A. CALL TO ORDER

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION
   1. Conference with Labor Negotiators Agency designated representatives: Board President
      Alex DuBose, Unrepresented Employee(s): Superintendent
      (Government Code 54957.6)
   2. Conference with Labor Negotiators Agency designated representatives: Interim Superintendent
      Joanne Parsley; Employee Organizations: Administrative, CTA, CSEA, and Classified
      Confidential
      (Government Code 54957.6)
   3. Public Employee Discipline / Dismissal / Release / Complaint
      (Government Code 54957)
   4. Public Employee Performance Evaluation: Superintendent
      (Government Code 54957)
   5. Public employee appointment/employment: Superintendent
      (Government Code 54957)
   6. Student Expulsion: Pursuant to Education Code section 35146. The Education code requires
      closed session in these cases to prevent disclosure of confidential
      student record information.

D. RETURN TO OPEN SESSION

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ADJUSTMENTS TO ORDER OF AGENDA

H. ITEMS FROM THE PUBLIC
   The law allows the public to address the governing board on any school district matter, whether or not
   it is on the agenda, but the law prohibits action or discussion by the Board on non-agenda items.
   A person wishing to be heard by the Board shall first be recognized by the president and shall then
   proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three
   minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total
   time for public input on each item to 20 minutes. With Board consent, the president may increase or
   decrease the time allowed for public presentation, depending on the topic and the number of persons
   wishing to be heard. The president may take a poll of speakers for or against a particular issue and
   may ask that additional persons speak only if they have something new to add. (BB 9323)
   “Questions or concerns expressed may be referred to the Interim Superintendent, Joanne Parsley,
   for a response or resolution. Those persons wishing to contact the Superintendent may do so by
   phone at (530) 895-4675 or by email at iparsley@durhamunified.org”
I. DISTRICT REPORTS

1. Principal and Director Reports:
   a. Durham Elementary School – Lisa Atlas
   b. Durham Intermediate School – Lora Fox
   c. Durham High School – Robbin Pedrett
   d. Director of Special Education – Marilyn Bertolucci

2. Assistant Superintendent to Business and Operations, RJ Anderson

3. Interim Superintendent, Joanne Parsley

4. Board of Trustees

J. CONSENT AGENDA


2. Minutes of the Regular Meeting January 15, 2020


4. Accounts Payable for the Month of January 2020

5. Accept donation from the Durham Exchange Club of $1000 for the Southern Oregon University Dual Credit Program.


7. Approve renewal agreement between Durham Unified School District and Butte College Education, Child and Family Studies Field Program.

8. Employment
   Certificated Hire:
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<tbody>
<tr>
<td>Georgiana Vlahos</td>
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<tr>
<td>Heather McCune</td>
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   Certificated Resignation:
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<td>Jean Campbell</td>
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Coach Resignation:

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<tr>
<td>Dana Bill</td>
<td>Varsity Assistant</td>
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<td>Mark Chavez</td>
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9. Field Trips:

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<tr>
<td>DES 5th Grade</td>
<td>CUSD Science Fair, Chico</td>
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<tr>
<td>DES 5th Grade</td>
<td>Neal Road Landfill, Paradise</td>
<td>03-11-2020</td>
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<tr>
<td>DIS Band</td>
<td>CMEA Festival/Competition, Chico</td>
<td>03-13-2020</td>
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<tr>
<td>DES 3rd Grade</td>
<td>Chinese Temple/Pioneer Museum Oro.</td>
<td>03-18-2020</td>
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<tr>
<td>DHS CSF</td>
<td>Ashland, OR Trip</td>
<td>03-19 to 03-20-2020</td>
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<tr>
<td>DES 2nd Grade</td>
<td>Turtle Bay Exploration Park, Redding</td>
<td>03-26-2020</td>
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<tr>
<td>DHS Jazz Band</td>
<td>Jazz Festival and Competition, Reno</td>
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<tr>
<td>DIS Band</td>
<td>Music in the Park Competition, Vallejo</td>
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K. INFORMATION ITEM


L. ACTION ITEMS:

1. **Action**: Discussion/Approval of Durham Recreation and Park District installation of Outdoor Fitness Course at the Midway Park. Information to be presented by Kelly Parsons, Durham Recreation and Park District Manager.

2. **Action**: Discussion/Approval of Measure X Facility Needs Assessment.


4. **Action**: Approval of 2019-2020 Durham Unified Teachers Association Certificated Agreement. This document is available for public review at the District Office.

5. **Action**: Approval of Winter Release Consolidated Application. This document is available for public review at the District Office.

6. **Action**: Discussion/Approval procurement of storage container for DHS cheer equipment.


8. **Action**: Discussion/Approval of 2020-2021 and 2021-2022 DUSD Student Calendars.

9. **Action**: Discussion/Approval of E-Rate Contract with CDW-G.
M. ITEMS FROM THE BOARD
N. RETURN TO CLOSED SESSION
O. CLOSED SESSION
P. RETURN TO OPEN SESSION
Q. REPORT OF ACTION TAKEN IN CLOSED SESSION
R. NEXT BOARD MEETING DATE: March 18, 2020
S. ADJOURNMENT

Notes: *Agenda item documents are available for public inspection during regular business hours at the District Office. **Handout will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Tina Blem, District Secretary, 48 hours in advance at 895-4673 x227.
Durham Unified School District  
**SPECIAL Meeting of the Board of Trustees**
Monday, January 13, 2020  
4:00 P.M. Open Session  
District Board Room

**Minutes**

A Special Meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room on Monday, January 13, 2020.

**Trustees Present:** Kathy Horn, Ed McLaughlin, Lance Smith and Matthew Thorpe  
**Trustees Absent:** Alex DuBose

**Administration Present:** Assistant Superintendent RJ Anderson, District Secretary Tina Blenn, Principal Robbin Pedrett and Principal Lora Fox.

