



DURHAM UNIFIED SCHOOL DISTRICT



9420 Putney Drive, Durham, CA 95938

Regular Session Governing Board Meeting Agenda Wednesday, January 15, 2020

6:00 PM Closed Session 7:00 PM Open Session

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: 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. Public employee appointment/employment, Interim Superintendent. (Government Code section 54957)

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 Superintendent, Lloyd Webb, 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 lwebb@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. Special Education – Director Marilyn Bertolucci
2. Assistant Superintendent to Business and Operations, RJ Anderson
3. Superintendent Report, Lloyd Webb
 - a. LCAP Update
4. Board of Trustees

J. CONSENT AGENDA

Page:

1. Minutes of Regular Meeting December 18, 2019 1-5
2. Accounts Payable for the Month of December 2019 6-12
3. DUSD 2020 Spring Sports schedules. 13-15
4. Employment

Certificated Retirement:

Employee	Position	Date
Virginia Vernau	Teacher (service from 9-23-1985)	2-28-2020

Certificated Resignation:

Employee	Position	Date
Amy Hilquist	Athletic Director	2-24-2020

Classified Retirement:

Employee	Position	Date
Robert Nowak	Grounds person II (service from 11-27-1989)	6-30-2020

Coaches:

Name	Sport	Position
Morgan Always	Girls Soccer, Softball	Volunteer
Jake Konyn	Track	Volunteer
Tyler Jones	Baseball	Volunteer
Carson Neely	Baseball	Volunteer
Stacey Button	DHS Cheer (2020-21)	Paid

Field Trips:

Site	Event	Date
DES 4 th Grade	Bidwell Mansion Gold Program	02-25-2020
DES 4 th Grade	Sutter's Fort/Rail Road Museum	03-04-2020

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Consent Agenda Approval:

Moved _____ Second _____ Vote: Aye ___ Nay ___

K. INFORMATION ITEM

1. Quarterly Report on Williams Uniform Complaints; Education Code 35186(d) 18

L. ACTION ITEMS:

1. **Action:** Approval of the 2018-2019 Financial Audit Report. (Available for public review at the District office.)
2. **Action:** Approval/Consideration for adoption at first reading, Board Policy Updates October 2019. (Available for public review at the District office.) 19
3. **Action:** Approval/Consideration of Durham High School Alpine Ski Team. 20-30
4. **Action:** Approval/Consideration of an all-day Kindergarten Program at Durham Elementary School. 31
5. **Action:** Approval/Ratification of employment agreement with Interim Superintendent. The term of the contract is from February 1, 2020 to June 30, 2020. 32-37
6. **Action:** Approval/Consideration of Midway House asbestos abatement. 38-40
7. **Action:** Discussion/Consideration to hire a Bond Project manager.

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: February 4, 2020 at Noon. Budget Training Workshop

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 Blenn, District Secretary, 48 hours in advance at 895-4675 x227.

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Durham Unified School District
Regular and Annual Organizational Meeting of the Board of Trustees
Wednesday, December 18, 2019

6:00 p.m. ORGANIZATIONAL MEETING

**CLOSED SESSION IMMEDIATELY FOLLOWING
(RETURN TO OPEN SESSION AT 7:00 P.M.)**

District Boardroom
9420 Putney Drive, Durham, Ca 95938

Minutes

The Annual Organizational / Regular meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room, Wednesday, December 18, 2019 and began at 6:00 pm.

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

A. CALL TO ORDER

President Lance Smith called the DUSD Board of Trustees meeting to order at 6:01 pm.

B. PLEDGE OF ALLEGIANCE

Trustee Alex DuBose led the Pledge of Allegiance.

C. ANNUAL ORGANIZATION OF GOVERNING BOARD

1. Election of Board Officers:

The election of Board President by a motion from Trustee Matthew Thorpe and second by Trustee Kathy Horn to nominate Alex DuBose as Board President. Vote: 5-0

The election of Board Clerk by a motion from Trustee Matthew Thorpe and second by Trustee Lance Smith to nominate Ed McLaughlin for Board Clerk. Vote: 5-0

Board Clerk, Ed McLaughlin made the motion to appoint Superintendent / Interim Superintendent/ as Secretary to the Board. Trustee Lance Smith second the motion. Vote: 5-0

Establishment of 2020 Regular Board Meeting dates, times, and location: The Board approved the 3rd Wednesday of the Month beginning at 6pm held at the Durham Unified Board Room.

Motion: Trustee Thorpe Second: Clerk McLaughlin Vote: 5-0

D. MOVE TO CLOSED SESSION: 6:10 pm

E. 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. Public Employee Appointment/Employment: Superintendent
(Government Code 54957)
6. Student Expulsion: (1-Student #2019-1) Pursuant to Education Code section 35146. The Education Code requires closed session in these cases to prevent disclosure of confidential student record information

F. RETURN TO OPEN SESSION

President DuBose reconvened Open Session at 7:28 pm.

G. REPORT OF ACTION TAKEN IN CLOSED SESSION

A suspension regarding Student #2019 – 1 was approved.

The DUSD Board has chosen an Interim Superintendent contingent on contractual agreement.

H. ITEMS FROM THE PUBLIC:

- Harry Lindhal, Durham resident, asked to meet with Matt Thorpe and Kathy Horn regarding the departure of Superintendent Webb. He also asked if the position of DHS counselor had been filled. He added that there is information available regarding grants/scholarships through John Deere and Case for Mechanic Programs. They could be very beneficial for DUSD shop programs.
- Julie Larabee, student of DHS, requested the addition of a CIF recognized Ski Team. The implementation of the Ski Team would be an initial estimated cost of \$300 to CIF. This funding would be donated by the Larabee family.

