

GFUESD Board Agenda
March 9, 2016

Meeting Location: Concow School
11679 Nelson Bar Rd. Oroville, CA 95965 (530) 533-3833
Time: 4:00 Closed Session 4:30 PM Open Session

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

1. CALL TO ORDER – TIME:

BOARD OF TRUSTEES

Deborah Ingvaldsen	President	_____
Paula Neher	Clerk	_____
Don Saul	Trustee	_____
Matthew Morris	Trustee	_____
Ralph White	Trustee	_____

Gregory Blake	Superintendent	_____
Pearl Lankford	Admin. Assistant	_____

2. PUBLIC COMMENTS

3. CLOSED SESSION

3.1 Public Employee Discipline/Dismissal/Release

4. CLOSED SESSION REPORT

5. FLAG SALUTE

6. APPROVAL TO VARY THE SEQUENCE

Motion _____ Second _____ Vote _____

7. PUBLIC COMMENTS

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

8. REPORTS

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

9. CONSENT CALENDAR

- 9.1 Minutes 2.17.16 (REF)**
- 9.2 Approval of Bill Warrants (2/9/16 –2/28/16) (REF)**

Motion_____Second_____Vote_____

10.0 INFORMATION FOR DISCUSSION

- 10.1 Financial Report (2nd Interim)) (REF)**
- 10.2 Attendance Report (REF)**
- 10.3 16/17 GFUESD Calendar**
- 10.4 LCAP**
- 10.5 Kindergarten Round Up/Registration**
- 10.6 Spring Field Trips**

11.0 ACTION ITEMS/NEW BUSINESS

11.1 Approval of 2nd Interim Budget (REF)

Motion_____Second_____Vote_____

11.2 Facility Energy Master Plan Proposal/Agreement (REF)

Motion_____Second_____Vote_____

11.3 School Innovations and Achievement Services Agreement (REF)

Motion_____Second_____Vote_____

11.4 Surplus Item (3 door refrigerator located in Concow Kitchen) (REF)

Motion_____Second_____Vote_____

11.5 Developer Fee Study Approval (REF)

Motion_____Second_____Vote_____

11.6 Audit Selection (REF)

Motion_____Second_____Vote_____

12.0 MOTION TO CONVENE TO CLOSED SESSION

Motion_____Second_____Vote_____

13.0 CLOSED SESSION REPORT

ADJOURNMENT Time:_____ Motion_____Second_____Vote_____

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT
REGULAR BOARD MTG. Minutes 2.17.16

Meeting Location: Concow School
11679 Nelson Bar Rd. Oroville, CA 95965 (530) 533-3833
Time: 4:00 Closed Session 4:30 PM Open Session

1. CALL TO ORDER – TIME:4:00

BOARD OF TRUSTEES

Deborah Ingvaldsen	President	Present
Paula Neher	Clerk	Present
Don Saul	Trustee	Present
Matthew Morris	Trustee	Absent
Ralph White	Trustee	Present

Gregory Blake	Superintendent	Present
Pearl Lankford	Admin. Assistant	Present

2. PUBLIC COMMENTS - None

3. CLOSED SESSION

3.1 Conference with Labor Negotiators – Greg Blake

3.2 Public Employee Discipline/Dismissal/Release

4. CLOSED SESSION REPORT – Discussion-No Action Taken

5. FLAG SALUTE – Led by Don Saul

6. APPROVAL TO VARY THE SEQUENCE

Motion to Remove item 15.0

Motion: White Second: Saul Vote: 4-0 Ingvaldsen, Neher, White, Saul

7. PUBLIC COMMENTS - None

8.0 MOTION TO ADJOURN TO PUBLIC HEARING

Motion: Saul Second: Neher Vote: 4-0 Ingvaldsen, Neher, Saul, White

9.0 PUBLIC HEARING (SAFE SCHOOL PLAN) – Greg Blake presented the plan and recommended approval.

10.0 MOTION TO RECONVENE TO REGULAR SESSION

Motion: Saul Second: Neher Vote: 4-0 Ingvaldsen, Neher, White, Saul

11.0 REPORTS

11.1 Superintendent School Report – Superintendent, Greg Blake thanked GFPC for hosting the dance and Mrs. Ingvoldsen for decorating the tree. Mrs. Mortimer's class attended a Chico State performance. GFUSD Staff attended a Nurtured Heart Training. IES provided the district with a Prop 39 contract. Greg Blake will be attending Superintendent Conferences in the spring. Tech upgrading in the library is underway. Michelle Sanchez provided staff with SBAC training. Greg Blake and Pearl Lankford attended an ALICE training earlier this month. February 26th is the school talent show.