**Administration Absent:** Superintendent Lloyd Webb

A. **Call to Order**  
Board Clerk, Ed McLaughlin called the meeting to order at 4:00 pm in the District Board Room.

B. **Pledge of Allegiance:**  
Trustee Lance Smith led the pledge of allegiance.

C. **Items from the Public:** None

D. **Discussion:**

1. Review of Measure X Facility Needs Assessment with opportunity for public input.

   RJ Anderson introduced Brett Merrick, Vice President of SchoolWorks, Inc. and Alan Chambers representing Eagle Architects. Mr. Merrick briefly summarized the current assessments and presented the project by site, demonstrated on easels boards around the meeting room. The public, staff and Board viewed each display and was able to add comments regarding their idea of priority or need to each individual site project. Comment cards were also made available for additional feedback for the pending projects. After approximately 45 minutes of review, the meeting was called back to order by Board Clerk Ed McLaughlin for any public comment.

E. **Public Comment:**

   Christy Dyrr: What will be the time frame for the project?  
Brett Merrick: We need to make a priority list first, then set a timeline. We also need to consider what projects will be best served with Modernization or Construction funding.
Christy Dyrr: What is a reasonable time for plans to be drawn?
Alan Chambers: Plans don’t take much time; the DSA planning does and lining out the funding for the project will take the most time.

Christy Dyrr: Who is working on the funding?
Brett Merrick: SchoolWorks will.

Larry Reinhart: Are there projections considering growth?
Brett Merrick: Yes, every October there is a review of ADA, student enrollment, that could influence the project.

Jolie Webb: I am concerned with the public’s need to see progress. Roofing, HVAC units are very important, but I think we need to see improvement for public support.

Kim Thorpe: Can you place a PDF on the website with the assessment of the projects?
Jolie Webb: What was done with the portables used with Paradise Elementary School?
Do we own them now?
RJ Anderson: Yes, we purchased them with bond funds and will be using them as temporary classrooms during the construction process.

Christy Dyrr: Will the DUSD solar unit have the capacity for the improvements?
RJ Anderson: It will be more efficient.

F. **Items from the Board:**

Trustee Smith: I would like the principals to prioritize the list that they have submitted to the Board. This would help me understand your biggest needs. Thank you for the list, it is very helpful.

Trustee Thorpe: Yes, I would like that list as well. I would like to thank the public for coming and their input.

Clerk McLaughlin: I would like to thank everyone for coming to this meeting. The whole community worked hard to pass this bond. My biggest goals are to stop any further damage to sites, to bring them up to date and be ADA compliant. I know we need to replace the gym and coliseum bleachers but I feel that should be from the Sports Boosters/Community Foundation and we need to use bond funds for immediate repairs like updating our day in and day out facilities and becoming ADA complaint as well as updating our kitchens.

F. **Next Board Meeting Date:** 1-15-2020 6 pm.

G. **Adjournment:** Clerk McLaughlin adjourned the meeting at 4:53 pm.
Durham Unified School District
Regular Meeting of the Board of Trustees
Wednesday, January 15, 2020
District Boardroom 6 p.m.
9420 Putney Drive, Durham, CA 95938

Minutes
The Regular meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room, Wednesday, January 15, 2020 and began at 6:00 pm.

Trustees Present: Alex DuBose, Kathy Horn, Ed McLaughlin, Lance Smith and Matthew Thorpe
Trustees Absent: None
Staff Members Present: Superintendent Lloyd Webb, Assistant Superintendent to Business and Operations RJ Anderson, District Secretary Tina Blenn, Principals: Lisa Atlas, Lora Fox, Robbin Pedrett and Director of Special Education Marilyn Bertolucci
Staff Members Absent: None

A. CALL TO ORDER
President Alex DuBose called the DUSD Board of Trustees meeting to order at 6:00 pm.

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION
1. Conference with Labor Negotiators Agency designated representatives:
   Board President, Unrepresented Employee(s): Superintendent
   (Government Code 54957.6)
2. Conference with Labor Negotiators Agency designated representatives: Superintendent Lloyd Webb Employee Organizations: Administrative, CTA, CSEA, and Classified Confidential
   (Government Code 54957.6)
3. Public Employee Discipline / Dismissal / Release / Complaint
   (Government Code 54957)
4. Public Employee Performance Evaluation: Superintendent
   (Government Code 54957)
5. Student Expulsion: (1-Student #2017-1) Pursuant to Education Code section 35146. The Education Code requires closed session in these cases to prevent disclosure of confidential student record information

D. RETURN TO OPEN SESSION
   Board President Alex DuBose reconvened Open Session at 7:15 p.m.

E. PLEDGE OF ALLEGIANCE
   President Alex DuBose led the Pledge of Allegiance.

F. REPORT OF ACTION TAKEN IN CLOSED SESSION: No action was taken.

G. ADJUSTMENTS TO ORDER OF AGENDA: There were no adjustments to the agenda.
H. ITEMS FROM THE PUBLIC:
- DHS cross country coach Dawn Dowd presented the Board with a cross country budget as requested by the Board at the December 18, 2019 meeting. She reported of the success at the State meet. There will be 16 teams in the League next year competing in cross country. Fund raising was discussed.
- Walt Chrupalo alpine ski coach at Pleasant Valley High School in Chico spoke regarding the opportunity of coach sharing for the alpine ski team. He also noted that alpine ski team at Pleasant Valley High School is a non funded team by the school and is reliant on fund raising and donations.
- Durham resident Liz Luce expressed concern regarding the proposed All Day Kindergarten, Item #4 on the current agenda.
- Vanessa Pitney, Durham resident/parent of current student, conveyed her concern regarding an All Day Kindergarten.

I. DISTRICT REPORTS:
- **DUTA:**
  Jona O'Shea, DUTA President gave a big thank you to Assistant Superintendent to Operations and Business, RJ Anderson, for his transparency and budget education contribution. She noted that RJ has done a lot in a short time and that he is appreciated. She also gave accolades to Superintendent Webb for his tenure at Durham. Jona said that the teachers have much gratitude for his transparency and fairness while in office; always trying to keep in a positive direction. Cheers Lloyd and presented him with a gift from DUTA.

