

NORTH COW CREEK SCHOOL DISTRICT
Agenda for Regular Meeting of the Governing Board
Tuesday, March 19, 2019, 7:00 pm
Page 1 of 3

Americans with Disabilities Act Assistance – Auxiliary aids and services include a wide range of services and devices that promote effective communication for individuals with disabilities. If you require such assistance, please notify this office as soon as possible. We will make every effort to give primary consideration to expressed preferences or provide equally effective means of communication to ensure equal access to North Cow Creek School District programs and events.

Board Members:

Kim Christofferson, Clerk
Eileen Travis, President

Jim Brimble, Member

Erika Callegari, Member
Kevin Butler, Member

Call to Order/Flag Salute:

1. APPROVAL OF THE ORDER OF THE AGENDA

Motion:
Second:
Vote:

2. CITIZENS ADDRESSING THE BOARD

Please be aware that the Board cannot take action on any items not on the agenda. Public comment is limited to a maximum of thirty minutes, and each speaker will be limited to 3 minutes.

- A. Items on the agenda
- B. Items on Closed Session agenda
- C. Items not on the agenda:

3. STAFF/COMMUNITY PRESENTATION

- A. Eagle Scout Report, Matt Zaech
- B. Student Council Report
- C. North Cow Creek Educator's Association
- D. North Cow Creek Education Foundation

4. CORRESPONDENCE

None Received

5. CONFERENCE SECTION

- A. Superintendent's Report
 - a. Enrollment
 - b. Rocket Sled Activity
 - c. Professional Development (SIPPS, Paraprofessional)

6. INFORMATION ITEMS

- A. Calendar of Events

NORTH COW CREEK SCHOOL DISTRICT
Agenda for Regular Meeting of the Governing Board
Tuesday, March 19, 2019, 7:00 pm
Page 2 of 3

7. CONSENT ITEMS

- | | |
|---|---------|
| A. Approval of Minutes from February 26, 2019 | Motion: |
| B. Approval of Monthly Warrants | Second: |
| C. Prior Month Budget Revisions (None Needed) | Vote: |

8. DISCUSSION/ACTION ITEMS

- | | |
|---|-----------------------------|
| A. Discussion: Staff options for structuring the primary (K-3) classes for next year based on projected enrollment. | |
| | |
| B. Discussion: Continued discussion and information regarding the decision to provide either a certificated PE teacher or continue the classified computer lab tech position. | |
| | |
| C. Discussion/Action: Approval of Waiver Request for Allowance of Attendance Due to Emergency Conditions | Motion:
Second:
Vote: |
| | |
| D. Discussion/Action: Approval of change to the 2018/2019 calendar adding a minimum day for student attendance on Friday, April 12 to accommodate the snow make-up day. | Motion:
Second:
Vote: |
| | |
| E. Discussion/Action: Approval of Superintendent/Principal Revised contract for the 2018/2019 School Year. | Motion:
Second:
Vote: |
| | |
| F. Discussion/Action: Approval of Resolution 190319A: Transfer of Economic Uncertainty Funds from Special Reserve Non-Capital Outlay Fund (Fund 17) to General Fund (Fund 01) | Motion:
Second:
Vote: |

NORTH COW CREEK SCHOOL DISTRICT
Agenda for Regular Meeting of the Governing Board
Tuesday, March 19, 2019, 7:00 pm
Page 3 of 3

G. Discussion/Action: Board Policy Update (BP/AR 3100)

Motion:
Second:
Vote:

H. Discussion/Action: Approval of 2nd Interim Financial Report
(*Supplemental Packet 190315B*)

Motion:
Second:
Vote

9. NEXT MEETING & BOARD DISCUSSION

- A. Board Discussion of School Affairs
- B. Next Meeting – April 23, 2019 (7:00 pm)
- C. Future Agenda Items
 - a. LCAP Review & Budget Development (May/June)

10. CLOSED SESSION RELATED TO:

- A. Labor Negotiations (GC 54957.6)
- B. Superintendent/Principal Evaluation Goal Update (GC 54957)

11. RECONVENE TO OPEN SESSION at:

12. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

13. ADJOURNMENT:

Motion:
Second:
Vote:

64.1

April 2019

April 2019							May 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1 4:00pm Girls Softball (@ Milville) 7:00pm Swede Creek 4-H - Gym	2 4:00pm Girls 4/5 Basketball (@ Juniper) 5:00pm Boys 4/5 Basketball (@	3 3:10pm Staff Meeting 4:00pm Girls Softball (@ Black Butte) 6:30pm EdFoundation Mtg.	4 3:10pm Choir practice 7:00pm Boy Scouts-Gym	5 Girls/Boys Basketball Tournament (Location/Schedule TBD)	6
7	8 4:00pm Girls Softball (@ NCC)	9	10 9:00am Cascade Theatre Field trip (1/2,2nd,3rd,6th, 4:00pm Girls Softball (@ NCC)	11 STEM Day 3:10pm Choir practice 7:00pm Boy Scouts-Gym	12 Minimum Day	13
14	15	16 9:50am Fire Drill 7:00pm School Board Meeting	17 No School - Spring Break	18 3:10pm Choir practice 7:00pm Boy Scouts-Gym	19	20
21	22	23 Book Fair Student Preview 3:15pm School Site Council Mtg.	24 WES CAMP	25	26	27
28	29	30	May 1	2	3	4