11.2 CSEA – No Report

11.3 GFTA – No Report

11.4 Parents' Club – Hosted a dance and will be organizing an egg hunt for the students.

11.5 Board Members – Don volunteered at the school dance.

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

12.1 Minutes (January 20, 2016) (REF)

12.2 Approval of Bill Warrants (1/14/16 – 2/8/16) (REF)

12.3 Interdistrict Transfers # 8 - # 16

Mr. Saul motioned to pull the transfers for discussion. Mr. White Seconded. 4-0 Ingvoldsen, Neher, Saul, White.

Discussion

Motion to approve the Consent Calendar Motion: White Second: Neher Vote: 4-0
Ingvoldsen, Neher, White, Saul

13.0 INFORMATION FOR DISCUSSION

13.1 Financial Report (Income Statement) (REF)

13.2 Attendance Report (REF)

13.3 LCAP – Greg Blake is working on the electronic template.

13.4 16/17 School Calendar – Mr. Saul would like to check into other H.S. Grad dates.

14.0 ACTION ITEMS/NEW BUSINESS

14.1 GFUESD SAFE SCHOOL PLAN APPROVAL (REF)

Motion: Mr. Saul Second: Mrs. Neher Vote: 4-0 Ingvoldsen, Neher, White, Saul

14.2 SINGLE PLAN FOR STUDENT ACHIEVEMENT APPROVAL (REF)

Motion: Saul Second: White Vote: 4-0 Ingvaldsen, Neher, White, Saul

14.3 WAIVER RENEWAL: SHARED SCHOOL SITE COUNCIL (REF)

Motion: White Second: Saul Vote: 4-0 Ingvaldsen, Neher, White, Saul

14.4 14/15 SCHOOL ACCOUNTABILITY REPORT CARD APPROVAL (REF)

Motion: White Second: Saul Vote: 4-0 Ingvaldsen, Neher, White, Saul

ADJOURNMENT **Time:5:05** Motion: White Second: Neher Vote: 4-0 Ingvaldsen, Neher, Saul,
White

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT
Detailed AP Vendor Check Register

Fund Number: 01

Check #	Check Dt	Invoice	Description	Ck Amount
00779406	02/09/2016	02P407396	MATERIALS & SUPPLIES	67.79
			Check Total:	67.79
00779407	02/09/2016	1600829	SPRING VALLEY WATER TESTING	101.00
00779407	02/09/2016	1600828	CONCOW WATER TESTING	101.00
			Check Total:	202.00
00779408	02/09/2016	011916	3 YR ALARM PERMIT #1399	66.00
			Check Total:	66.00
00779409	02/09/2016	12/31/2015	4th QTR SUI	366.60
			Check Total:	366.60
00779410	02/09/2016	02IV044770	MATERIALS & SUPPLIES	171.70
			Check Total:	171.70
00779411	02/09/2016	820204042001	MATERIALS & SUPPLIES	68.52
			Check Total:	68.52
00779412	02/09/2016	30925549	GARBAGE SERVICE JAN 16	265.02
			Check Total:	265.02
00779413	02/09/2016	011316R	REIMB 1/13/16 SUPPLIES	34.00
			Check Total:	34.00
00779414	02/09/2016	296974298	COPIER LEASE 1/20-2/20/16	763.66
			Check Total:	763.66
00780266	02/18/2016	020816	REG 2/3/16	10.00
00780266	02/18/2016	020816	REG 2/3/16	10.00
00780266	02/18/2016	15166006187	REG 1/15/16	100.00
00780266	02/18/2016	15166006187	REG 1/15/16	100.00
00780266	02/18/2016	15166006187	REG 1/15/16	100.00
			Check Total:	320.00
00780267	02/18/2016	235759	MONITORING 2/1-4/30/16	105.00
			Check Total:	105.00