- **Principals:**
  **Lisa Atlas, Durham Elementary School Principal:**
  Events/Happenings: The holiday boutique was a huge success. The Gala committee is hard at work for the March 21st event. Student Council is in full swing with advisor Samantha Brown. Math-A-Thon kick off assembly was Friday, January 10th. The Math-A-Thon will be held January 24th with proceeds helping to fund school wide field trips and assemblies. The PBIS Student Store is successful as students are able to “buy” items and events with the Tiger Bucks they earn for being Respectful, Responsible and Safe. A big shout out to Michelle Gagne, Title 1 teacher. She has organized curriculum materials, helped with the ordering of new Common Core fiction and non-fiction reading materials, as well as training teachers on how to utilize them to plan lessons for their Reading Discovery groups. Another shout out to Joanne Richer, who has organized the Tiger Store. Her support for students, staff and parents is incredible. She brings a wealth of ideas, a “get it done” attitude, and a strong work ethic to all she accomplishes for our community. Teacher collaboration days have been concentrating on planning the math-a-thon tests. Discussion revolving around new literacy books and how to plan for individualized group instruction. The MAP test results are in and being analyzed to determine teachers’ next steps for instruction. The 5th grade is planning an additional time on Friday to switch students and teach specific skills each group needs. The most recent Staff meeting was focused on training all DES staff on Run, Hide, Defend (active shooter on campus). The staff is prepared to speak to students, plan appropriate responses, and practice barricading. This drill will be done on Wednesday, January 22.
  Enrollment: 481      Volunteers: 353 with a total of approximately 1,350 sign-ins!

  **Lora Fox, Durham Intermediate School Principal:**
  Staff Meetings, Collaboration and Personnel Leadership continue. Items that are discussed: Bond assessment priority list for DIS site, analyze MAP test scores and discussion for next steps and Team/Department/Grade Collaboration time. Boys basketball season has started. The 8th graders are preparing their PEG projects.
  Enrollment: 260
Robbin Pedrett, Durham High School Principal:
The CAST, science test, results are in and teachers are evaluating these results. DHS is working on the registration course catalog, calendar and prioritizing assessment projects for the high school. MAP testing is being completed and registration will begin in February. Basketball teams are doing well. Wrestling remains successful with both boys’ and girls’ teams. Soccer teams have increased in size and are competitive within the league, Mikaela Murasko was honored with a certificate for her outstanding accomplishment at the CIF Cross Country State meet held in Fresno. She has now qualified for State 2 years in a row and ran her personal best this year. DHS is looking to see if there is interest and support for adding E-Sports and a Ski team. There will be a Block D dance and entertainment on January 25th. DHS with SRO (School Resource Officer), will put on a program regarding Vaping and the appropriate use of Instagram, Snapchat, and other social media websites, helping to clarify the legality of student posts. DHS has begun working on the Master Schedule. Our staff is looking into the course catalog and section numbers and class sizes. Next semester work will begin on WASC 2020-2021. Working to install/repair the pixel camera for live streaming events in DHS gym. A huge thank you to all parents and boosters for their support of DHS sports teams, co-curricular programs and clubs. Their personal involvement in time and supplies is more than appreciated!
Enrollment: 316

Special Education Director, Marilyn Bertolucci:
Our student numbers remain the same with some leaving and some being enrolled. She invited the Board to stop by her office anytime with questions, concerns or to be updated.

Assistant Superintendent to Business and Operations, RJ Anderson:
The training for operations of electric buses has been postponed until the week of January 20th. Durham Unified School District is still seeking a bus driver.

Superintendent, Lloyd Webb:
As his last LCAP update, Superintendent Webb reported that the new LCAP template will be released by the state in late January – early February. He has been working with the Principals, Special Education Director and Special Projects Secretary to be prepared for his successor, Joanne Parsley. He stated that all is going well at Durham Unified. He expressed deep appreciation for staff and teachers for their dedication to their jobs. Stating a last note: “I wish my kids had grown up here.”

Board of Trustees:
- Trustee Lance Smith has served on the Durham Unified School District Board for over 8 years and considers Superintendent Webb “the catch of the litter”. The Superintendent’s contributions to the District have and will continue to be building blocks for the District. Thank you.
- Clerk of the Board Ed McLaughlin said that he seconded Lance Smith’s comment. The trust between Lloyd, RJ, the Board and staff is really good. It takes effort and time to build that. Thank you!
- Trustee Matthew Thorpe concurred with the two trustees before him, wishing Superintendent Webb all the best in his future endeavors.

J. CONSENT AGENDA was approved as read. Trustee Matthew Thorpe thanked our retiring staff for their years of service to Durham Unified School District.

Moved: Ed McLaughlin  Second: Lance Smith  Vote: 5-0

K. INFORMATION ITEMS:

1. January Quarterly Report on Williams Uniform Complaints; Education Code 35186(d)
   There were no complaints filed during this quarter.
L. ACTION ITEMS:

   
   Moved: Kathy Horn  Second: Matthew Thorpe  Vote: 5-0

2. **Action**: Approval/Consideration for adoption at first reading, Board Policy Updates October 2019.
   
   Moved: Kathy Horn  Second: Lance Smith  Vote: 5-0

3. **Action**: Discussion of Durham High School Alpine Ski Team.
   
   Moved: Kathy Horn  Second: Matthew Thorpe  Vote: 5-0

4. **Action**: Approval of an all-day Kindergarten Program at Durham Elementary School. Alex DuBose voted against this item.
   
   Moved: Kathy Horn  Second: Ed McLaughlin  Vote: 4-1

5. **Action**: Approval of employment agreement with Interim Superintendent. The term of the contract is from February 1, 2020 to June 30, 2020.
   
   Moved: Ed McLaughlin  Second: Kathy Horn  Vote: 5-0

6. **Action**: Item #6 Midway House asbestos abatement has been tabled for further information. No action was taken.

7. **Action**: Discussion was held to determine the need to hire a project manager for the Measure X Bond project. Item #7 was tabled for further information. No action was taken.

