THEREFORE, it is mutually agreed by the parties hereto, as follows:

Article 1: Contract with JEG Consulting: The District hereby contracts with JEG Consulting to perform the necessary E-rate application services as hereinafter set forth.

Article 2. JEG Consulting Services and District Responsibilities:

JEG Consulting hereby agrees to perform the following E-rate application services set forth to the satisfaction of the District and described in Attachment A: The district agrees to provide the information required by the dates shown in Attachment A.

Article 3. JEG Consulting Fee: The District shall pay JEG Consulting for the performance of E-rate application services for (Phase 1), and (Phase 2). The total contract amount for the e-rate services is one thousand eight hundred dollars, (\$1,800).

Article 4. Payments: Payment of JEG Consulting fees shall be made pursuant to the following schedule after receipt and approval by district of such reports as District may specify to verify the satisfactory performance by JEG Consulting of the work to which each payment pertains. Nine hundred dollars (\$900) will be paid upon completion of the form 471 applications and item 21 submittals in mid February. The balance (\$900) will be paid upon the notice of acceptance from the SLD of the form 486 for all funded applications but no later than May 30, 2020. All invoices due and payable net 30 days.

Article 5. Time of performance and Term of Agreement: The services called for under this agreement shall be provided by JEG Consulting during the period commencing on the date of the contract and ending upon completion of the project.

Article 6. Employee Benefits, Hold Harmless: JEG Consulting is a single person entity, therefore employee Benefits are not an element of this agreement. JEG Consulting agrees to indemnify and to hold free and harmless the District, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise of be asserted

against District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 7. Worker's Compensation Insurance: Since JEG Consulting is a single person entity/sole proprietorship, therefor there is no need to provide or hold the District accountable for any items in the area of workers compensation insurance.

Article 8. Confidentiality and Use of Information: JEG Consulting shall hold in trust for the District, and shall not disclose to any person, any confidential information. The District shall keep confidential information which is related to JEG Consulting research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. JEG Consulting shall advise District of any and all material used, or recommended for use by JEG Consulting to achieve the project goals, that are subject to any copyright restrictions or requirements.

Article 9. Administrator of Agreement: This Agreement shall be administered on behalf of the District. Any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Attn: Josh Peete Superintendent 11679 Nelson Bar Road, Oroville CA. 95965

For JEG: Attn: James E. Galloway, 115 Edgemont Drive, Oroville, CA. 95966

Article 10. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the District except JEG Consulting proprietary information/products.

Article 11. Information provided to SLD, other parties, procurement: The District is solely responsible for the application information provided to the SLD, any suits or legal action by the SLD or other parties as a result of this application process is the responsibility of the District. Examples of this, but not limited to, may be related to fraudulent information provided to the SLD during the application process. In addition, JEG Consulting or James Galloway will not appear on any forms filed to the SLD except as required as an e-rate consultant. It is the District responsibility to ensure District, SLD, and State procurement and bidding processes are followed.

Article 12. Termination of Agreement: The District may terminate this Agreement and will be relieved of all obligations under this Agreement should JEG Consulting fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, JEG Consulting shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments therefore made, as determined by the District. JEG hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Article 13. Termination: The district or JEG Consulting may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the District as provided in this section, JEG Consulting shall be entitled to receive compensation for any satisfactory work, as determined by the District, completed up to the receipt by JEG Consulting of notice of termination and the effective date of termination pursuant to specific request by the District for the performance of such work.

E-rate Application Services Contract

Article 14. Status of JEG Consulting: It is agreed that District is interested only in the results obtained from service hereunder and that JEG Consulting shall perform as an independent contract with sole control of the manner and means of performing the services required under this Agreement. JEG Consulting shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of JEG Consulting and which shall not be subject to control or supervision by the District except as to the results of the work. JEG Consulting is, for all purposes arising out of this Agreement, an independent contractor and JEG Consulting shall not be deemed an employee of the District for any purpose. It is expressly understood and agreed that JEG Consulting shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

Article 15. Alternations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

Golden Feather Union School District:

District Representative: Josh Peete, Superintendent

Signature: _____

Date: / /2018

JEG Consulting:

JEG Representative: Owner, Sole Proprietor, James E. Galloway

Signature: _____

Date: > 13 / 2018

**JEG Consulting
Attachment "A"
E-rate Application Scope of Work Definition**

The following describes the deliverables and the responsibilities for JEG Consulting and the District:

JEG Consulting will:

1. Advise District regarding eligible services.
2. Consult with the district and then construct and post the request for services.
3. Complete FCC form 470s
4. Complete FCC form 471s
5. Troubleshoot problems on submitted applications with District and SLD for form 470s and 471s
6. Advise on structure of filing form 470s, 471s to maximize discounts
7. Work with the district to answer questions from the PIA/SLD pertaining to their applications.
8. Completely explain and educate District representative (s) the application process when requested
9. Advise District on documentation for SLD application, i.e. inventory
10. Provide a Documentation Binder with copies of all 470/471 Applications files, in addition, any other documentation developed by JEG Consulting to assist in the application process.
11. Complete FCC form 486 as services are approved.
12. Complete FCC form 472 for those services which require this form.
13. Complete for 500 as required.
14. Services other than those listed such as Item 25 reviews, service substitutions, cabling design, cabling job walks, technology plan review can be provided for an additional fee if desired by the district.