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

Detailed AP Vendor Check Register

00780268	02/18/2016	160156	JANUARY 16 MANDATED SVCS	Check Total:	40.50
00780269	02/18/2016	020416R	REIMB 2/4/16 SUPPLIES	Check Total:	40.50
00780270	02/18/2016	020816R	REIMB 2/8/16 SUPPLIES	Check Total:	24.18
00780271	02/18/2016	020316	UTILITIES 1/5-2/2/16	Check Total:	24.18
00780272	02/18/2016	013116	JANUARY 16 PURCHASES - MAINT	Check Total:	87.51
00780272	02/18/2016	013116	JANUARY 16 PURCHASES - TRANS	Check Total:	87.51
00780273	02/18/2016	020316R	REIMB 2/3/16 SUPPLIES	Check Total:	369.40
00780562	02/23/2016	02P408295	MATERIALS & SUPPLIES	Check Total:	369.40
00780563	02/23/2016	10350103	BOTTLED WATER	Check Total:	96.64
00780564	02/23/2016	957779	ALIGNMENT	Check Total:	6.96
00780935	02/25/2016	2101/1601021	16021 PY VENDOR	Check Total:	103.60
00780936	02/25/2016	2216/1601021	16021 PY VENDOR	Check Total:	71.53
00780936	02/25/2016	2238/1601021	16021 PY VENDOR	Check Total:	71.53
00780937	02/25/2016	2228/1601021	16021 PY VENDOR	Check Total:	44.02
00780938	02/25/2016	2231/1601021	16021 PY VENDOR	Check Total:	44.02
00780939	02/25/2016	2249/1601021	16021 PY VENDOR	Check Total:	251.76
				Check Total:	251.76
				Check Total:	89.95
				Check Total:	89.95
				Check Total:	31.76
				Check Total:	31.76
				Check Total:	541.00
				Check Total:	30.00
				Check Total:	571.00
				Check Total:	234.86
				Check Total:	234.86
				Check Total:	16.00
				Check Total:	16.00
				Check Total:	105.00

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

Detailed AP Vendor Check Register

00780940	02/25/2016	2180/1601021	16021 PY VENDOR	Check Total:	105.00
				Check Total:	65.30
				Check Total:	65.30
				District Fund Total:	4,536.66

Concow Elementary Monthly Attendance Report

MONTH1 - Beginning: 08/17/2015, MONTH7 - Ending: 02/26/2016

Concow Elementary - All Students

Days Taught: 118

Section Id	Teacher	Enrolled Last Day Prev Mon	Last Day Drops	First Day Adds	Begin Count	Add		Last Day Count	Max. Enroll.	Days Not Enroll	Days of Absence	I. S. Credit	I. S. No Credit	I.S. Pend	Actual Attend	Total For School	ADA	% of actual Attend	1st Day Next Month
						Add	Drop												
0K-A - Moore		0		0	7	3	0	10	10	90	106	0	0	0	984	984	8.339	90.27	10
Grade 00K		0		0	7	3	0	10	10	90	106	0	0	0	984	984	8.339	90.27	10
Grade0TK-A - Moore		0		0	3	0	0	3	3	0	35	0	0	0	319	319	2.703	90.11	3
Grade 00TK		0		0	3	0	0	3	3	0	35	0	0	0	319	319	2.703	90.11	3
1-A - Valline		0		0	13	4	5	12	16	213	137	5	0	0	1,533	1,538	13.033	91.52	12
Grade 01		0		0	13	4	5	12	16	213	137	5	0	0	1,533	1,538	13.033	91.52	12
2-A - Valline		0		0	11	1	0	12	12	9	94	0	0	0	1,313	1,313	11.127	93.31	12
Grade 02		0		0	11	1	0	12	12	9	94	0	0	0	1,313	1,313	11.127	93.31	12
3-A - Mortimer		0		0	9	1	2	8	10	163	69	0	0	0	948	948	8.033	93.21	8
Grade 03		0		0	9	1	2	8	10	163	69	0	0	0	948	948	8.033	93.21	8
Sub Total GRADES 0K-3		0		0	43	9	7	45	51	475	441	5	0	0	5,097	5,102	43.237	91.95	45
4-A - Mortimer		0		0	16	1	1	16	17	114	193	19	0	0	1,680	1,699	14.398	88.79	16
Grade 04		0		0	16	1	1	16	17	114	193	19	0	0	1,680	1,699	14.398	88.79	16
5-A - Stinson		0		0	14	0	0	14	14	0	63	0	0	0	1,589	1,589	13.466	96.18	14
Grade 05		0		0	14	0	0	14	14	0	63	0	0	0	1,589	1,589	13.466	96.18	14
6-A - Stinson		0		0	12	3	2	13	15	379	69	0	0	0	1,322	1,322	11.203	95.03	13
Grade 06		0		0	12	3	2	13	15	379	69	0	0	0	1,322	1,322	11.203	95.03	13
Sub Total GRADES 4-6		0		0	42	4	3	43	46	493	325	19	0	0	4,591	4,610	39.067	93.02	43