M. ITEMS FROM THE BOARD OF TRUSTEES:

- Alex DuBose verified with Assistant Superintendent of Business and Operations, RJ Anderson, as to the Bond Facilities Assessment process. It was established: February Board meeting will finalize the assessment plan; March Board meeting we will hopefully be ready to move forward with projects. President DuBose also praised Superintendent Webb with a job well done. The Superintendent was greatly appreciated and will be missed.
- Trustee Horn thanked Superintendent Webb and stated he was appreciated.
- Trustee Thorpe reiterated the need for a Bond project manager that could handle the day to day on site projects. The District staff has enough to handle. We need a project manager.

N. NEXT BOARD MEETING DATE: Special Budget Workshop February 4, 2020 at noon.

O. ADJOURNMENT:

President Alex DuBose adjourned the meeting of the DUSD Board of Trustees at 8:30 p.m.

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*Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting.
If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227.
Durham Unified School District
SPECIAL Meeting of the Board of Trustees
Tuesday, February 4, 2020 at Noon
District Board Room
9420 Putney Drive, Durham, CA 95938

Minutes
The Special meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room, Tuesday, February 4, 2020 and began at 12:00 noon.

Trustees Present: Alex DuBose, Kathy Horn, Lance Smith and Matthew Thorpe
Trustees Absent: Ed McLaughlin
Staff Members Present: Interim Superintendent Joanne Parsley, Assistant Superintendent to Business and Operations RJ Anderson, District Secretary Tina Blenn, Principals: Lisa Atlas, Lora Fox and Robbin Pedrett; Director of Special Education Marilyn Bertolucci
Staff Members Absent: None

BUDGET WORKSHOP (Power Point Presentation available for review or copy at the District Office).

RJ Anderson welcomed the Board of Trustees as well as DUTA, CSEA members and the community present to the Durham Unified School District Budget Workshop. A Power Point presentation was given. This Workshop discussed:
- Budget Goals
- District Spending Priorities
- Explanation of Budget Vocabulary
- Budget Timelines
- Budget Certifications
- Local Control Funding Formula
- Federal Revenues
- State Revenue
- Other Local Funding
- Projecting Revenues
- 2019-2020 Revenue Projections
- LCFF Revenue Components
- Types of Expenditures
- Expenditure Projections
- 2019-2020 Expenditure Projections
- Why the numbers keep changing
- Special Education Costs compared to Special Education Revenues
- COLA vs STRS/PERS & Step and Column
- Governor’s Budget Updates
- What does this mean for Durham Unified School District?
- Cost of a Teacher
- Cost of Classified Employee
- Conclusion

NEXT BOARD MEETING DATE: February 19, 2020

ADJOURNMENT:
President DuBose adjourned the meeting of the DUSD Board of Trustees at 2:15 p.m.

*Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227.
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**Board Report**

**Repay 123**

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*Note: The table represents a portion of the financial transactions for the Board of Education.*
### Board Report

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**Board Report**

- **Notice**
  - Item 1: 3.6627
  - Item 2: 3.6628
  - Item 3: 3.6629
  - Item 4: 3.6630
  - Item 5: 3.6631

**Board of Education**

- **Meeting**
  - Item 1: 3.6632
  - Item 2: 3.6633
  - Item 3: 3.6634

**Checks**

- **Received**
  - Item 1: 3.6635
  - Item 2: 3.6636
  - Item 3: 3.6637
  - Item 4: 3.6638
  - Item 5: 3.6639

**Other**

- **Information**
  - Item 1: 3.6640
  - Item 2: 3.6641
  - Item 3: 3.6642
  - Item 4: 3.6643
  - Item 5: 3.6644
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Board Report

Repayable

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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.
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Checks paid 01/01/2010 through 01/31/2020.
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**Fund Recap**

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<td>73</td>
<td>Tahoe Pure Water</td>
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**Check Details**

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**Summary**

- **Total Number of Checks:** 76
- **Total Amount:** 35,720
AGREEMENT BETWEEN DURHAM RECREATION AND PARK DISTRICT
DURHAM UNIFIED SCHOOL DISTRICT AND DURHAM LITTLE LEAGUE
ASSOCIATION

THIS AGREEMENT made and entered into this 21st day of January, 2020, in
the County of Butte, State of California, by and between the DURHAM RECREATION
AND PARK DISTRICT hereinafter referred to as DRPD and DURHAM UNIFIED
SCHOOL DISTRICT hereinafter referred to as DUSD the DURHAM LITTLE
LEAGUE ASSOCIATION hereinafter referred to as DLL:

WITNESSETH:

For and in consideration of the mutual covenants, considerations, and on the terms
and conditions herein set forth, the parties hereto do hereby mutually agree as follows:

WHEREAS, The DRPD, DUSD and DLL wish to enter into an agreement that
would help to promote the sport of baseball in the Durham area and

WHEREAS, the DRPD, DUSD and DLL are mutually interested in and
concerned with the provision of adequate facilities for the pursuit of the sport of baseball
and softball and

WHEREAS, the DRPD & DUSD operates and maintains The Midway Park
fields capable of being used by DLL for practices and games.

IT IS HEREBY MUTUALLY AGREED BETWEEN the DRPD, DUSD and
the DLL that:

The DRPD & DUSD will make available to the DLL for practices and designated
games the above mentioned fields and any buildings as may be mutually agreed upon.
Fields are available Monday through Saturday only for games; fields are available for
practices when not in use by DRPD or DUSD, any deviation from this must be by
agreement between the District Manager, School Superintendent, and Little League
President.

The DLL’S use of the fields shall be in accordance with this agreement and with
all applicable federal, state, or local laws and health and safety regulations. These
facilities are to be maintained in good order by the DLL and approved by the DRPD &
DUSD in accordance with administrative procedures established by the District Manager
and School Superintendent. DLL will supervise use of the facility and protect against
and be financially responsible for damage to the facility from its use.