6A.2

May 2019

May 2019							June 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 28	29	30	May 1 3:10pm Staff Meeting 6:30pm EdFoundation Mtg.	2 3:10pm Choir practice 7:00pm Boy Scouts-Gym	3 6:30pm Dance	4
5 7:00pm Swede Creek 4-H - Gym	6 12:00pm Minimum Day/Staff Collaboration 7:00pm Swede Creek 4-H - Gym	7	8 8th to Lava Beds	9 8th to Lava Beds 3:10pm Choir practice 7:00pm Boy Scouts-Gym	10 8th to Lava Beds Kinder College (Simpson)	11
12	13	14 1:30pm Choir/Drama Dress Rehearsal Assembly	15 3:10pm Staff Meeting 6:30pm Choir/Drama Performance	16 3:10pm Choir practice 7:00pm Boy Scouts-Gym	17	18
19	20	21 10:30am Fire Drill 7:00pm School Board Meeting	22	23 3:10pm Choir practice 6:00pm 8th Family BBQ 7:00pm Boy Scouts-Gym	24	25
26	27 No School - Memorial Day	28	29	30 3:10pm Choir practice 7:00pm Boy Scouts-Gym	31	Jun 1

NORTH COW CREEK SCHOOL DISTRICT
Minutes for Regular Meeting of the Governing Board
Tuesday, February 26, 2019, 7:00 pm
 Page 1 of 3

Members Present: Eileen Travis, Jim Brimble, Kim Christofferson, Erika Calegari, Kevin Butler, Kevin Kurtz, Lori Brunelli

Call to Order/Flag Salute: 7:02 p.m.

1. APPROVAL OF THE ORDER OF THE AGENDA

Motion: KChristofferson
 Second: JBrimble
 Vote: 5-0

2. CITIZENS ADDRESSING THE BOARD

Please be aware that the Board cannot take action on any items not on the agenda. Public comment is limited to a maximum of thirty minutes, and each speaker will be limited to 3 minutes.

- A. Items on the agenda: None
- B. Items on Closed Session agenda: None
- C. Items not on the agenda: None

3. STAFF/COMMUNITY PRESENTATION

- A. Student Council Report: None
- B. North Cow Creek Educator's Association: Greg Lawson reported that Nathan Jones and Kim Bowman attended the Good Teaching North Conference.
- C. North Cow Creek Education Foundation: The Quarter Craze raised \$2,323 dollars. The Beaver Bash will be held at the Elks Lodge on March 30th. Still looking for volunteers to step up and volunteer for the Mother/Son & Father/Daughter dances. Without volunteers the Mother/Son & Father/Daughter dances will be cancelled. The talent show will be March 7th at 6:30 p.m.

4. CORRESPONDENCE

- A. Letter from Shasta-Trinity School Insurance Group: Annual Certification (EC42141) regarding Workers' Compensation
- B. Letter to the Governing Board from Shasta County Office of Education in response to the First Interim Report for fiscal year 2018/2019

5. CONFERENCE SECTION

- A. Superintendent's Report
 - a. Enrollment: 262
 - b. Snow Days: We have applied for a waiver from the State for the 3 snow days.
 - c. BIIG Grant for Bandwidth Upgrades: We hope to qualify for a 1 gigabyte upgrade to our bandwidth.
 - d. Update on Special Education JPA Proposal: We are still checking into different options for the Special Ed JPA. We would have more options for special services and school psychologists.
 - e. STEM Day/Resources: The bird beak STEM project was a success this week.

NORTH COW CREEK SCHOOL DISTRICT
Minutes for Regular Meeting of the Governing Board
Tuesday, February 26, 2019, 7:00 pm
 Page 2 of 3

We will be expanding our Stem resources using LCAP funds.

- f. A tree branch fell on room 29 and put a hole in the roof. Harbert Roofing and Cleanrite Buildright will be helping with the repairs.
- g. Michelle Glover would like the Board to consider a Resolution for Economic Uncertainty money to be put back into Fund 01.

6. INFORMATION ITEMS

- A. Calendar of Events

7. CONSENT ITEMS

- A. Approval of Minutes from January 16, 2019 Motion: KButler
- B. Approval of Monthly Warrants Second: ECallegari
- C. Prior Month Budget Revisions (if needed) Vote: 5-0

8. DISCUSSION/ACTION ITEMS

- A. Second Reading/Action: Board Policy Update (BP/AR0420, AR4200, AR5131.41, BP3290, BP/AR5144.1, BB9110, BB9322, BB9324) Motion: KButler
 (See supplemental packet for policies, SP190115Arev) Second: JBrimble
Vote: 5-0
- B. Discussion/Action: Approval of Contract for Replacement of Bell/Clock System. Kevin Kurtz recommended World Telecom. Motion: KButler
Second: JBrimble
Vote: 5-0
- C. Discussion/Action: Approval of revised District Secretary salary schedule. Motion: KChristofferson
Second: ECallegari
Vote: 5-0
- D. Discussion/Action: Approval of Classified Salary Schedule for Substitute Employees with California Minimum Wage Adjustments Motion: ECallegari
Second: KButler
Vote: 5-0
- E. Discussion/Action: 2019 – 2021 School Safety Plan Motion: JBrimble
Second: KChristofferson
Vote: 5-0
- F. Discussion/Action: Nomination for the California School Boards Association Sub Region 2B Delegate Assembly Ballot Motion: KChristofferson
Second: KButler
Vote: 5-0

9. NEXT MEETING & BOARD DISCUSSION

- A. Board Discussion of School Affairs: Kevin Butler inquired about the status on the DOJ compliance letter and also suggested fixing the minimum wage amount on the classified

NORTH COW CREEK SCHOOL DISTRICT
Minutes for Regular Meeting of the Governing Board
Tuesday, February 26, 2019, 7:00 pm
Page 3 of 3

salary schedule. Eileen Travis said STEM day was fun and it was very interesting to see the ideas the students came up with.

- B. Board Workshop – March 19, 2019 (6:00 p.m.)
- C. Next Meeting – March 19, 2019 (7:00 p.m.)
- D. Future Agenda Items
 - a. Continued Discussion on PE/Computer Staff Support
 - b. Retirement Incentives
 - c. Staffing Recommendation for 2019/2020 School Year

10. ADJOURNMENT: 7:56 p.m.

Motion: KButler
Second: ECallegari
Vote: 5-0

11. CLOSED SESSION RELATED TO:

- A. Conference with Labor Negotiator Regarding Certificated and Classified Bargaining Units (G.C. 54957.6)

12. RECONVENE TO OPEN SESSION: 8:40 p.m.

13. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION: The Board authorized a \$10,000 retirement incentive pro-rated by FTE for qualifying certificated and classified staff.