Concow Elementary Monthly Attendance Report

MONTH1 - Beginning: 08/17/2015, MONTH7 - Ending: 02/26/2016

Concow Elementary - All Students

Days Taught: 118

Section Id	Teacher	Enrolled Last Day Prev Mon	Last Day Drops	First Day Adds	Begin Count	Add	Drop	Last Day Count	Max. Enroll.	Days Not Enroll	Days of Absence	I. S. Credit	I. S. No Credit	I. S. Pend	Actual Attend	Total For School	ADA	% of actual Attend	1st Day Next Month
7-A - Chenoweth																			
	Grade 07	0		0	11	5	2	14	15	376	201	2	19	8	1,164	1,166	9.881	83.50	14
		0		0	11	5	2	14	15	376	201	2	19	8	1,164	1,166	9.881	83.50	14
8-A - Chenoweth																			
	Grade 08	0		0	11	1	2	10	12	154	99	0	0	0	1,163	1,163	9.855	92.15	10
		0		0	11	1	2	10	12	154	99	0	0	0	1,163	1,163	9.855	92.15	10
Sub Total	GRADES 7-8	0		0	22	6	4	24	27	530	300	2	19	8	2,327	2,329	19.737	87.61	24
School Totals:																			
		0		0	107	19	14	112	124	1,498	1,066	26	19	8	12,015	12,041	102.042	91.48	112

Signature _____ Date _____

To the best of my knowledge and belief this State School Register report has been kept as required by law and in accordance with the instruction of the Superintendent of Public Instruction.

**PROPOSAL/AGREEMENT TO PROVIDE
“FEMP” (Facility Energy Master Plan)
INCLUDING PROP 39 PLANNING SERVICES**

for

GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

11679 Nelson Bar Road
Oroville, CA 959650

Gregory Blake
Superintendent

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF PROJECT

Indoor Environmental Services ("IES") is pleased to offer our assistance to GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT ("District"). IES will assist the District in leveraging facility programs including Prop 39 funding and Government Code 4217.10 – 4217.18 to develop and implement a comprehensive Facility Energy Master Plan ("Project") for the District.

PROJECT OBJECTIVES

1. IES will perform an energy usage analysis and preliminary site surveys in order to identify the most cost effective energy conservation and energy generation opportunities to be implemented throughout the District. These opportunities may include lighting, HVAC replacement, controls, renewable power generation, and other energy related scopes of work targeted toward reducing costs and increasing life cycle performance. This service will follow the Prop 39 guidelines listed below.
2. The District shall have final approval on all recommended scopes of work for the Project.
3. IES will work with the District to leverage Prop 39 energy funding which is currently estimated at a total of \$150,457 over a period of five years. The District is eligible to request \$51,326 of the first year apportionment for upfront services and assistance in completing the required documents for Prop. 39 funding.
4. In addition, at the District's discretion, IES will evaluate and pursue a more comprehensive Project that will utilize alternative financing and procurement methods for the Project. This includes, but is not limited to, Tax Exempt Municipal Leases, Qualified Zone Academy Bonds, and Power Purchase Agreements.
5. IES will investigate any and all additional grant and government incentive funding sources to assist in funding the Project.
6. IES will investigate all applicable utility-provided rebate program incentives.
7. IES will create a program where we Conserve, Generate, Report and Manage the entire Prop 39 process for the next five years to ensure its success for the District.

CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION

IES will utilize Prop 39 funding per the mandated requirements, and, if required, California Government code Section 4217.10-4217.18 as it relates to implementing energy projects within Government facilities. The Project may be completed in phases as deemed appropriate by the District.