The DLL will present to DUSD & DRPD a schedule for the use of fields.
DUSD & DRPD will review schedule and agree or request necessary changes. Any
changes in schedule by DUSD & DRPD will be mutually agreed upon by all parties.
Failure to agree on schedule by either party will void this agreement. DLL agrees and
acknowledges that the DRPD & DUSD can cancel this agreement without notice during
any emergency declared by local, state, and/or federal governments when facilities are
required for emergency purposes.
The DRPD & DUSD shall not at any time or to any extent whatsoever be liable, responsible, or in any way accountable for any injury to or death of persons or loss, destruction, or damage to property, occurring in, on or about the facilities resulting from any use of or activities within such facilities when being used by DLL under the terms of this agreement, and DLL shall forever indemnify DRPD and DUSD, its agents, officers, directors, employees and volunteers against any and all claims, liabilities, loss, destruction, or damage.

IT IS FURTHER AGREED that DLL will at all times during the term of this agreement at their own expense, maintain in force a policy or policies of insurance, written by one or more responsible carriers doing business in the State of California, which will insure DRPD and DUSD against all liability for injury or death of persons occurring in or about the facilities. The minimum coverage limit of the insurance policy shall be no less than $1,000,000.00 per occurrence. DLL shall include DRPD and DUSD as additionally insured in all its policies.

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall supersede any and all prior agreements, verbal or written, and that this agreement shall take effect January 21st, 2020. Either party to this agreement may, at any time terminate this agreement upon giving, in writing, to either party, thirty (30) days notice of its intention to terminate the agreement.

IT IS FURTHER AGREED that the term of this agreement will expire on August 1st, 2020. The agreement may be renewed at that time by mutual consent of both boards. DLL shall not assign this lease or sublet the leased premises. Any attempt by it to do so shall be grounds for termination of this agreement.

IN WITNESS THEREOF the parties hereto have caused the AGREEMENT to be executed on their behalf.

DURHAM RECREATION AND PARK DISTRICT

By: ___________________________________ District Manager

Date: ____________________________________

DURHAM UNIFIED SCHOOL DISTRICT

By: ___________________________________ Superintendent

Date: ____________________________________

DURHAM LITTLE LEAGUE ASSOCIATION

By: ___________________________________ Board President

Date: ____________________________________
This Agreement ("Agreement") is entered into by and between the Butte-Glenn Community College District ("District"), a political subdivision of the State of California, and Durham Unified School District, a public entity ("Agency").

The Butte-Glenn Community College District is a public postsecondary educational institution. References to College ("College") include all of the campuses within the Butte-Glenn Community College District ("District"), its officers, officials, employees, volunteers, students, agents, and assigns.

BACKGROUND

A. The College has an Education, Child and Family Studies Program ("Program") for qualified students enrolled in the College and wishes to provide its student with opportunities for learning through field experiences.

B. The College seeks to partner with school districts and schools to develop educational field experiences for the students enrolled in the Program ("Students").

C. The Agency is willing and capable of providing an educational field experience that meets the educational needs of Students enrolled in the Program of the College ("Field Experience").

D. The District and the Agency mutually desire to contribute to the education and professional growth of Students by furnishing the Field Experience at the Agency for Students of the College enrolled in the Program.

AGREEMENT

The District and Agency agree as follows:

1. DURATION. This Agreement shall commence on 02/03/2020 (Spring 2020 Semester) and may be terminated by either party upon thirty (30) days’ prior written notice to the other party.

2. COLLEGE RESPONSIBILITIES.

   2.1. College shall make arrangements with the Agency for a Field Experience at the Agency that will support the Students’ occupational goals and meet any applicable Program requirements.

   2.2. College shall make periodic visits to the Agency’s training site to observe Students’ Field Experiences or receive periodic reports from the Agency and/or the Students, and discuss the Students’ performance and progress with the Students and any site supervisor at the Agency, as needed.

   2.3. College shall discuss with the Agency any problems or concerns arising from the Students’ Field Experiences.

   2.4. College shall notify the Agency in the event the Students are no longer enrolled in the Program at the College.

   2.5. College shall request directly from Students and maintain any information required by the Agency for the Field Experience, including but not limited to criminal background checks, drug testing, immunizations or other health information.

3. AGENCY RESPONSIBILITIES.

   3.1. Agency shall cooperate with the College in providing mutually agreeable learning experiences at the Agency that supports the Students’ educational and occupational goals.
3.2. Agency shall determine the schools and teachers to provide the Field Experience, and shall notify College at the beginning of each academic semester of the approved schools and teachers for placement of Students in a Field Experience at the Agency.

3.3. Agency shall provide the Students with safe working conditions within which to conduct the Field Experience. The Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous.

3.4. Agency shall provide sufficient instruction to the Students so that the Field Experience provided meets both the Students' need to learn and the Agency's needs.

3.5. At the College's request, the Agency shall provide the College with a written evaluation of the Field Experience that each Student provides.

3.6. Agency shall consult with the College about any difficulties arising at the Agency's training site that may affect any Student's participation.

3.7. Agency shall sign the weekly work report to verify the Student's attendance.

3.8. Agency shall notify College of any Student information required by the Agency for the Field Experience, including but not limited to criminal background checks, drug testing, immunizations or other health information.

4. AGENCY RIGHT TO SCREEN OR REJECT. The Agency shall retain the right at all times to screen Students before they begin Field Experience and to reject the Field Experience of any Student.

5. VEHICLES. Agency shall not permit Students to operate Agency vehicles or to transport items or persons on behalf of the Agency without specific authorization of District and only if the Agency trains the Students before permitting them to operate vehicles or otherwise transport items or persons on Agency's behalf.

6. INSURANCE. Each party shall maintain insurance or a self-insurance program to cover liability arising from the acts and omissions of its employees and agents.

7. INDEMNIFICATION. Each party (as "indemnitor") shall indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which resulting vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

8. NONDISCRIMINATION. Neither party shall unlawfully discriminate, either in the provision of services or employment, against any person on the basis of race, color, gender, gender identity, gender expression, religion, age, national origin, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, veteran's status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. Each party shall comply with all applicable laws relating to non-discrimination and equal employment opportunity.