I. DISTRICT REPORTS

- **DUTA President, Jona O'Shea**

Thank you Lance for your service as President. You were always kind and fair. Congratulations to Alex DuBose, our new President and Ed McLaughlin, returning Clerk. No report this month, Everyone Happy Holidays!

- **Principals Reports:**

- **DHS**

Stacey Button, Cheer coach, was introduced by DIS Principal, Lori Fox for absent DHS Principal Robbin Pedrett. Coach Button told the Board that she had 29 Sideline Cheer members and 9 Competitive members who competed in 2 competitions and placed 3rd in both. Coach Button stated she is looking for clarification regarding fund raising and that she would be meeting with Principal Pedrett to resolve that issue. She also stated concern over appropriate storage of \$30,000 in cheer supplies.

DHS Principal Report:

Staff and collaboration meetings continue to focus on narrowing the achievement gap and working with our special populations for more academic success. In sports – basketball, wrestling and soccer are in full swing. DHS is looking to see if there is interest and support for adding E-Sports and a ski team. CTE courses and Pathways – DHS has submitted a grant for the added pathway, Graphic Production Technologies in the Manufacturing Sector. The grant would help with the technology program, curriculum, opportunities and equipment. DHS/School Resource Officer will put on a program for students in January addressing vaping and the appropriate use of Instagram, Snapchat, and other social media websites. Work on DHS Master Schedule has begun. Next semester DHS will begin work on WASC 2020-2021. Special Shout Outs to the parents and boosters for our sport teams, co-curricular programs and clubs! The personal involvement of time and supplies is more than appreciated.

Enrollment: 315

- **DIS**

Successful Staff and Collaboration meetings as well as Personnel Learning continue.

Congratulations to the 6th Grade Girls Basketball Team and Coach Matt Solano who finished the season undefeated and won the year end tournament! Thank you Matt Plummer; our Band students did a great job with the winter concert. A big thank you to all the volunteers that helped chaperone the Winter Wonderland Dance. Boys basketball starts after winter break. The 8th grade PEG projects are beginning!

Enrollment: 258

- **DES**

The 4th grade VAPA classes performed “How the West was Really Won”. PBIS team have been planning a first time Student Store where Tiger Bucks will be used for incentives. December 18th is our Holiday Boutique where students pick out gifts. Kudos to Lisa Farrage Johnson for her amazing job in theater and art. Our new school nurse, Dona and Health Tech, Carina are dedicated to catch us up and get all vision and hearing screenings done; thank you! The teachers’ collaboration meetings focused on Analyzing Reading Discovery data with a laser focus on EL students and students showing minimal progress; reviewed math unit tests and began looking at writing and creating or modifying rubrics to assess student skills in a few of the grade levels. The latest staff meeting involved reflection, celebrations, and next steps.

Enrollment: 479

- **Director of Special Education**

Caseloads as of 12/17/2019 DES: 20 accommodated, 13 high needs; DIS: 27, 1 pending ACCESS (Behavior Support Program); DHS: 8 modified, 24 accommodated. Students with accommodated caseloads need 1-2 periods daily for academic support. Students on the Modified caseload need a separate curriculum to access academic core content and are often receiving 4 or more periods of support. Students on a modified caseload often also require positive behavior skill instruction, social skills instruction and life skill instruction.

Language and Speech Caseload: 28 speech as only service students, 3 pending assessment. This service is provided to students counted on the Modified and Accommodated caseloads too.

Placements Outside DUSD: Students who need a higher level of support then can be offered by DUSD at this time. Butte Area Social Emotional Solutions (BASES): 1 student. Regional Programs in Butte County Preschool-Adult (age 22): 10 students. Good News: CDE Special Education Division reviewed and accepted DUSD 2018-2019 Performance Indicator Review Plan. Future: The needs of the students at DUSD who are eligible for special education services are becoming more diverse. Students are demonstrating greater academic, social emotional and behavioral needs. This is a trend not only for DUSD but for Butte County and California. DUSD Special Education Services will need to adapt to meet the needs of the students in order to continue to offer a Free Appropriate Public Education (FAPE).

- **Assistant Superintendent to Business and Operations**

The final phase of the Audit Report has been completed and will be presented at the next Board meeting. The electric buses will arrive at DUSD tomorrow, December 19, 2019. Our bus drivers will be trained to operate the electric buses on January 15, 2020. A new Food Service refrigerator has arrived for the DES kitchen. This was paid for with Bond funds. The First Interim Budget will be presented later this evening.

- **Superintendent**

There is a request by the Elementary Principal, Lisa Atlas, for full day kindergarten. Superintendent Webb wished all DUSD the best holiday season as well.

- **Board of Trustees**

Lance Smith thanked the Board, stating it was a pleasure to serve as President during the 2019 year. He also thanked District staff and Principals for a wonderful job during that time.

Kathy Horn asked to consider the Ski Team. Superintendent Webb was given authority by the Board to contact CIF and get direction for orchestrating a Ski Team at DHS which at this time would be partnering with Pleasant Valley High School for practice.

J. CONSENT AGENDA

The Consent Agenda was approved as presented.