14. ADJOURNMENT: 8:43 p.m.

Motion: KChristofferson
Second: ECallegari
Vote: 5-0

Respectfully Submitted:

Lori Brunelli, District Secretary

Kim Christofferson, Board Clerk

Checks Dated 02/12/2019 through 03/11/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010804258	02/20/2019	ANDERSON COTTONWOOD DISP SVS	01-5545	TRASH		530.88
9010804259	02/20/2019	ATS Communications	01-5630	REPAIRED POWER ISSUE		96.53
9010804260	02/20/2019	CALIFORNIA SAFETY CO	01-5620	ALARM 2/1/19-2/28/19		87.50
9010804261	02/20/2019	COLLEGE BOARD	01-4310	PSAT 8/9 TEST FEES		231.00
9010804262	02/20/2019	GRESSWELL PHYSICAL THERAPY	01-5805	OT		162.50
9010804263	02/20/2019	DEPARTMENT OF JUSTICE	01-5801	FINGERPRINTS/SELLON		32.00
9010804264	02/20/2019	FRONTIER	01-5920	ETHERNET		2,203.20
9010804265	02/20/2019	MENDES SUPPLY	01-4515	WINDSOR LOCK PAD		42.69
9010804266	02/20/2019	MISSION LINEN SUPPLY	01-4515	SUPPLIES	231.66	
			01-5530	LAUNDRY	152.75	384.41
9010804267	02/20/2019	OFFICE DEPOT	01-4310	24.88	24.88	
				CONST PAPER	50.89	
				INTERVENTION SUPPLIES	75.84	
9010804268	02/20/2019	PALO CEDRO MARKET - SHELL	01-4510	MUSIC SUPPLIES	97.74	249.35
9010804269	02/20/2019	PALO CEDRO TRUE VALUE	01-4510	MOWER GAS		52.62
				ADAPTER	7.91	
				FLANGE	5.35	
				TRAP	7.49	20.75
9010804270	02/20/2019	REDDINGS SPEECH & LANGUAGE CTR	01-5805	JAN 2019 SPEECH		3,374.00
9010804271	02/20/2019	SHASTA COUNTY CLERK	01-5816	ELECTION COST NOV 2018		2,100.00
9010804272	02/20/2019	SHASTA GAS PROPANE INC	01-5525	92 GAL GAS		230.38
9010804273	02/20/2019	SHASTA OFFICIALS	01-5805	SOFTBALL OFFICIALS		455.00
9010804274	02/20/2019	TIFFANY SELLON	01-4510	SOFTBALL BATS		107.23
9010805446	02/28/2019	BELLA VISTA WATER DISTRICT	01-5550	WATER 12/11/18-2/11/19		187.58
9010805447	02/28/2019	CALIFORNIA'S VALUED TRUST	76-9550	EMPLOYEE	23,348.15	
			76-9563	TRUSTEE	126.19	23,474.34
9010805448	02/28/2019	EILEEN TRAVIS	01-4310	STEM/CLSRM		214.58
9010805449	02/28/2019	HUE & CRY INC	01-5805	ALARM 3/1/19-3/31/19		64.63
9010805450	02/28/2019	MISSION LINEN SUPPLY	01-5530	LAUNDRY		152.75
9010805451	02/28/2019	NICOLET GLASS CENTER	01-5805	OFFICE WINDOWS		2,479.97
9010805452	02/28/2019	PACIFIC GAS ELECTRIC COMPANY	01-5515	POLE 01/16/2019-02/14/2019	13.54	
				POLE 1/19/19-2/14/19	11.49	
9010805453	02/28/2019	SEMINGSON ARCHITECTS, INC	01-5805	SHOP 1/15/19-2/13/19	9.93	34.96
9010805454	02/28/2019	TERMINIX PROCESSING CENTER	01-5555	PARKING LOT		675.00
9010806198	03/07/2019	CANON FINANCIAL SERVICES	01-5620	PEST		121.00
9010806199	03/07/2019	COOK, GINA	01-4310	COPIER		975.18
				COOKING ELECTIVES		96.34

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.

Checks Dated 02/12/2019 through 03/11/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010806200	03/07/2019	CRESSWELL PHYSICAL THERAPY	01-5805	OT		500.00
9010806201	03/07/2019	DE GIORGIO, GIOVANNA G	01-4310	INTERVENTION BOOKS		63.58
9010806202	03/07/2019	FRONTIER	01-5910	PHONE 02/25/19-3/24/19	176.68	
9010806203	03/07/2019	INDEPENDENT EDUCATIONAL PROG	01-8699	PHONE 02/25/19-3/24/19	21.20-	
9010806204	03/07/2019	NATION, ANDREA	01-5805	TRANSPORTATION/JOHNSON		155.48
9010806205	03/07/2019	PIKE, JEANNE M	01-8699	RE-ISSUED LOST CHECK		3,250.00
9010806206	03/07/2019	SYNCB/AMAZON	01-4510	BOYS/GIRLS/UNDERPANTS		23.73
			01-4310	BACKDROP/ELECTIVES		10.21
				BOOKS	32.16	
				BRAIN BREAKS ACTIVITIES	67.50	
				GEOMETRY SHAPE TEMPLATE	26.76	
				PBIS HANDBOOKS	29.10	
				STEM SUPPLIES	60.34	
			01-4410	TABLET	46.96	
			01-4510	ALL WEATHER FLAG	459.50	
				ALL WEATHER FLAG/RETURNED	49.34	
				PBIS HANDBOOK	33.19	
				REPLACEMENT IPAD COVER	29.37	
			01-4515	TRASH CAN DOLLY	18.22	
				Unpaid Sales Tax	66.68	
9010806207	03/07/2019	US BANK	01-4510	CPR/SELLON SB COACH	11.22-	907.90
				HINGES	35.95	
				STAFF DEV LUNCH	19.26	
				ACSA CONF/KK	74.71	
			01-5210	PHONE SRVC CREDIT	1,026.60	
9010806208	03/07/2019	VERIZON WIRELESS	01-5910	SUPT CELL 1/23/18-2/22/19	50.00	1,206.52
9010806209	03/07/2019	WELLS FARGO FINANCIAL INC	01-5910	COPIER 4/9/19-5/8/19		62.52
			01-5620			754.90
Total Number of Checks					38	45,771.21

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General	37	22,308.09
76	Payroll/Clearing	1	23,474.34

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.