The District will:

1. Appoint a person responsible for interaction with JEG Consulting.

E-rate Application Services Contract

2. Meet with JEG Consulting to identify the Internal Connections (cabling, equipment, phone systems etc), funding requests for the upcoming year, (if applicable).
3. **Provide the total student population and the AFDC or Free and/or Reduced Price Meal counts by school from the October count. This information needs to be provided to JEG Consulting by November 15, 2018. JEG will need a copy of the form sent to the state for meal reimbursement. If there is more than one school represented on the reimbursement form the district will provide JEG with a separate letter signed by the Superintendent which lists each school showing the total number of students, the number of students qualifying for free lunch and those qualifying for reduced lunch.**

Provide requested information in electronic form if possible.

4. Assist with troubleshooting problems on submitted Form 470/471 applications
5. Assist and Review RFP for Posting (web and written specifications) to make sure they meet District guidelines and requirements
6. Maintain inventory information per SLD requirements.
7. Maintain all records related for at least 10 years

JEG E-RATE CONSULTING

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July 31, 2018

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Jim Galloway
115 Edgemont Drive
Oroville, CA. 95966

Josh Peete
11679 Nelson Bar Road
Oroville, CA. 95965-8033

Superintendent Peete,

Enclosed is the 2019-2020 contract for my services and the letter of agency allowing me act on your behalf with the e-rate program.

For the upcoming year ISP and the 1 Gig Data line which will continue to be funded at 90%.

If you have any questions please contact me by phone or email.



Jim Galloway
Consultant
JEG Consulting



Tim Taylor
Superintendent
ttaylor@bcoe.org

Michelle Zevely
Assistant Superintendent
mzevely@bcoe.org
530.532.5789

Jeanette Spencer
Senior Advisor
jspencer@bcoe.org

**Center for
Transforming Education**
5 County Center Drive
Oroville, CA 95965
530.532.5800

Board of Education

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

1859 Bird Street
Oroville, CA 95965
(530) 532-5761
Fax (530) 532-5762
<http://www.bcoe.org>

An Equal Opportunity
Employer

September 28, 2018

Dear Butte County Schools and Districts,

The Center for Transforming Education (CfTE) would like to again offer our Credentialed Librarian of Record as a contracted service for your school and district. Credentialed Librarian, Allison Waggener, has been providing services for the last several years and is looking forward to serve your district schools again this year.

Please find enclosed, the 2018-19 Public Schools Agreement that indicates a minimal fee for your district, based on your schools' 2017-18 CBEDS. Kindly return this approved agreement to our office, in care of Jacquelyn Debogges, by October 12, 2018. This will ensure that your district and school is in compliance of California Education Code regarding provision of library service.

In addition to the Agreement, you will find enclosed a copy of the Education Code governing school Libraries in California (EC 18100 and 44868). If school districts do not have a credentialed district librarian on staff, they may not be in compliance with California Education Code and the California Commission on Teacher Credentialing.

Thank you for your continued partnership in ensuring Butte County's students have access to state-of-the-art library services.

Return signed Public Schools Agreement with Purchase Order number by October 12, 2018, to:

Jacquelyn Debogges
Center for Transforming Education
5 County Center Drive
Oroville, CA 95965
530-532-5665

Kindly,

Jeanette Spencer
530-532-5820

Enclosures:

- Education Code Document
- 2018-19 Public School Agreement

"WHERE STUDENTS COME FIRST"

EDUCATION CODE

18100:

The governing board of each school district shall provide school library services for the pupils and teachers of the district by establishing and maintaining school libraries or by contractual arrangements with another public agency.

(Amended by Stats. 1990, Ch. 1372, Sec. 153.)

44868:

No person shall be employed as a teacher librarian in an elementary or secondary school, unless he or she holds a valid credential of proper grade authorizing service as a teacher librarian or a valid teaching credential issued by the Commission on Teacher Credentialing if he or she has completed the specialized area of librarianship.

(Amended by Stats. 2007, Ch. 730, Sec. 23. Effective January 1, 2008.)