Moved: Trustee Horn Second: Trustee Lance Vote: 5-0 Abstained: Absent

K. INFORMATION ITEMS:

1. Kristen Cargile: Every 15 Minutes Presentation.

L. DISCUSSION/ACTION ITEMS:

1. Discussion of the Facility Needs Assessment presented by Brett H. Merrick – Vice President of SchoolWorks Inc. This Assessment reflects the needs presented regarding Measure X Bond funding. A Special Board Meeting has been scheduled for Monday January 13th at 4 pm as a workshop to prioritize facility assessment.

2. Approval of Tentative Agreement between CSEA and Durham Chapter #478 and Durham Unified School District.

Moved: Trustee Smith Second: Trustee McLaughlin Vote: 4-1 Abstained: 1 Absent:
Abstaining Vote: Kathy Horn

3. Approval of the First Interim Budget.

Moved: Trustee Thorpe Second: Trustee Smith Vote: 5-0 Abstained: Absent:

4. Approval of the PG&E EV Fleet Electrification Program.

Moved: Trustee Smith Second: Trustee Horn Vote: 5-0 Abstained: Absent:

5. Approval to Schedule a Special Board meeting for Budget Process Training. A Special Board meeting was scheduled for Tuesday, February 4th from Noon to 4pm at the District Board Room.

Moved: Trustee Thorpe Second: Trustee Smith Vote: 5-0 Abstained: Absent:

6. Approval of Mandated Board Policy Updates on first reading.

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Moved: Trustee Smith Second: Trustee McLaughlin Vote: 5-0 Abstained: Absent:

7. Adoption of 2020 Durham Board of Trustees' meeting calendar.

Moved: Trustee Thorpe Second: Trustee Smith Vote: 5-0 Abstained: Absent:

L. ITEMS FROM THE BOARD OF TRUSTEES:

- Trustee Horn: I'd like to see a proposed budget for all DUSD fund raisers. I'd like to see the ASB budget as well.
- Clerk McLaughlin stated that the Athletic Director should get the fund raising schedule from sports teams to fairly distribute fund raising opportunities in the Snack Bar. Each team should have equal access. Can we get a pay scale for Athletic Director?
- Trustee Thorpe: We need to come up with a solution for funding an Athlete Director that would allow more time to take care of scheduling and other sports related issues. I would like to request that the next Board Agenda add a discussion/action item to hire a project manager for the Bond funds.
- President DuBose: We need to pay an Athletic Director; how to get the funding is the issue. Maybe consider talking with Sports Boosters and following the example of the Ag Advisory, who raised funds for an additional mentor. Merry Christmas everyone.

M. RETURN TO CLOSED SESSION

No return to closed session.

N. NEXT BOARD MEETING DATE: January 13, 2020 at 4 pm.

O. ADJOURNMENT

President DuBose adjourned the meeting of the DUSD Board of Trustees at 9:30 pm.

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 Blenn, District Secretary, 48 hours in advance at 895-4675 x227.

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Board Report

Checks Dated 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT-GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3005-163229	12/03/2019	Robert Anderson				
3005-163630	12/05/2019	Voris, Elaine R		01-0000-0-5200-0000-7200-70000-7000-000 Hotel for Casbo Conference		608.76
3005-163631	12/05/2019	Mendoza, Maria M		01-0000-0-5900-1110-2700-20000-2000-000 Reim for Postage		72.50
3005-163632	12/05/2019	Schweitzer, Gina C		01-0030-0-4300-1110-1000-10000-1000-000 Reim for Supplies		44.83
3005-163633	12/05/2019	ALAMEDA ELECTRICAL DIST INC		01-0700-0-5200-1110-4200-31301-3000-000 Reim for Swim Meet Travel		457.04
3005-163634	12/05/2019	CDW-G		01-8150-0-4300-0000-8110-41000-4000-000 Art Room		389.10
3005-163635	12/05/2019	THE DANIELSEN CO INC		01-9100-0-4300-1110-1000-11213-1000-000 Technology		3,003.00
3005-163636	12/05/2019	DUSD FOOD SERVICE DEBBIE SLIGHTOM		13-5310-0-4300-0000-3700-50000-5000-000 Cafeteria Supplies	489.68	
				13-5310-0-4700-0000-3700-50000-5000-000 Cafeteria Food	2,372.41	2,862.09
3005-163638	12/05/2019	GAGER DISTRIBUTING INC		01-9100-0-8699-0000-0000-60001-6000-000 Lunch provided by Durham Exchange Club		316.65
3005-163639	12/05/2019	GOLD STAR FOODS		13-5310-0-4300-0000-3700-50000-5000-000 Cafeteria Cleaning Supplies		81.46
3005-163640	12/05/2019	JC NELSON SUPPLY CO		13-5310-0-4700-0000-3700-50000-5000-000 Cafeteria Food		4,880.49
3005-163641	12/05/2019	MIDAMERICA BOOKS		01-0000-0-4300-0000-8200-43100-4000-000 Custodial Supplies	1,525.63	
				Custodial Supplies	111.97	1,637.60
3005-163642	12/05/2019	NORTHERN RECYLING & WASTE		01-0000-0-4300-1110-2420-10000-1000-000 Library Books		440.48
3005-163643	12/05/2019	OFFICE DEPOT		01-0000-0-5800-0000-8200-43300-4000-000 Yard Waste		27.00
3005-163644	12/05/2019	Price, Postel & Parma LLP		01-0000-0-4300-0000-7550-70050-7000-000 Print Shop Supplies	31.39	
				01-0000-0-4300-1110-2700-20000-2000-000 Paper for DIS Office	521.60	552.99
3005-163645	12/05/2019	PRO PACIFIC FRESH		01-0000-0-5870-0000-7100-60000-6000-000 Legal Fees		21,932.54
				13-5310-0-4700-0000-3700-50000-5000-000 Cafeteria Food		3,990.44

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.