Checks Dated 02/12/2019 through 03/11/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	38		45,782.43	
		Less Unpaid Sales Tax Liability			11.22	
		Net (Check Amount)			45,771.21	

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.

8c.1

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/ta/ae/ae/ta13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: North Cow Creek Elementary School District		COUNTY CODE: 45	DISTRICT CODE: 70078	CHARTER NUMBER (IF APPLICABLE)
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Kevin Kurtz		FISCAL YEAR: 2018-2019		
ADDRESS: 10619 Swede Creek Road				
CITY: Palo Cedro	STATE: CA	COUNTY NAME: Shasta		
CONTACT NAME: Michelle Glover	TITLE: Director of Business Services	PHONE: 530-722-1706	E-MAIL: mglover@columbiasd.com	ZIP CODE: 96073

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE)	<input type="checkbox"/> CHARTER SCHOOL
Choose one of the following:		
<input type="checkbox"/> All district school sites		
<input type="checkbox"/> Select district school sites		

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in EC Section 41422, LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq. <input checked="" type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in EC Section 46391, Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ Not Applicable (Proceed to Section C)

☒ Supplemental Page(s) Attached

Winter storm causing extensive snowfall and high winds, which caused damage to infrastructure of road and highways as well as communication and electrical outages. The snow and wind caused downed trees and limbs creating hazardous road and campus conditions.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/qa/ae/ae13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

[illegible]

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

[illegible]

☒ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

[illegible]

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/na/qa/c21/3a.asp> if more than 5 lines are needed for this request. Refer to the instructions on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

☐ **Not Applicable (Proceed to Section E)**

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

8es

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.
We, members constituting a majority of the governing board of North Cow Creek Elem School Dist, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Eileen Travis, President

Jim Brimble, Member

Kevin Butler, Member

Erica Callegari, Member

Kim Christofferson, Member

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 19th day of March, 2019

Witness: Kevin Kurtz

(Name)

(Signature)

Title:

Superintendent

of Shasta

County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee):

(Name)

(Signature)

Authorizing LEA Name:

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee):

(Name)

(Signature)

Subscribed and sworn (or affirmed) before me, this

day of

Witness:

(Name)

(Signature)

Title:

of

County, California

COE contact/individual responsible for completing this section:

Name:

Title:

Phone:

E-mail:



Office of Governor
GAVIN NEWSOM

Governor Newsom Declares State of Emergency in Counties Across California Due to Winter Storms

Published: Feb 21, 2019

SACRAMENTO – Governor Gavin Newsom issued an emergency proclamation to help communities respond to and recover from severe winter storms that have caused flooding, mudslides, erosion, power outages, and damage to critical infrastructure.

The emergency proclamation — issued for the counties of Calaveras, El Dorado, Humboldt, Los Angeles, Marin, Mendocino, Modoc, Mono, Monterey, Orange, Riverside, San Bernardino, San Diego, San Mateo, Santa Barbara, Santa Clara, Shasta, Tehama, Trinity, Ventura, and Yolo — directs Caltrans to formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program and directs the Office of Emergency Services to provide assistance to local governments.

An attested copy of the proclamation can be found here and the full text is below:

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS beginning on January 5, 2019, an atmospheric river system swept across California, bringing high winds, substantial precipitation, and flooding, significantly impacting counties throughout the State; and

WHEREAS atmospheric river systems continued to impact California throughout January and into February 2019; and

WHEREAS beginning on February 12, 2019, another significant atmospheric river system swept across California, resulting in additional widespread damage; and

WHEREAS these winter storms caused extensive snowfall, high winds, dangerous flash flooding, erosion, widespread power outages, and mud and debris flows; and

WHEREAS these winter storms caused damage to critical infrastructure and to roads and highways throughout the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to the winter storms in Calaveras, El Dorado, Humboldt, Los Angeles, Marin, Mendocino, Modoc, Mono, Monterey, Orange, Riverside, San Bernardino, San Diego, San Mateo, Santa Barbara, Santa Clara, Shasta, Tehama, Trinity, Ventura, and Yolo counties;

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the winter storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions;

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by the winter storms;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Calaveras, El Dorado, Humboldt, Los Angeles, Marin, Mendocino, Modoc, Mono, Monterey, Orange, Riverside, San Bernardino, San Diego, San Mateo, Santa Barbara, Santa Clara, Shasta, Tehama, Trinity, Ventura, and Yolo counties.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this state of emergency consistent with the direction of my Office of Emergency Services and the State Emergency Plan.
2. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.
3. The Office of Emergency Services shall provide assistance, as appropriate, under the authority of the California Disaster Assistance Act, California Government Code section 8680 et seq. and California Code of Regulations, Title 19, section 2900 et seq.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of February 2019.

GAVIN NEWSOM

Governor of California

ATTEST:

ALEX PADILLA

Secretary of State

###

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[Governor Newsom Statement on Passing of Jeff Adachi](#)

Archives

[February 2019](#)

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

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I **FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto
 set my hand and caused the Great
 Seal of the State of California to be
 affixed this 21st day of February 2019.