Tim Taylor
Superintendent
ttaylor@bcoe.org

Michelle Zevely
Assistant Superintendent
mzevely@bcoe.org
530.532.5789

Jeanette Spencer
Senior Advisor
jspencer@bcoe.org

**Center for Transforming
Education**
5 County Center Drive
Oroville, CA 95965
530.532.5800

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Roger Steel
Mike Walsh

1859 Bird Street
Oroville, CA 95965
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n Equal Opportunity Employer

2018-19 PUBLIC SCHOOLS AGREEMENT For Library Services From the Butte County Office of Education

This Agreement is made and entered into by and between Tim Taylor, Butte County Superintendent of Schools, State of California, hereinafter called County Office, and **Golden Feather UESD** hereinafter called School.

It is hereby mutually agreed by and between County Office and District/ Charter School that the County Office shall render to the District/Charter School and agrees to pay the County Office for the following library services for the school year 2018-2019.

The County Office will:

Provide contracting schools with access to consultation services by a credentialed Teacher Librarian and Librarian of Record to satisfy California State Education Codes 18100 & 44868 that charge district governing boards to provide students and teachers with credentialed library services. Librarian of Record consultation services include, but not limited to: district/school library program and policy development; school library management and facilities improvement; library automation and technology support; collection development, including weeding and purchasing of library resources; school library staff development and training.

CBEDS Count and Billing:

The school district will either:

Contract with BCOE:

- ☐ A fee of \$0.50 per CBEDS for Credentialed librarian service.
2017-18: \$0.50 x 193 CBEDS = 96.5

OR

- ☐ Decline BCOE Library Services because **Golden Feather UESD** has made other arrangements to satisfy the California State Education Code 18100 & 44868.

Those arrangements are _____

GOLDEN FEATHER UESD

BUTTE COUNTY OFFICE OF EDUCATION

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Timothy J. Taylor

Title: _____

Title: Superintendent

Date: _____

Date: _____

"WHERE STUDENTS COME FIRST"



Date: 9/28/2018
Invoice #: LSC-GF-1819

[illegible]

Make all checks payable to Butte County Office of Education

Send checks with a copy of this invoice to:
Butte County Office of Education - Attn: J. Deboggess
5 County Center Drive - Oroville - CA 95965

MEMORANDUM OF UNDERSTANDING

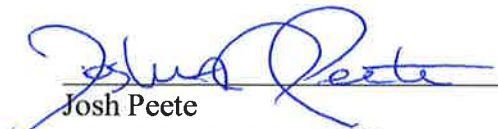
Under this agreement the Golden Feather Union School District (GFUSD) and the Thermalito Union Elementary School District (TUESD) agree to cooperate in the on-going operation of the Community Day School (CDS) programs for the education of students enrolled in grades 1 - 8 who have been formally expelled or by a Stipulated Agreement by the Governing Board of either District or other students referred by either District's School Attendance Review Board (SARB), or referred by the Probation Department.

Both Districts agree as follows:

1. This Memorandum of Understanding is applicable to the 2018/2019 school year only, and will be renegotiated for each subsequent year.
2. TUESD will serve as the local education agency (LEA) and will be responsible for the operation of the program, including personnel, budgeting, attendance accounting, reporting, and evaluation of students placed in the program.
3. The CDS program will offer a full day program that meets all appropriate Education Code Sections related to elementary education approved by the Thermalito Union Elementary School District 1st -8th grade course of study.
4. Transportation to and from the CDS is the responsibility of the district of residence. Parents may be required to provide transportation by the district of residence.
5. All instructional materials, including textbooks, workbooks, and other non-consumable materials will be provided by TUESD.
6. GFUSD shall retain the full responsibility for the provision of all required special services as delineated by any Individualized Educational Plan or Section 504, and/or Rehabilitation Plan, including the maintenance of such plans.
7. Both districts agree that the goal for the CDS program will be to limit enrollment to 10 to 12 students per class. A student will be asked to return to his/her home District if enrollment reaches capacity or for behavior and/or attendance issue and will be provided a 10 day notice.
8. The TUESD will bill back a proportionate amount of any excess costs beyond the amount covered by the State funding which are generated by student attendance.
9. GFUSD will be responsible for any legal fees incurred during their students' attendance.
10. The students enrolled in the CDS program will be enrolled in the TUESD breakfast and lunch program.

11. For Golden Feather Union Elementary School District students enrolled in the ***Thermalito*** food services program, the Thermalito Union Elementary School District will bill the home district for any excess costs beyond the amount covered by state and federal reimbursement and local collections and the actual cost of producing the meals for those students. The Thermalito Union Elementary School District will send a bill for reimbursement to the Golden Feather Union School District by the end of May 2019.
12. Students from GFUSD shall complete the appropriate paperwork for inter-district attendance and enrollment for attendance accounting purposes.

This Memorandum of Understanding may be modified upon 30-day written notice and upon mutual agreement of both Districts.



Josh Peete
Superintendent GFUSD

10-8-18

Date

Gregory Blake
Superintendent TUESD

Date