9. DATA PRIVACY. The State of California has laws that classify the District's written and electronic information as public, private or confidential. Except as otherwise provided in law or District policy, data on students is private and may not be shared with any other party. If the Agency receives a request from a third party for any data provided to the Agency by the District, the Agency agrees to immediately notify the District. The District will give the Agency instructions concerning the release of the data to the requesting party before the data is released and the Agency agrees to follow those instructions.
10. **FERPA.** The parties acknowledge that the Family Educational Rights and Privacy Act of 1974 (FERPA) apply to the use and disclosure of education records that are created or maintained under this Agreement.

11. **AUTHORIZED SIGNATURE.** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

12. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supersedes all other Agreements between the parties concerning such matters. No provision of this Agreement may be waived or modified except by writing signed by the party against whom such waiver or modification is sought.

**AGENCY**

Signature: ___________________________  Phone No.: ___________________________
Name: ___________________________  Address: ___________________________
Title: ___________________________  
Date: ___________________________  *Placement Coordinator: ___________________________

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

Signature: ___________________________  Date: ___________________________
Name: ___________________________
Title: ___________________________

*Please provide the name and phone number of the site coordinator for your Agency. Otherwise, the person signing on behalf of your Agency will be listed as the contact person. If you have multiple sites/coordinators, please attach a list.
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 2-11-20 School: DES

Trip Date: 2/26/20 Departure Time: 8:40 AM Return Time: 11:00 AM

Destination: Masonic Family Ctr. in Chico - Chico USD Science Fair

Address 110 W. East Ave Chico CA 95926

Participating Class(es)/Program: Mr. Coffee's 5th grade

Contact Person: D. Coffee Phone Number: 530.866.5890

Number of Students: 26 Number of Staff/Chaperones: 2

Funding Source: ASB: ___ PTS: ___ Budget Transfer: ___ Other: -none (free)-

Learning Standard Addressed: NGSS - scientific process

Specific Learning Objective(s) to be accomplished pre/post trip: support our use of the scientific process here in class and inspire students to participate in future science fairs.

TYPE OF TRANSPORTATION REQUESTED

School Bus: ___ Charter: ___ District Van: ___ Parent Driver: √

Have DMV records been checked for parent driver? Yes: √ No: ___

APPROVALS:

Principal: [Signature] Superintendent: [Signature]

Date: 2/11/2020 Date: 2/13/2020

Revised Form: Sept./2019
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 2-11-20  School: DES

Trip Date: 3-11-20  Departure Time: 9:30A  Return Time: 12:00P

Destination: Neal Road Landfill

Address: 1023 Neal Rd, Paradise CA 95969

Participating Class(es)/Program: Mr. Coffee

Contact Person: D. Coffee  Phone Number: 530-566-5890

Number of Students: 28  Number of Staff/Chaperones: 2

Funding Source: ASB:  PTS:  Budget Transfer:  Other: (free)

Learning Standard Addressed: Resource Conservation / Recycling

Specific Learning Objective(s) to be accomplished pre/post trip: Pre trip presentation in the classroom addresses the 4 R's of conservation (recycle/reduce/reuse/rot). Students will evaluate their own type of transportation requested.

School Bus:  Charter:  District Van:  Parent Driver: (possibly by bus waiting for granted info)

Have DMV records been checked for parent driver?  Yes:  No:

APPROVALS:

Principal:  Superintendent:

Date: 2/11/2020  Date: 2/13/2020

Revised Form: Sept./2019
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 1-30-20

School Site: DIS Program: Band Seat Count: 30

Requesting Party: Plummer Phone: 530 591-2103 Cell:

Purpose of Trip: CMEA Festival / Band Competition

Date of Trip: 3-13-20 Day of Week: Friday

Contact Name: Plummer Cell: 591-2103

TYPE OF TRANSPORTATION REQUESTED

X School Bus Charter District Van Parent Driver

Have DMV records been checked for parent driver yes no

Destination: CSU, Chico

Address: 400 W 1st Street City: Chico State: CA

Scheduled Departure Time: 8:30 am Scheduled Return Time: 2:30 pm

Payment Method: x ASB Funds PTS $ Budget Transfer

APPROVALS:

Principal: [Signature] Date: 1-30-20

Superintendent: [Signature] Date: 11/31/20

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 2/11/20  School: DES

Trip Date: 3/18  Departure Time: 8:35  Return Time: 1:30

Destination: OROVILLE (CHINESE TEMPLE & PIONEER MUSEUM)

Address: 1500 BRODERICK ST. / 2332 MONTGOMERY ST.

Participating Class(es)/Program: ALL 3RD GRADE

Contact Person: GABE MULLINS  Phone Number: 321-4173

Number of Students: 70  Number of Staff/Chaperones: 7

Funding Source: ASB:  PTS:  Budget Transfer:  Other:

Learning Standard Addressed: EARLY SETTLE & THEIR CONTRIBUTIONS TO BUTTE COUNTY (ECONOMY & CULTURAL, ST. 7)

Specific Learning Objective(s) to be accomplished pre/post trip:

STANDARDS 3.1.1  3.3.1  3.4.3  3.5.3
3.3.2 (HISTORY/SOCIAL STUDIES)

TYPE OF TRANSPORTATION REQUESTED

School Bus:  Charter:  District Van:  Parent Driver:

Have DMV records been checked for parent driver?  Yes:  No:

APPROVALS:

Principal:  Superintendent:

Date: 2/10/2020  Date: 2/11/2020

Revised Form: Sept./2019
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 2/6/2020
School Site: DHS Program: CSF Seat Count: 47
Requesting Party: Mark Pisenti Phone: 895-4680 x241 Cell: 521-5108
Purpose of Trip: CSF Ashland Trip
Date of Trip: 3/19/20 - 3/20/20 Day of Week: Thursday & Friday
Contact Name: Mark Pisenti Cell: (530) 521-5108