GAVIN NEWSOM
 Governor of California

ATTEST:


 ALEX PADILLA
 Secretary of State

8C10

**Proclamation of a Local Emergency by
Director of Emergency Services**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.060 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, the Shasta County Board of Supervisors is not in session and cannot immediately be called into session; and

WHEREAS, this Proclamation of Local Emergency will be ratified, and as necessary reaffirmed, by the Board of Supervisors pursuant to applicable laws; and

WHEREAS, the Director of Emergency Services of the County of Shasta hereby finds:

1. This February winter storm has potentially damaged County roadways, has downed trees and limbs and has damaged critical infrastructure, to include loss of power throughout the county and emergency radio repeaters for first responders. The current forecast calls for continued storms and snow transitioning to rain, which will further exacerbate damages and recovery efforts.
2. As the storm transitions to rain and the snow melts, there is a great potential for local flooding and mud slides, especially in the scarred areas of the Carr fire. The weather forecast is calling for high winds and heavy rain for the next two days.
3. The continued rains may cause additional damage to County roadways. Should the storms intensify, significant costs in overtime, materials, and contract work will be likely. In order to insure our eligibility for disaster relief from both the federal and state governments, it is necessary to declare a local emergency.

WHEREAS, the Director finds that these emergency conditions are beyond the immediate control of local resources, services, personnel, equipment, and facilities;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in Shasta County pursuant to Government Code Section 8630 and other applicable laws; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of this county approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors; and,

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Governor of California with the request that he proclaim the County of Shasta to be in a state of emergency; and,

8C.11

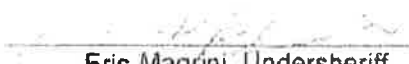
BOARD OF SUPERVISORS SPECIAL MEETING - February 19, 2019

**Proclamation of a Local Emergency by
Director of Emergency Services**

IT IS FURTHER RESOLVED that Undersheriff Eric Magrini (acting in the absence of Sheriff Tom Bosenko), Director of Emergency Services, is hereby designated as the authorized representative of the County of Shasta for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

COUNTY OF SHASTA

Dated: February 13, 2019
Time: 8:15am


Eric Magrini, Undersheriff
Acting Director of Emergency Services
County of Shasta
State of California

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA RATIFYING THE PROCLAMATION OF A
LOCAL EMERGENCY FOR THE FEBRUARY 2019 WINTER STORMS AND
REQUESTING THE GOVERNOR TO PROCLAIM A STATE OF EMERGENCY**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta in that the February 2019 Winter Storms have potentially damaged County roadways, have downed trees, limbs, and power poles, as well as damaged critical infrastructure to include loss of power throughout the county and interruption of emergency radio repeaters for first responders and possibly damaged roadways; and

WHEREAS, the current forecast calls for continued storms and snow transitioning to rain, which will further exacerbate the damage and increase the difficulty of recovery efforts; and

WHEREAS, as rains continue to fall combined with snow melt there is great potential for local flooding and mud slides, especially in the areas scarred by the Carr, Delta, and Hirz Fires, which combined with high winds and heavy rain forecast creates the potential for additional damage to areas of Shasta County; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the February 2019 Winter Storm on February 13, 2019 at 8:15 a.m.; and

WHEREAS, the Board of Supervisors does hereby find the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency and request the Governor to Proclaim a State of Emergency throughout Shasta County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta ratifies the proclamation of a 'local emergency' by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

BE IT FURTHER RESOLVED that the Board of Supervisors shall review the need for continuing the local emergency at least once every 60 days until its termination is proclaimed by this Board.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

Resolution No. 2019 --
February 19, 2019
Page 2 of 2

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the Secretary of the Governor's Office of Emergency Services (Cal OES) and request the Secretary of Cal OES to provide a Secretaries concurrence.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Shasta to be in a state of emergency and allow California Disaster Assistance Act (CDAA) funds be released to assist in recovery from this Disaster.

DULY PASSED AND ADOPTED this 19th day of February 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Shasta County Sheriff's Office declares local emergency



The Shasta County Sheriff's Office has declared a local emergency due to the snow storm which has caused significant damage in Shasta County.

Posted: Feb. 13, 2019 11:43 AM

Updated: Feb. 15, 2019 9:57 AM

Posted By: Stephanie Schmieding

SHASTA COUNTY, Calif. - The Shasta County Sheriff's Office has declared a local emergency due to the snow storm which has caused significant damage in Shasta County.

The weather forecast is calling for several days of high winds and heavy rains. Combined with snowfall, the weather has the potential for more flooding and damage.

The sheriff's office has urged the citizens of Shasta County to not travel unless absolutely needed. They also say to use caution and be aware of falling trees and downed power lines.

They advise residents to prepare for several days of power outages, limited public services and extended emergency response times.

Image courtesy of Sean Sean.

Major Storm Wreaks Havoc in Northern California; Shasta County Declares Emergency

POSTED 10:46 AM, FEBRUARY 13, 2019, BY ASSOCIATED PRESS, UPDATED AT 03:02PM, FEBRUARY 13, 2019

The Latest on California storms (all times local):

3:00 p.m.

Officials in Northern California are urging people to avoid traveling on roads unless it's absolutely necessary and have declared an emergency for Shasta County, where thousands are without power.

KRCR-TV reports the Shasta County Sheriff's Office says residents should prepare for several days of power outages, limited public services and extended emergency response times.

In the county seat of Redding, police are urging residents to avoid several streets because of downed power lines.

The storm has dumped at least 10 inches of snow in Redding, according to the National Weather Service.

Paul Moreno, a spokesman with Pacific Gas & Pacific Gas, says 42,000 of their customers remain without power, most of them in Shasta county.

Another 15,200 Redding Electric Utility customers remain without electricity.

Forecasters say the area will see rain and snow through the weekend.