PROP 39 SERVICES

IES will assist the District with securing Prop 39 funding by completing the following required steps:

1. **Electric and Gas Usage/Billing Data**

Obtain and analyze 12 months of energy consumption for all district schools.

2. **Benchmarking or Energy Rating System**

Determine the following benchmarking information:

- i. Total energy cost
- ii. Square footage of district schools
- iii. Annual total energy cost per square foot
- iv. Year to year comparison of energy bills

3. **Energy Project Prioritization Considerations**

Prioritize eligible projects by taking into consideration the 11 factors as referenced in Public Resources Code Section 26235(e)(1011).

4. **Sequencing of Facility Improvements**

Sequence projects based on the following:

- i. Maximize energy efficiency
- ii. Consider clean onsite energy generation
- iii. Consider nonrenewable projects

5. **Energy Project Identification**

Complete Energy Survey

6. **Cost-Effectiveness Determination**

Calculate Savings Investment Ratio (SIR) based on the following:

- i. Annual energy savings
- ii. Demand savings
- iii. Annual energy cost savings
- iv. Project installation cost
- v. Rebates
- vi. Other matching grants

7. Complete and Submit an Energy Expenditure Plan (EEP)

Complete EEP and submit required documents and certifications to CEC to request Prop 39 project funding.

INVESTMENT CRITERIA

Per Code Guidelines and Regulations, IES will complete the Planning Services (**FEMP**) (Steps 1-7) as structured below. IES will not perform additional services without prior District authorization.

Planning Services Investment Summary:

Prop 39 Planning Allocation: \$51,326

FEMP Agreement Amount when IES is selected to complete the developed scope of work: \$0

If IES is not selected to perform the scope of work then IES will invoice the District 15% of the Prop 39 Planning allocation.

This agreement is between GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT and Indoor Environmental Services.



Gregory Blake
Superintendent
GOLDEN FEATHER UNION ELEMENTARY
SCHOOL DISTRICT

Stan Butts
Vice President
Indoor Environmental Services

2/24/16

Date

Date



MULTIPLE SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
GOLDEN FEATHER UNION SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2016 (the "Agreement") is made by and between Golden Feather Union School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and SI&A is qualified to perform such services;

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

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2016 (the "Effective Date") and will automatically expire on June 30, 2019 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years: July 1, 2016 through June 30, 2017; July 1, 2017 through June 30, 2018; and July 1, 2018 through June 30, 2019 (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."
2. **Base Services.** SI&A agrees to provide District consulting services ("Services") as outlined in Exhibits B and C during the Agreement Period.
3. **Optional Services.**

SiteServSM (SiteServ) Services

In addition to the Services outlined in the Base Services above, District may elect to include SiteServ services listed on Exhibit D. District will be responsible for paying the Base Services fee plus the cost of SiteServ as defined in Exhibit D.

4. **District's Obligations.**

4.1 **District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

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

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

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

6. **Payment of Fees.**

6.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **\$4,100**, annually, (the "Fee") for the fiscal years 2016/17, 2017/18 and 2018/19, as follows:

Services	FY 2016/17	FY 2017/18	FY 2018/19
Good Governance and Program Advisory Services	\$ 4,100	\$ 4,100	\$ 4,100
SARC Services	Included	Included	Included
Total Annual Fee	\$ 4,100	\$ 4,100	\$ 4,100

6.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 3 annual payments due July 1, 2016, 2017 and 2018.

☐ 6 semi-annual payments due July 1, 2016, 2017 and 2018, and January 1, 2017, 2018 and 2019.

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

7. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

8. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

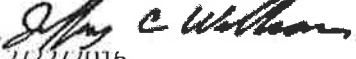
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

SCHOOL INNOVATIONS
& ACHIEVEMENT, INC.

GOLDEN FEATHER UNION SCHOOL
DISTRICT

Signature: 
Date Signed: 2/22/2016
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

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

EXHIBIT A - STANDARD TERMS AND CONDITIONS

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

EXHIBIT B

GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES

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

- (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and
 - (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period.
- (b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;
- (d) Conduct interviews with District staff and document processes regarding mandate programs;
- (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District's mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-maker.