010 - Durham Unified School District

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ESCAPE

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Board Report

Checks Dated 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT-GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3005-163646	12/05/2019	SCHOOLYARD COMMUNICATIONS		01-0000-0-4300-0000-7100-60000-6000-000 PIG		1,388.54
3005-163647	12/05/2019	STATE OF CA ENERGY RES & CONS & DEV COMM		01-0000-0-7439-0000-9100-00000-0000-000 Loan Payment		55,765.51
3005-163937	12/10/2019	Murphy-Atkins, Jean H		01-7811-0-4300-1110-1000-30000-3000-000 Reim for MITSS Photos		51.20
3005-163938	12/10/2019	Strick, Tracey K		01-6500-0-5900-5770-1130-80000-8000-000 Reim for SPED Postage		20.25
3005-163939	12/10/2019	Wiley, Cheri B		01-0900-0-4300-1110-1000-21008-2000-000 Reim for Volleyballs		65.35
3005-163940	12/10/2019	Contreras, Suzanne E		01-0900-0-4300-1110-1000-31012-3000-000 Reim for Class Supplies		99.85
3005-163941	12/10/2019	Hernandez, Jill S		01-0000-0-5200-0000-7200-70000-7000-000 Reim for Mileage to BCOE	25.05	
3005-163942	12/10/2019	Montgomery, Erika C		01-0000-0-5900-0000-7200-70000-7000-000 Reim for Postage	40.62	65.67
3005-163943	12/10/2019	Ellis, Carina J		01-0000-0-4300-1110-2420-20000-2000-000 Reim for DIS Library Purchases		382.79
3005-163944	12/10/2019	Mathiesen, Becki L		01-0030-0-4300-0000-3140-60200-6000-000 Reim for Organizer		9.64
3005-163945	12/10/2019	Anderson, Robert J		01-0000-0-4300-1110-2700-30000-3000-000 Reim for Office Supplies	18.90	
				01-0000-0-5900-1110-2700-30000-3000-000 Reim for Postage	28.60	47.50
3005-163946	12/10/2019	AUS WEST LOCKBOX		01-0000-0-5200-0000-7200-70000-7000-000 Reim for Meals/Hotel CBO Conference	618.00	
				Reim for Mileage to CBO Conference	589.28	1,207.28
3005-163947	12/10/2019	BECKY WATNER		01-0000-0-5800-0000-3600-40100-4000-000 Bus Barn	138.10	
				01-0000-0-5800-0000-8200-43100-4000-000 DES	35.53	
				DHS	59.38	
				01-7010-0-5800-3800-1000-30000-3000-000 Machine Shop	14.04	247.05
3005-163948	12/10/2019	CHICO SCREENPRINT		01-9100-0-4300-1110-1000-11213-1000-000 Reim for Gala Envelopes	81.47	
				01-9100-0-5900-1110-1000-11213-1000-000 Reim for Gala Postage	220.00	301.47
				01-0900-0-4300-1110-1000-11008-1000-000 K shirts	167.80	
				01-0900-0-4300-1110-1000-11026-1000-000 K shirts	228.23	

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 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT-GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3005-163948	12/10/2019	CSU - CHICO CASHIERING OFFICE		01-0900-0-4300-1110-1000-11029-1000-000 K shirts	174.76	570.79
3005-163949	12/10/2019	DJUSD		01-0000-0-5853-0000-7200-70000-70000-000 Live Scan Fingerprinting		100.00
3005-163950	12/10/2019	DURHAM IRRIGATION DISTRICT		01-1100-0-5800-1110-1000-30000-30000-000 Induction for Kayla Hall		2,250.00
3005-163951	12/10/2019	EXPRESS DRAIN CLEANING		01-0000-0-5800-0000-8200-43200-4000-000 Concession Stand Nov DUSD Nov Putney Nov	60.41 208.20 2.40	271.01
3005-163952	12/10/2019	FASTENAL		01-8150-0-5800-0000-8110-41000-4000-000 Snake Midway House		214.00
3005-163953	12/10/2019	Johnny's Lock & Safe		01-0000-0-4300-0000-3600-40100-4000-000 Bus #5		6.31
3005-163954	12/10/2019	Metagraphics		01-8150-0-4300-0000-8110-41000-4000-000 Basic Brass Key Copy		2.56
3005-163955	12/10/2019	Northern Star Mills		21-9016-0-4300-1110-8500-70000-7000-000 Scans		16.09
3005-163956	12/10/2019	NWEA		01-0000-0-4300-0000-8200-43300-4000-000 Seeds for Soccer Field		772.20
3005-163957	12/10/2019	OFFICE DEPOT		01-7510-0-5800-1110-1000-60000-6000-000 MAP Growth Math, Reading & Language Cancelled Copy Paper Math Dept Inst Supplies Michelle Gagna	70.76 85.76 38.63	11,151.00 * * 195.15 *
3005-163958	12/10/2019	Cancelled on 12/30/2019 RAY MORGAN COMPANY INC		01-0000-0-5800-0000-7200-70000-7000-000 Lease		1,552.69
3005-163959	12/10/2019	RENTAL GUY'S CHICO		01-6387-0-5600-3800-1000-36387-3000-000 Storage Box Rental CTE		84.73
3005-163960	12/10/2019	Riverside Assessments LLC		01-6500-0-4300-5001-3120-80100-8000-000 SPED TEST KIT ~Spanish		1,689.40
3005-163961	12/10/2019	SCHOLASTIC INC		01-0900-0-4300-1110-1000-11015-1000-000 Julie Matthews		89.09
3005-163962	12/10/2019	SKILLSUSA CALIFORNIA		01-6387-0-5300-3800-1000-36387-3000-000 Membership Fee		120.00
3005-163963	12/10/2019	TAHOE PURE WATER		01-0000-0-4300-0000-7200-70000-7000-000 DO Water		11.50