North Cow Creek School District 2018-2019 School Calendar

Revised (3/19/19)

1st Trimester Ends November 2
2nd Trimester Ends February 15
3rd Trimester Ends June 6

Shaded = Student Attendance Days (180)

July 2018						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

19

August 2018						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13

September 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

October 2018						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

November 2018						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

21

December 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16

January 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

17

February 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

22

March 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4

April 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

16

May 2019						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22

June 2019						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4

HOLIDAYS/RECESSES

Labor Day Sep 3
Veteran's Day Holiday Nov 12
(by law must be Nov 11 if a weekday)
Thanksgiving Break Nov 19-23
Winter Break Dec 21-Jan 7
Martin Luther King Day Jan 21
Lincoln Day observed Feb 19
Washington Day observed Feb 18
Spring Break Apr 12-Apr 19
Memorial Day May 27

Easter - April 21
Snow Day (if needed): April 12

KEY DATES

School Starts: August 15
School Ends: June 6

District Work Days: ○ Aug 10, Aug 13, Jun 7

Staff Development Days: △ Aug 14, Jan 7, Apr 12

Minimum Days: ◡ Aug 17, Aug 30, Oct 1, Dec 3, Dec 20
Feb 4, Mar 4, Apr 12, 25, May 6,
Jun 6

Parent Conferences/Minimum Days: Oct 29 - Nov 2

Back to School Night: Aug 30 Open House: Apr 25

North Cow Creek Elementary School District

EMPLOYMENT AGREEMENT WITH

Kevin Kurtz

AS

SUPERINTENDENT/PRINCIPAL

2018-19

(Revised: 3/19/19)

This **Employment Agreement ("Agreement")** is entered into on March 20, 2018, between the Board of Trustees of the **North Cow Creek Elementary School District** (hereinafter referred to as "**Board**" or "**District**") and Kevin Kurtz, Superintendent/Principal (hereinafter referred to as Superintendent/Principal).

1. Term of Contract

Pursuant to Education Code section 35031, the District hereby employs Superintendent/Principal for a period of two (2) school years, beginning the 1st day of July 2018, and terminating on the 30th day of June 2020.

Not later than May 1st of each school year, should the Superintendent/Principal receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed two (2) years. An amendment for the extension of the term of this agreement shall be approved at the June regularly scheduled Board Meeting.

2. Employment as the Superintendent/Principal

The Board employs the Superintendent/Principal and the Superintendent/Principal accepts employment as the Superintendent/Principal of the North Cow Creek Elementary School District of Shasta County, in the State of California.

3. Salary

The annual salary of the Superintendent/Principal shall be payable in twelve (12) equal, monthly installments. When only a portion of any year or month is served, the Superintendent/Principal's salary shall be prorated to reflect such service.

The Superintendent/Principal's salary for the 2018-2019 school year shall be \$113,628.00.

Commencing the 2019-2020 school year and each school year thereafter, the Superintendent/Principal shall receive each year of the Term of this Agreement a 1% increase to the Superintendent/Principal's salary beginning July 1 of each school year. The Board may meet in the spring of each school year to consider whether or not to increase the Superintendent/Principal's salary in excess of the aforementioned amounts.

Based upon merit, job performance, and other criteria established by the Board, the Board may provide additional increases for any and all years of this Agreement. Any increase in salary shall not be considered either as entering into a new agreement or the extension of the term of this Agreement. Any changes in salary during the term of this Agreement shall be made by a written amendment to this Agreement and announced publicly at a regularly scheduled Board meeting.

If the salary rate of the majority of the other certificated employees of the District has been adjusted downward the Board shall have the right to adjust the Superintendent's salary downward at a commensurate rate.

4. Duties

The District employs the Superintendent/Principal as a full-time Superintendent/Principal. Superintendent/Principal shall perform the duties as prescribed by the current laws of the State of California and Board Policy, which include but are not limited to, the following duties:

- Review all policies adopted by the Board and make appropriate recommendations to the Board.
- Periodically evaluate employees as provided for by California Law, Board policy, and Certified

and Classified contracts.

- Advise the Board of all possible sources of funds that might be available to implement new programs or complete present District programs.
- Endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations, and the activities.
- Establish and maintain an appropriate community relations program.
- Serve as the liaison between the Board and Board's representative with respect to all employer-employee matters, including contract negotiations, and make recommendations to the Board concerning those matters.
- Manage the District's facilities and make recommendations to the Board regarding the facilities' condition and possible changes to those facilities.
- Those duties as prescribed by the laws of the State of California and Board policy.
- All other duties as requested by the Board.

5. Superintendent/Principal Performance Objectives

On or prior to June 1, 2019 and prior to June 1st of each school year thereafter, the Superintendent/Principal and the Board will meet to establish performance objectives for the succeeding school year. These objectives shall be reduced to writing and shall be the primary criteria by which the Superintendent/Principal is evaluated.

6. Evaluation

The Board shall evaluate the Superintendent/Principal's performance in writing once a school year during the term of this Agreement. The evaluation shall be completed prior to May of each school year. This evaluation shall be based upon, but not limited to, the duties and responsibilities of the Superintendent/Principal as set forth in this Agreement and the performance objectives for the school year in question.

The Board and Superintendent/Principal shall agree upon a written evaluation format, which shall be used during the term. The Board, unless otherwise agreed to in writing with the Superintendent/Principal, shall maintain confidentiality concerning the contents of any evaluation.

7. Health and Welfare Benefits/ Insurance

The Superintendent/Principal shall receive the same health and welfare benefits afforded to certificated employees of the District. The Superintendent/Principal will also receive the same District-provided life insurance coverage afforded other eligible District employees.

8. Statutory Benefits

The Superintendent/Principal shall be entitled to participate in the State Teachers Retirement System, State Unemployment Insurance, and Workers Compensation programs, as is consistent with all other certificated employees in the District. Employee and employer contributions shall be made by each party in accordance with the requirements of each program.