EXHIBIT C
SARC SERVICES

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

- (a) Compile the 2015/16, 2016/17 and 2017/18 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services (“School Sites”). This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school’s conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.*, and (d) Title I, Section 1111(b)(2)(H). Upon District’s request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;
- (b) In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;
- (c) Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District’s request, more copies will be provided for an additional fee, which shall be billed separately;
- (d) Serve as District’s liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;
- (e) Maintain appropriate record keeping practices per State regulations;
- (f) Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District’s proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District’s review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and
- (g) Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

ATTACHMENT C-1

PRICE QUOTE FOR SERVICES

FEEES

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	2	\$ 800	Included
Spanish Translation		\$ 500	N/A
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			Included

SCHOOL SITES

Concow Elementary
Golden Feather Community Day

ATTACHMENT C-2

SARC FORMAT CHECKLIST

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

1. Page Layout.

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

2. Photos.

- ☐ Stock
☐ District Supplied*

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

3. District's District Contact.

Name: _____
Telephone: _____
E-mail: _____

4. Production Schedule; Deadlines.

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

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

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

SchoolWorks, Inc.

8331 Sierra College Blvd #221
Roseville, CA 95661
www.SchoolWorksGIS.com



SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Golden Feather Union School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

Date:	Services Performed By:	Services Performed For:
January 21, 2016	SchoolWorks, Inc. 8331 Sierra College Blvd #221 Roseville, CA 95661 www.SchoolWorksGIS.com	Golden Feather Union School District 11679 Nelson Bar Road Oroville, CA 95965 530.533.3833

LEVEL 1 DEVELOPER FEE STUDY

Scope of Work

1. Developer Fee Study – Level 1:

Consultant shall prepare a Level 1 Developer Fee Study to justify the statutory fee rates for both residential and for commercial/industrial development. School Districts are authorized to collect these fees per Education Code Section 17620. The Study will include a sample Board Resolution to be adopted along with a sample Public Notice that needs to be published/posted at least fourteen (14) days prior to school Board approval.

The Level 1 Fees are adjusted every two years to account for the changes in the construction cost index. The next adjustment will be made on January 27, 2016.

	2014 Rates	2016 Rates
Residential	\$3.36	TBD
Commercial/Industrial	\$0.54	TBD

Pricing

Item Description	Cost
Level 1 Developer Fee Study	\$2,000

If SchoolWorks' presence is requested at a School Board meeting, the district will be billed at \$140 per hour plus travel time and expenses.

Payment Schedule

The consulting fees cited above, will be billed upon completion of the project. The amount is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.

Conditions and Requirements

If the District does not qualify for a Level 1 fee in excess of the statutory Level 1 fee, a fifty percent (50%) discount will be given on the cost of the study.

District to Provide

- (1) Current CBEDS (2015-16) information
(broken down by school site and grade level)
- (2) Listing of developer fees collected over the past two (2) years. This should include the amount paid and the square footage for each permit
- (3) Latest audit report

Golden Feather Union School District

SchoolWorks, Inc.

Gregory Blake
Signature

Ken Reynolds
Signature

Gregory Blake
Name

Ken Reynolds
Name

Superintendent
Title

President - SchoolWorks, Inc.
Title

2/3/16
Date

January 21, 2016
Date

INDEPENDENT AUDITOR SELECTION FORM

Butte County Office of Education

Butte County, California

In accordance with Education Code Section 41020, school districts must notify the County Superintendent of Schools of their selection for an independent audit firm. In the event the governing board of a school district has not selected an audit firm by April 1, 2016, the County office will arrange for a firm to provide audit services. Please complete the following:

District Name: GOLDEN FEATHER UNION ELEMENTARY

Audit Firm: K. COE ISOM

Address: 3013 CERES AVENUE

City and Zip Code: CHICO, CA 95973

Audit Fee per year: 15/16 - NOT TO EXCEED 14,000

Please send a copy of the Audit Contract to the County Office for any multiple year information. 16/17 - NOT TO EXCEED 14,700
17/18 - NOT TO EXCEED 15,400

Authorized District Representative (Print Name)

Signature

Date

Submit the Independent Auditor Selection Form by **April 1, 2016**, to:

Butte County Office of Education
District Services
Attention: Regina Storey
1859 Bird Street
Oroville, CA 95965