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Checks Dated 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT-GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3005-163965	12/10/2019	TOZIERS PAINT & HARDWARE				
			01-0000-0-4300-0000-8200-43300-4000-000	Grounds	29.78	
			01-6387-0-4300-3800-1000-36387-3000-000	Instructional Materials-Wes Bill	43.81	
			01-6387-0-6200-3800-1000-36387-3000-000	GreenHouse	33.00	
			01-8150-0-4300-0000-8110-41000-4000-000	Maintenance	93.27	199.86
3005-163966	12/10/2019	US BANK OFC EQUIP FINANCE SERV				
			01-0000-0-5600-0000-7200-70000-7000-000	DO Scanners		179.65
3005-163967	12/10/2019	US BANK CORPORATE PAYMENT SYSTEM				
			01-0000-0-4300-1110-2420-72000-7000-000	Cables for David Coffee's SmartBoard	43.42	
				Chromebook Speaker Set	12.86	
			01-0000-0-4300-1110-2700-10000-1000-000	Laminating Film	121.72	
			01-0000-0-4300-1110-4200-31040-3000-000	ConcessionFood - to be reimbursed by ASB	242.88	
				Concessions/Football Purchases - to be reimbursed	823.68	
			01-0000-0-5800-0000-7200-70000-7000-000	GoDaddy for Website	99.99	
			01-0000-0-5852-0000-7200-70000-7000-000	Custodian 1 Post	15.00	
			01-0000-0-5900-0000-7200-70000-7000-000	Certified Mailing	6.80	
			01-0900-0-4300-1110-1000-31015-3000-000	Shelving Materials Tablet Holder	59.60	
			01-3550-0-5800-3800-1000-30000-3000-000	Perkins Grant Ap	3.50	
			01-6500-0-5200-5001-3120-80100-8000-000	Exceptional Children Conference - Carmina	1,019.94	
			01-7370-0-5200-1110-1000-30000-3000-000	SSP Workshop - Matt Plummer	531.96	
			01-8150-0-4300-0000-8110-41000-4000-000	Door Stoppers	113.40	
				HVAC Parts - Motor Assembly	308.94	
				Water Filters for Bottle Fillers	176.07	3,579.76
3005-163968	12/10/2019	VALLEY WIDE FASTENERS				
			01-0000-0-4300-0000-3600-40100-4000-000	Bus #5		17.22
3005-165269	12/19/2019	Wiley, Cheri B				
			01-0900-0-4300-1110-1000-21008-2000-000	Reim for Class Supplies		53.56
3005-165270	12/19/2019	Bill, Rebecca L				
			01-0900-0-4300-1110-1000-31020-3000-000	Reim for Lassen Park Fee	30.00	
			01-0900-0-5200-1110-1000-31020-3000-000	Reim for mileage Adv Bio Field Trip to Lassen	102.08	132.08
3005-165271	12/19/2019	Lamb, Teardra J				
			01-0900-0-4300-1110-1000-11024-1000-000	Reim for Class Supplies		101.38
3005-165272	12/19/2019	Walters, Alicia L				
			01-0000-0-4300-1110-2420-10000-1000-000	Reim for DES Library Purchases		94.76

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 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT- GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3005-165273	12/19/2019	Hilquist, Amy E		01-0700-0-5200-1110-4200-31301-3000-000 Reim for Mileage		272.02
3005-165274	12/19/2019	Webb, Lloyd D		01-0000-0-5200-0000-7100-60000-6000-000 Reim for Mileage		113.10
3005-165275	12/19/2019	AUS WEST LOCKBOX		01-0000-0-5800-0000-3600-40100-4000-000 Bus Garage	136.84	
				01-0000-0-5800-0000-8200-43100-4000-000 DES	35.53	
				DHS	64.68	
				01-7010-0-5800-3800-1000-30000-3000-000 Machine Shop	52.48	289.53
3005-165276	12/19/2019	AT&T		01-0000-0-5900-0000-8200-43200-4000-000 November Charges		528.67
3005-165277	12/19/2019	BATTERIES PLUS BULBS		01-8150-0-4300-0000-8110-41000-4000-000 Weight Room Alarm		19.25
3005-165278	12/19/2019	BSN SPORTS		01-0900-0-4300-1110-4200-31003-3000-000 Boys BB Basketballs - \$11.40 to be reimbursed		511.40
3005-165279	12/19/2019	CDW-G		01-9100-0-4300-1110-1000-11213-1000-000 View Sonic for David Coffee	4,404.25	
				01-9100-0-4300-1110-1000-21203-2000-000 Chromebook's for DIS	455.81	4,860.06
3005-165280	12/19/2019	CHRISTENSEN TELECOMMUNICATIONS		01-8150-0-5600-0000-8110-41000-4000-000 DES Phone Line		175.00
3005-165281	12/19/2019	DAY MANAGEMENT CORPORATION		01-0000-0-5900-0000-3600-40100-4000-000 Dec. Billing		154.00
3005-165282	12/19/2019	DUSD FOOD SERVICE DEBBIE SLIGHTOM		01-9100-0-8699-0000-60001-6000-000 Lunch Provided by Durham Exchange Club		230.40
3005-165283	12/19/2019	DUSD FOOD SERVICE DEBBIE SLIGHTOM		01-9100-0-8699-0000-60001-6000-000 Lunch Provide by Durham Exchange Club		86.25
3005-165284	12/19/2019	e3 HCI AUDIOMETRICS		01-0030-0-5800-0000-3140-60200-6000-000 Audiometer Calibration		90.00
3005-165285	12/19/2019	Eagle Architects		21-9016-0-5800-1110-8500-70000-7000-000 Architect for Facility Assessment		2,567.50
3005-165286	12/19/2019	JACK SCHREDER AND ASSOCIATES		25-0000-0-5800-0000-7200-00000-0000-000 November 2019 Activities		412.50
3005-165287	12/19/2019	Johnny's Lock & Safe		01-8150-0-4300-0000-8110-41000-4000-000 Basic Brass Key Copy		7.69