9. Business Expenses

The District shall pay to the Superintendent/Principal the sum of one hundred fifty dollars (\$150) per month for 12 months as a mileage allowance for district use of the Superintendent/Principal's car; and as an expense allowance within Shasta and Tehama counties. The district shall provide a cell phone for district and personal use. Cell phone expenses/charges above the approved regular monthly charges will be paid by the

Superintendent/Principal. In addition, the District shall compensate the Superintendent/Principal for air travel, lodging, and expenses outside Shasta and Tehama counties upon prior approval by the School Board. The District and the Superintendent/Principal may meet in the spring of each school year to determine if the mileage and expense allowance should be increased.

10. Professional Activities

The District shall pay the annual dues for an individual membership for the Superintendent/Principal in the state and local Association of California School Administrators (ACSA) organizations during each school year of this Agreement and other professional organizations approved by the School Board.

11. Work Year

The Superintendent/Principal shall render twelve (12) months' full-time regular service to the District during each school year covered by this Agreement, exclusive of holidays. The Superintendent/Principal will work two hundred fifteen (215) days per year.

Notwithstanding the foregoing, Superintendent /Principal shall be on call to perform his duties 24 hours a day, 7 days a week. Superintendent/Principal acknowledges that as a 24/7 employee, District affairs may call upon him to devote other days as he shall be Superintendent/Principal. If additional work days are required beyond the two hundred fifteen (215) days, the Superintendent/Principal shall reach a mutual agreement with the School Board to modify his/her work year calendar to accommodate the additional work days or, if agreed upon by the School Board, paid at his/her current daily rate with all necessary contributions being deducted.

12. Sick Leave

The Superintendent/Principal shall be entitled to twelve (12) working days of sick leave each school year. The Superintendent/Principal may accumulate unused sick leave days. Upon entering into this Agreement the Superintendent/Principal may transfer any accumulated and unused sick leave days from another school district as permitted by Education Code section 44979. Upon termination or expiration of this Agreement, the Superintendent/Principal may transfer the accumulated and unused sick leave days to another school district as permitted by Education Code section 44979. In no event shall the District make cash payment to the Superintendent/Principal for accumulated and unused sick leave.

13. Termination of Contract

This Agreement may be terminated by any of the following events:

- A. Mutual written agreement of the parties.
- B. Superintendent/Principal's failure to maintain a valid California Administrative Credential.
- C. Death of Superintendent/Principal.
- D. Disability or Incapacity of Superintendent/Principal.
- E. Termination for cause.

The Board may terminate this Agreement for cause upon forty-five (45) days' written notice to the Superintendent/Principal, provided, however, the Superintendent/Principal shall be given forty-five (45) days' written notice of the charges against him to permit him a meaningful

opportunity to respond to the charges, in person, provided that it is in closed session, or in writing, to the Board prior to the Board's final decision. Superintendent/Principal's right to respond shall be his exclusive right to any hearing otherwise required by law and Superintendent/Principal shall be liable for the cost or fees associated with the employment of a representative or attorney.

Cause, as it relates to this section, shall be defined as: (1) breach of this Agreement; (2) refusal or failure to act in accordance with specific provisions of this Agreement; (3) unsatisfactory performance, (4) conviction of a crime or of any crime involving moral turpitude; (5) suspension or revocation of any credential held by the Superintendent/Principal.

In the event this Agreement is terminated for cause, no further payment shall be made to Superintendent/Principal.

F. Termination without cause.

The Board may terminate this Agreement if at least 80% of the members of the Board vote to terminate without cause. The Board shall provide Superintendent/Principal with forty-five (45) days' written notice. Upon exercising its option under this subsection, the Board shall pay salary and other benefits to the Superintendent/Principal, pursuant to this paragraph, and shall advise the public and prospective employers that he was terminated under a provision of this Agreement, which does not require cause.

If the Board exercises its option to dismiss the Superintendent/Principal without cause, the Superintendent/Principal will be compensated for the remainder of this Agreement or twelve (12) months of salary paid twelve (12) monthly payments of an equal amount, whichever is lesser, until the full amount is paid. The parties agree the District's completion of its obligations under this provision constitutes the Superintendent/Principal's sole remedy to the fullest extent provided by law. The parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code sections 53260, et. seq.

For the balance of the term of this Agreement, or for twelve (12) months, whichever is lesser, the District shall continue to provide the Superintendent/Principal with the health and welfare benefits coverage and life insurance coverage, in the amount shown in Paragraph 7, Health and Welfare Benefits/Insurance of this Agreement, as provided to him while serving as Superintendent/Principal. However, such health and welfare benefits coverage and life insurance coverage shall be terminated when the Superintendent/Principal obtains coverage through a new employer.

G. Abuse of Office: Pursuant to Government Code section 53243.2, any funds received by the Superintendent/Principal from the District as a buyout, resulting from the Board's decision to terminate the Superintendent/Principal without cause, shall be fully reimbursed to the District if the Superintendent/Principal is convicted of a crime involving the abuse of his or her powers of office. If the District funds the criminal defense of the Superintendent/Principal against charges involving the abuse of his or her office or position, and the Superintendent/Principal is then convicted of those charges, the Superintendent/Principal shall fully reimburse the District for all District funds paid for the Superintendent/Principal's criminal defense.

H. Election of Superintendent/Principal to terminate agreement.

The Superintendent/Principal shall notify the Board President of any interview scheduled as a

finalist with another employer. The Superintendent/Principal may resign at any time upon giving forty- five (45) days' written notice to the Board. All reasonable efforts will be made by the Superintendent/Principal and the Board to have the resignation take effect at the end of the current school year. The Superintendent/Principal may only resign upon shorter notice with the written consent of the Board of Trustees given at a duly noticed Board meeting.

I. Non re-election

The Board may determine not to re-employ the Superintendent/Principal upon the expiration of this Agreement by providing written notice at least ninety (90) days before the expiration of this Agreement in accordance with Education Code section 35031.

Superintendent/Principal shall inform the Board of this notice requirement, in writing, no later than one hundred and twenty (120) days before the expiration of this Agreement.