TYPE OF TRANSPORTATION REQUESTED

___ School Bus ___ Charter ___ District Van ___ Parent Driver

Have DMV records been checked for parent driver yes no N/A

Destination: Ashland Oregon

Address: 
City: 
State: 
Scheduled Departure Time: 3/19/20 6:30 AM Scheduled Return Time: 3/20/20 9:30 PM

Payment Method: ___ ASB Funds ___ PTS ___ Budget Transfer

Donations from parents of participating students

* See Attached Letter

DOCS

APPROVALS:
Principal: Being Superintendent: Jane Lindy
Date: 2/6/2020 Date: 2/10/2020

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: February 11, 2020 School: Durham Elementary
Trip Date: 03/26/2020 Departure Time: 8:40 AM Return Time: 4:00 PM
Destination: Turtle Bay Exploration Park
Address: 844 Sundial Bridge Drive, Redding, CA
Participating Class(es)/Program: All 2nd Grade Classes
Contact Person: Samantha Brown Phone Number: (530) 566-2008 or (530) 566-2008
Number of Students: 84* Number of Staff/Chaperones: 8

Funding Source: ASB: ____ PTS: ____ Budget Transfer: ____ Other: 2nd Grade Account

Learning Standard Addressed: Science, Social Studies, Art, Language Arts, P.E. (lots of walking)
Specific Learning Objective(s) to be accomplished pre/post trip: Students will

- Learn about animal habitats and adaptations
- Students will learn about plants in the botanical garden. Students will also visit the "Treasure Exhibit and TYPE OF TRANSPORTATION REQUESTED
- Learn about treasure hunting long ago vs. treasure hunting now.


Have DMV records been checked for parent driver? Yes: ____ No: _____

APPROVALS:

Principal: ____ Superintendent: ____
Date: 2/11/2020 Date: 2/13/2020

Revised Form: Sept. 2019
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 1-30-20
School Site: DHS Program: Jazz Band Seat Count: 16
Requesting Party: Plummer Phone: 591-2103 Cell:
Purpose of Trip: Jazz Festival & Competition
Date of Trip: April 24th - 25th Day of Week: Friday & Saturday
Contact Name: Plummer Cell: 591-2103

TYPE OF TRANSPORTATION REQUESTED

School Bus Charter District Van Parent Driver

Have DMV records been checked for parent driver yes [ ] no [ ]

Destination: University of Nevada, Reno
Address: 1664 N. Virginia St. City: Reno State: NV
Scheduled Departure Time: 8:00 am Scheduled Return Time: 3:00 pm
Payment Method: ASB Funds PTS [ ] Budget Transfer

APPROVALS:
Principal: [Signature] Date: 3-30-20
Superintendent: [Signature] Date: 1-30-2020

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 1-30-20
School Site: DFS Program: Band Seat Count: 30
Requesting Party: Plummer Phone: 530 591-2103 Cell:
Purpose of Trip: Music in the Parks Competition
Date of Trip: May 16th Day of Week: Saturday
Contact Name: Plummer Cell: 591-2103

TYPE OF TRANSPORTATION REQUESTED

☐ School Bus ☐ Charter ☐ District Van ☐ Parent Driver
Have DMV records been checked for parent driver yes ___ no ___
Destination: 1001 Fairgrounds Drive/Six Flags
Address: 1001 Fairgrounds Drive City: Vallejo State: CA
Scheduled Departure Time: 8:00 am Scheduled Return Time: 9:00 pm
Payment Method: ☒ ASB Funds ☐ PTS ☒ Budget Transfer

APPROVALS:
Principal: [Signature] Date: 1-30-20
Superintendent: [Signature] Date: 1/31/20

Revised form: 2/25/11
February 12, 2020

DUSD Board of Trustees
Joanne Parsley, Superintendent

This letter serves as the Durham Unified Teacher’s Association Sunshine Proposal for 2020-21.

It is understood that per Article 4: Negotiation Procedures #4.1, our negotiation process will begin with a discussion of common goals of the District and DUTA according to the IBB method, as we focus on providing the best possible education for students in our community.

The Association wishes to open discussion and revision of the following articles:

1. **Article 17: Salaries**
   a. Provide salary increases related to the percent increase to the District “per ADA change over the prior year” (as per the FCMAT calculator,) COLA, Gap funding, and any other new monies.

2. **Appendix B: Extra Curricular Activities**
   a. DHS Athletic Director

The Association looks forward to working with the District regarding the above articles, in addition to the items included in the District’s contract openers. We realize that additional items may be discussed throughout the negotiation process as needed per Article 4: Negotiation Procedures.

Respectfully,

Karla Rigsbee
Lead Negotiator, DUTA
February 13, 2020
Jona O’Shea, DUTA President
Karla Rigsbee, DUTA Lead Negotiator
DUTA Negotiating Team

Dear Jona and Karla

This letter serves as the Durham Unified School District’s Sunshine of Interests Proposal for the 2020/21 school year. The District wishes to open discussion and revision of the following Articles:

1. Article 8: Teaching Hours
   a. Explore the alignment of teaching periods and teaching days across the three sites.
   b. Review contract language.

2. Article 11: Class Size
   a. Explore alignment of appropriate class sizes throughout all sites.

3. Article 9: NON-TEACHING AND EXTRACURRICULAR DUTIES
   a. Explore opportunities to align District missions with extracurricular activities.

4. Article 17: Salaries
   a. Work to ensure, within budget parameters, that available general fund monies are utilized to compensate employees.
   b. Review and potentially revise compensation related to stipends.

We look forward to another productive and positive round of interest based negotiations, with the overarching goal of improving the collective bargaining agreement to the benefit of all concerned, thereby improving the services we provide for the students in Durham Unified School District Schools.

Joanne Parsley
Superintendent
### 2020/21 DUSD STUDENT Calendar

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2020-2021 DUSD Student Calendar

- STUDENT Start/End Date
- CERTIFICATED Start/End Date
- CLASSIFIED Start Date
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2021-2022 DUSD Student Calendar

- **STUDENT Start/End Date**: [ ]
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# 2021/22 DUSD STUDENT Calendar

## OPTION 2

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2021-2022 DUSD Student Calendar

**STUDENT Start/End Date**

**CERTIFICATED Start/End Date**

**CLASSIFIED Start Date**
This E-Rate Customer Purchase Agreement (this “Agreement”) is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and DURHAM UNIFIED SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at PO Box 300, Durham, CA 95938-0300 (“Customer”) and is effective on April 1, 2020 (“Effective Date”).