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.

010 - Durham Unified School District

Generated for Jill Hernandez (JHERMANDEZ), Jan 6 2020 10:09AM

ReqPay12d

Board Report

Checks Dated 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT-GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3005-165288	12/19/2019	JW WOOD CO INC				
				01-8150-0-4300-0000-8110-41000-4000-000 DES		33.54
3005-165289	12/19/2019	LOWES CREDIT SERVICES				
				01-6387-0-4300-3800-1000-36387-3000-000 Instructional Supplies for Wes Bill	176.96	
				01-8150-0-4300-0000-8110-41000-4000-000 Maint. Stock	149.87	326.83
3005-165290	12/19/2019	LOZANO SMITH LLP				
				01-0000-0-5870-0000-7100-60000-6000-000 November 2019 billing		1,326.44
3005-165291	12/19/2019	MJB WELDING SUPPLY INC				
				01-3550-0-4300-3800-1000-30000-3000-000 OPEN PO for Wes Bill	69.86	
				01-6387-0-6400-3800-1000-36387-3000-000 Powder Coating Booth & Labor	41,030.50	41,100.36
3005-165292	12/19/2019	NORTHGATE PETROLEUM CO				
				01-0000-0-4340-0000-3600-40100-4000-000 Diesel	4,500.21	
				Unleaded	1,469.63	5,969.84
3005-165293	12/19/2019	O REILLY AUTO PARTS				
				01-0000-0-4300-0000-3600-40100-4000-000 Bus Trans	77.61	
				Lift Support	188.12	
				Return Lift Support	188.12-	
				Transportation	84.60	
				Grounds	60.05	222.26
3005-165294	12/19/2019	OFFICE DEPOT				
				01-0000-0-4300-0000-7550-70050-7000-000 Print Shop Supplies	119.14	
				01-0000-0-4300-1110-2420-20000-2000-000 Copy Paper	70.76	
				01-0900-0-4300-5770-1120-11011-1000-000 Michelle Gagna	38.63	228.53
3005-165295	12/19/2019	PAYLESS BUILDING SUPPLY				
				01-6387-0-6200-3800-8500-36387-3000-000 Greenhouse		133.02
3005-165296	12/19/2019	RENTAL GUYS CHICO				
				01-8150-0-5600-0000-8110-41000-4000-000 Maint. Storage Box		84.73
3005-165297	12/19/2019	SIGLER PEST CONTROL INC				
				01-0000-0-5800-0000-8200-43300-4000-000 Monthly Service		170.00
3005-165298	12/19/2019	US BANK OFC EQUIP FINANCE SERV				
				01-0000-0-5600-0000-7550-70050-7000-000 DO	454.85	
				01-0000-0-5600-1110-1000-10050-1000-000 DES	492.67	
				01-0000-0-5600-1110-1000-20050-2000-000 DIS	756.34	
				01-0000-0-5600-1110-1000-30050-3000-000 DHS	2,444.21	4,148.07
3005-165299	12/19/2019	US BANK CORPORATE PAYMENT SYSTEM				
				01-0900-0-4300-1110-1000-31017-3000-000 Math Supplies DHS		85.76

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.

010 - Durham Unified School District

Generated for Jill Hernandez (JHERNANDEZ), Jan 6 2020 10:09AM

Checks Dated 12/01/2019 through 12/31/2019

Check Number	Check Date	Pay to the Order of	FD-RESR-Y-OBJT-GOAL-FUNC-SITE#-MNGR-OTH	Comment	Expensed Amount	Check Amount
3511-163637	12/05/2019	Frederick Rabo				
622003	12/10/2019	Mitchell A. Koff				
				76- -.9512- - - - Reim for STRS Health Deduction		359.00
				Cancelled on 12/11/2019 Cancel Register # PM191213		88.34 *
					Total Number of Checks	83
						188,997.95

	Count	Amount
Cancel	2	673.79
Net Issue		188,324.16

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	73	173,544.89
13	CatereriaSpecialRevenueFund	4	11,814.48
21	BuildingFund	2	2,583.59
25	CapitalFacilitiesFund	1	412.50
76	Warrant/Pass-ThroughFund	1	359.00
Total Nunber of Checks		81	188,714.46
Less Unpaid Tax Liability			.00
Net (Check Amount)			188,714.46

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.