Superintendent/Principal's failure to provide this notice shall be considered a material breach of this Agreement and grounds for termination for cause.

15. Outside Professional Activities

With prior approval of the Board President, the Superintendent/Principal may undertake consultative work, speaking engagements, writing, lecturing, political office, or other professional duties and obligations. These outside professional activities may be performed for consideration provided they do not interfere and are not incompatible with the Superintendent/Principal's performance of his duties under this Agreement. The Superintendent/Principal shall keep the Board informed of such outside professional activities. In such cases, honorariums paid to the Superintendent/Principal in connection with these activities shall be transferred to the District, if District time off is required to perform such activities. If the Superintendent/Principal chooses to use vacation leave to perform outside activities, he shall retain any honorarium paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

16. Indemnity

In accordance with the provisions of Government sections 825 and 995, the District shall defend the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal in Superintendent/Principal's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent/Principal was acting within the scope of employment provided. Superintendent/Principal shall provide the District with the required written notice and agrees to reasonably cooperate in good faith in the defense of the demand, claim suit, action, or legal proceeding. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, or that Superintendent/Principal willfully failed or refused to conduct the defense of the claim or action in good faith in the defense conducted by the District, the District shall hold harmless and indemnify the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal in Superintendent/Principal's individual capacity or in Superintendent/Principal's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent/Principal was acting within a scope of Superintendent/Principal's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of the Superintendent/Principal's job performance, including any extensions of this Agreement.

17. Amendment

This Agreement may be amended by mutual consent of the Board and Superintendent/Principal provided that any amendment shall be in writing.

18. Separability and Savings

If any provisions of this Agreement shall be held invalid by operation of law of any arbitrator, tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such arbitrator, tribunal or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

19. General Provisions

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Trustees of the North Cow Creek Elementary School District.

This Agreement is the full and complete agreement between the parties, and it can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

We affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

BOARD OF TRUSTEES, NORTH COW CREEK ELEMENTARY SCHOOL DISTRICT, SHASTA COUNTY, STATE OF CALIFORNIA

President

Clerk

Trustee

Trustee

Trustee

I accept this offer of employment and agree to comply with the conditions of this Agreement and to fulfill all the duties of employment of the Superintendent/Principal of the North Cow Creek Elementary School District.

Kevin Kurtz

Date

RESOLUTION #190319A

**NORTH COW CREEK SCHOOL DISTRICT
RESOLUTION TO TRANSFER ECONOMIC UNCERTAINTY FUNDS FROM
SPECIAL RESERVE NON-CAPITAL OUTLAY FUND (17) TO GENERAL FUND (01)**

WHEREAS, the Governing Board of North Cow Creek School District has established a Special Reserve Non-Capital Outlay Fund; and

WHEREAS, the Governing Board has utilized this fund to maintain an additional 10% reserve for economic uncertainty; and

WHEREAS, the Board desires to maintain a positive cash flow balance within the general fund (01); and

WHEREAS, the Board understands that state and federal revenues are not deposited monthly so as to maintain a positive cash flow balance

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the North Cow Creek School District hereby authorizes the transfer of the 10% reserve for economic uncertainty to the general fund (01) in order for these funds to be available to cover expenditures during times of low cash flow; and

BE IT RESOLVED that the 10% reserve for economic uncertainty is to be maintained in the general fund (01) as Board Designated.

PASSED AND ADOPTED THIS 19TH DAY OF MARCH, 2019 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

PRESIDENT, Board of Trustees

CLERK, Board of Trustees

North Cow Creek

Board Policy

Budget

BP 3100

Business and Noninstructional Operations

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 0400 - Comprehensive Plans)
- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 3300 - Expenditures and Purchases)
- (cf. 3460 - Financial Reports and Accountability)
- (cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

- (cf. 9320 - Meetings and Notices)
- (cf. 9322 - Agenda/Meeting Materials)
- (cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting scheduled on a date after the public hearing on the budget, the Board shall, following its adoption of the LCAP or an annual update to the LCAP, adopt the budget. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
 (cf. 6173.1 - Education for Foster Youth)
 (cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
 (cf. 3110 - Transfer of Funds)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

Reserve Balance

The district budget shall include a fifteen percent (15%) minimum reserve balance for economic uncertainties that shall include the percentage or amount specified in 5 CCR 15450 (5%).

In any year that the district is notified by the Superintendent of Public Instruction that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds. (Education Code 41202, 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
 (cf. 4154/4254/4354 - Health and Welfare Benefits)
 (cf. 7210 - Facilities Financing)
 (cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools
 33127-33131 Standards and criteria for local budgets and expenditures
 41202 Determination of minimum level of education funding
 42103 Public hearing on proposed budget; requirements for content of proposed budget
 42122-42129 Budget requirements
 42130-42134 Financial certifications
 42140-42141 Disclosure of fiscal obligations
 42238-42251 Apportionments to districts, especially:
 42238.01-42238.07 Local control funding formula
 42602 Use of unbudgeted funds
 42610 Appropriation of excess funds and limitation thereon
 45253 Annual budget of personnel commission
 45254 First year budget of personnel commission
 52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure
 15440-15451 Criteria and standards for school district budgets
 15494-15496 Local control funding formula, expenditures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September

2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

(12/14 10/15) 12/17

North Cow Creek

Administrative Regulation

Budget

AR 3100

Business and Noninstructional Operations

Public Hearing

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing as required by Education Code 42103.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

(cf. 9323 - Meeting Conduct)

Budget Review Committee for Disapproved Budgets

If the district's budget is disapproved by the County Superintendent for any reason other than his/her disapproval of the district's local control and accountability plan (LCAP) or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates
2. A regional review committee convened by the County Superintendent with the approval of the Board

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent as he/she develops and adopts, by December 31, a fiscal plan and budget that will allow the district to meet its financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

**Board Supplemental Information
190315B**

**2nd Interim
Budget Report**