Definitions:
As used in the Agreement, the following terms shall have the meanings set forth below:

“E-Rate” – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

“Products” – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.

“Customer” – an E-Rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

“Funding Commitment Decision Letter” or “FCDL” – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

“Funding Year” – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

“SLP” - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission (“FCC”).

“Universal Service Administrative Co.” or “USAC” – The not for profit organization designated by the U.S. Federal Communications Commission (“FCC”) to administer and ensure compliance with the Universal Service Fund.

1. TERMS AND CONDITIONS
All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller’s website at http://www.cdwg.com/content/terms-conditions/product-sales.asp (the “Product Sales Terms and Conditions”), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS
A. E-Rate Status
Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases
Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE
A. Ordering
Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

Form – E-Rate FY23 2020-2021
B. Required Information
All orders shall include: 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order
Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer’s purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP’S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS
Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller’s opinion, Customer’s financial condition, previous payment record, or the nature of Customer’s relationship with Seller so warrants. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price
The Price shall be as set forth on the Customer’s quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms
Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. **Form 474 Service Provider Invoice (SPI) Method Durham Unified Chooses SPI Invoicing**
   Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
   Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC  
Attn: Accounts Receivable  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT
Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller’s advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT
The term of this Agreement shall commence on April 1, 2020 (“Effective Date”) and be valid through Funding Year 23. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program (“Termination Notice”). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any
Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller’s receipt of the Termination Notice. Customer shall also be responsible for any of Seller’s out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller’s and Customer’s mutual written consent.

7. NOTICES
All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

DURHAM UNIFIED SCHOOL DISTRICT
PO BOX 300
DURHAM, CA 95938-0300

8. GENERAL
If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW
This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION
All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for Funding Year 23 (2020) which is effective as of July 1, 2020 and terminates on June 30, 2021.

CDW Government LLC

(Authorized Signature)

Printed Name

Title:

Date:

Customer

(Authorized Signature)

Robert Anderson

Title: Business Manager

Date:
EXHIBIT I
Quote
DEAR JILL HERNANDEZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order. DURHAM UNIFIED DISCOUNT IS 70%

<table>
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<tr>
<th>QUOTE #</th>
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**QUOTE DETAILS**

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<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<td>5407265</td>
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<td>100% E-Rate eligible</td>
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**PURCHASER BILLING INFO**

Billing Address:
DURHAM UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE
PO BOX 300
DURHAM, CA 95938-0300
Phone: (530) 895-4675
Payment Terms: ERATE QUOTES ONLY

| SUBTOTAL   | $23,125.00 |
| SHIPPING   | $0.00      |
| SALES TAX  | $1,295.94  |
| GRAND TOTAL| $24,420.94 |

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**DELIVER TO**

Shipping Address:
DURHAM UNIFIED SCHOOL DISTRICT
DURHAM ELEM
9420 PUTNEY DR
DURHAM, CA 95938-9426
Shipping Method: DROP SHIP-GROUND

Need Assistance? CDW•G SALES CONTACT INFORMATION:

Ian Rodnick | (877) 655-1832 | ianrodn@cdw.com

Page 1 of 2
DEAR JILL HERNANDEZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click [here](#) to convert your quote to an order.

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### QUOTE DETAILS

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<td>$5,550.00</td>
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<td>$1,050.00</td>
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<th>Billing Address: DURHAM UNIFIED SCHOOL DISTRICT ACCOUNTS PAYABLE PO BOX 300 DURHAM, CA 95938-0300 Phone: (530) 895-4675 Payment Terms: ERADE QUOTES ONLY</th>
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<tr>
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<td>SHIPPING                                                                 $0.00</td>
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<td>SALES TAX                                                                $518.38</td>
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<td>GRAND TOTAL                                                              $9,768.38</td>
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Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

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Need Assistance? CDW•G SALES CONTACT INFORMATION

Ian Rodnick | (877) 655-1832 | ianrodn@cdw.com

Page 1 of 2
ERATE Order Process

1. Ordering
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   CDW Government LLC
   Attn: E-Rate Sales K-12
   230 N. Milwaukee Ave. Vernon Hills, IL 60061
   Phone: 800.328.4239
   Fax: Please fax Purchase Orders to your Account Manager, see ‘Account Team’ section.

2. Required Information
   All orders must include:
   a. Contact name, Phone number
   b. Purchase order number
   c. Part number, Product description
   d. Pre-discount and discounted product price
   e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
   f. Ship to location, Bill to location
   g. FRN (Funding Request Number) for each part number
   h. Billing method (BEAR – Form 472 or SPI – Form 474)

   SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE
   FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. Assistance With Order
   Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on
   the Customer’s purchase order which are not consistent with or in addition to the terms and conditions in this
   Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or
   binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN
   ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO
   MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER
   PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms
   a. Price
      Price shall be as stated in the quotation attached hereto as Exhibit I by Seller’s Account Manager. Prices
      are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any
      taxes will be listed separately on the invoice.
   b. Payment Terms (Customer must choose one)
      i. Form 474 Service Provider Invoice (SPI) Method
         > Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and
         Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty
         (30) days from date of invoice.
      ii. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method
          > Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product
          and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30)
          days from the date of invoice.

5. Payment Method
   All payments for both methods shall be submitted to the address presented below:
   CDW-G - Attn: Accounts Receivable
   230 North Milwaukee Avenue
   Vernon Hills, IL 60061
   i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment
      terms at any time when, in Seller’s opinion, Customer’s financial condition, previous payment record, or
      the nature of Customer’s relationship with Seller so warrants.
   ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when
       due under this Agreement or any other agreement with Seller until payment is received or (ii) if
       Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF
100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS
SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF
THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER’S REQUEST FOR
DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.