Durham High School
9455 Putney Drive
Durham, CA 95938



Phone: 530-895-4685
Fax: 530-895-4688

BASEBALL 2020

<u>DATE</u>	<u>DAY</u>	<u>OPPONENT</u>	<u>PLACE</u>	<u>TIME</u>	<u>RELEASE</u>	<u>DEPART</u>
2/25	Tue	P.V. Varsity	Dorland	3:30		
2/27 -28-29	Thurs-Sat	Foothill Tournamen (JV)	Foothill			
2/29	Sat	Sutter Jamboree (Var Only)	Sutter	TBA		
3/5 3/7	Fri-Sat	Sutter Tournament JV	Sutter	TBA		
3/10	Tue	P.V JV	P.V	3:30		
3/12-3/14	Thurs-Sat	Oroville Tournament (Var)	Oroville	TBA		
3/18	Tues	Winters	Durham	4:00		
3/21	Sat	Rio Vista	Durham	10:00		
3/24	Tues	East Nic	Durham	4:00		
3/27	Fri	Williams (Var only)	Williams	4:00		
3/31	Tues	Hamilton	Durham	4:00		
4/3	Fri	Hamilton	Hamilton	4:00		
4/13-4/17		Sutter Tournament Var	Sutter	TBA		
4/15		PV JV	Durham	4:00		
4/21	Tue	Hamilton	Hamilton	4:00		
4/23-4/26		FFA State				
4/29	Wed	Williams (Var only)	Williams	4:00		
5/1	Fri	Williams (Var only)	Durham			
5/5	Tue	East Nic	Durham	4:00		
5/8	Fri	East Nic	East Nic			
5/13		Seeding Meeting				
		NSCIF Playoffs	TBA	TBA		
5/23	Sat	NSCIF FINALS	TBA	TBA		

Varsity Head Coach: Tony Longueria

Assistant Coaches:

Frosh/Soph Head Coach:

Assistant Coaches:

Athletic Director: Amy HilQuist - dhsathletics10@gmail.com

Principal: Robbin Pedrett

Superintendent: Lloyd Webb

DURHAM HIGH SCHOOL
9455 PUTNEY DRIVE
DURHAM CA, 95938



PHONE: 530-895-4685

FAX: 530-895-4688

Updated 11/14/2019

Track and Field 2019-2020

DATE	DAY	OPPONENT	PLACE	TIME	RELEASE/DEPART
3/6	Sat.	Black Butte Invite	Orland	Field: TBD Track: 12:00pm	TBD
3/20	Fri.	Roy Crabtree Pirate Classic	Wheatland	Field: 10:00am Track:	TBD
3/27	Sat.	Vern Regier Invitational	Durham	Field: TBD Track: TBD	TBD
4/4	Sat.	Chico Track and Field Invitational	Chico	Field: 9:00am Track: 10:00am	TBD
4/8	Wed.	Durham Open	Durham	Field: 3:00pm Track: 3:30pm	TBD
4/11	Sat.	49 th Annual John Frank Invite	Central Valley	Field: 9:30am Track: 10:30am	TBD
4/17	Fri.	West Valley Invitational	Oroville	Field: TBD Track: TBD	TBD
4/25	Sat.	Lithia Track and Field Invitational	Klamath Falls	Field: TBD Track: TBD	TBD (Friday Release Date)
5/2	Sat.	Kays Ostrom Invitational	Nevada City	Field: TBD Track: TBD	TBD
5/8	Fri.	MVL League Finals	Durham	Field: TBD Track: TBD	TBD
5/15	Fri.	Division III Championships	West Valley	Field: TBD Track: TBD	TBD
5/22	Fri.	Northern California Section Championships	West Valley	Field: TBD Track: TBD	TBD
5/29-5/30	Sat.	CIF State Meet	Fresno	Field: TBD Track: TBD	TBD

Head Coach: Bryan Schaake **Phone:** (530)249-8039. **Email:** bschaake30@gmail.com
Assistant Coaches: Dana Bill, Dawn Dowdy, Matt Sakai, Cory Murasko
Website: Athletic.net/Durham

Durham High School
9455 Putney Drive
Durham, CA 95938



Phone: 530-895-4685
Fax: 530-895-4688

updated: 1/8/2020

SOFTBALL 2020

<u>DATE</u>	<u>DAY</u>	<u>OPPONENT</u>	<u>PLACE</u>	<u>TIME</u>	<u>RELEASE</u>	<u>DEPART</u>
2/28-29	Fri/Sat	Durham FS Tournament	Durham	TBA		
3/4	Wed	Corning	Corning	3:30pm	12:45pm	1:00pm
3/7	Sat	Gridley/Quincy DH	Durham			
		<i>DHS Var vs GHS Var - 10am</i>				
		<i>GHS Var vs QHS Var - 12pm GHS JV vs QHS JV - 12pm</i>				
		<i>DHS Var vs QHS Var - 2pm</i>				
3/10	Tues	Biggs	Biggs	4:00pm	1:45pm	2:00pm
3/13	Fri-Sat	College of Siskiyous Tournament	Weed	TBA	TBA	TBA
3/18	Wed	Winters	Durham	4:00pm	2:15pm	
3/19	Thurs	Oroville	Oroville	4:00pm	1:45pm	2:00pm
3/20-21	Fri-Sat	Gridley Tournament	Gridley	TBA	TBA	TBA
3/24	Tues	Maxwell	Durham	4:00pm	2:15pm	
3/26	Thurs	Core Butte	Durham	4:00pm	2:15pm	
3/27	Fri	Williams	Williams	4:00pm	1:15pm	1:30pm
3/31	Tues	Hamilton	Durham	4:00pm	2:15pm	
4/3	Fri	Hamilton	Hamilton	4:00pm	1:30pm	1:45pm
		<i>Spring Break 4/4-4/13</i>				
4/14	Tues	East Nic	Durham	4:00pm	2:15pm	
4/21	Tues	Hamilton	Hamilton	4:00pm	1:45pm	2:00pm
4/29	Fri	Williams	Williams	4:00pm	1:15pm	1:30pm
5/1	Fri	Williams	Durham	4:00pm	2:15pm	
5/5	Tues	East Nic	Durham	4:00pm	2:15pm	
5/8	Fri	East Nic	East Nic	4:00pm	12:30pm	12:45pm
5/19		<i>CIFNS Playoffs</i>	TBA			
5/21		<i>CIFNS Playoffs</i>	TBA			
5/23		<i>CIFNS Section Finals</i>	TBA			

Varsity Head Coach: Amy HilQuist

Assistant Coaches: Justine Songsteng, Jessica Pererira

Athletic Director: Amy HilQuist - dhsathletics10@gmail.com

Principal: Robbin Pedrett

Superintendent: Lloyd Webb

DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: Jan. 9, 2020 School: DES

Trip Date: Feb. 25, 2020 Departure Time: 9:00 Return Time: 12:10

Destination: Bidweu Mansion Gold Program

Address 525 Esplanade, Chico CA

Participating Class(es)/Program: Mrs. Masuda's 4th grade

Contact Person: Roni Masuda Phone Number: 521-5175

Number of Students: 30 Number of Staff/Chaperones: 6

4th grade account.

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

Learning Standard Addressed: 4.3 2. Compare how and why people settled in CA
3. Analyze the effects of the Gold Rush

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

Students will be able to identify / compare the effects
of the Gold Rush on our area.

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:

Date: 1/9/2020 Date:

DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: Jan 9, 2020 School: DES

Trip Date: March 4, 2020 Departure Time: 8:40 Return Time: 5:00

Destination: Sutter's Fort and Old Sacramento / Railroad Museum.

Address 2701 L St. Sacramento 125 I St. Sacramento

Participating Class(es)/Program: All 4th grade classes (3)

Contact Person: Roni Masuda Phone Number: 521-5775

Number of Students: 90 Number of Staff/Chaperones: 25

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

Learning Standard Addressed: 4.3 3 Analyze the effects of the Gold Rush
4.4 1. 2. Explain how Ca. became an agricultural & industrial power - railroad.

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

Students will be able to explain the effects of the

Gold Rush on settlements in CA and make connection to CA
TYPE OF TRANSPORTATION REQUESTED ag. industry and population

School Bus: X Charter: _____ District Van: _____ Parent Driver: X

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

APPROVALS:

Principal: Lisa Atlas Superintendent: _____

Date: 1/9/2020 Date: _____

Student will be in cars with own parents - NO other students unless their parent is also in ~~same~~ same vehicle

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: **DURHAM UNIFIED SCHOOL DISTRICT**

Person completing this form: **LLOYD WEBB**

Title: **SUPERINTENDENT**

Quarterly Report Submission Date:
(check one)

- April 2020
- July 2019
- October 2019
- January 2020

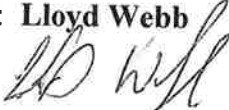
Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Misassignments or Vacancies	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent: **Lloyd Webb**

Signature of District Superintendent: 

Date: **1-15-2020**

Send to: Student Programs and Educational Support
BCOE | Attn: G. Wilson
1859 Bird Street, Oroville, CA 95965
gwilson@bcoe.org or fax 530.532.5762



DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: January 15, 2020

SUBJECT: Board Policy Updates: First Reading with Option to Adopt	
OCTOBER 2019 BOARD POLICY UPDATES	
PREPARER: Tina Blenn	
RECOMMENDATION	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve <input type="checkbox"/> Accept <input type="checkbox"/> Discuss <input type="checkbox"/> Information Only

BACKGROUND:

The following Board Policies (BP), Administrative Policies (AP) and Board Bylaws (BB) that are being considered at this time:

October 2019 Board Policy Updates:

AR/BP	0460	Local Control and Accountability Plan
BP	0520	Intervention of Underperforming Schools
BP	0520.1	Comprehensive and Targeted Support and Improvement
BP	1431	Waivers
AR/BP	3515	Campus Security
AR/BP	4116	Probationary/Permanent Status
AR	4119.22,4219.22,4319.22	Dress and Grooming
BP	4216	Probationary/Permanent Status
AR/BP	4218	Dismissal/Suspension/Disciplinary Action
BP	5131	Conduct
BP	5131.8	Mobile Communication Devices
BP	5132	Dress and Grooming
AR	5141.26	Tuberculosis Testing
AR/BP	5142	Safety
AR/BP	7140	Architectural and Engineering Services
BB	9323	Meeting Conduct

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: January 15, 2020

SUBJECT: Durham High School Alpine Ski Team

PREPARER: Robbin Pedrett

RECOMMENDATION

- | | |
|---|---|
| <input checked="" type="checkbox"/> Approve | <input type="checkbox"/> Do Not Approve |
| <input type="checkbox"/> Accept | <input type="checkbox"/> Discuss |
| <input type="checkbox"/> Information Only | |

BACKGROUND:

This is a formal request to the Board of Education for Durham Unified School District to “approve” an Alpine Ski Racing team for Durham for 2019-2020. In addition we would like to request to approve Mr. Walt Chrupalo from Pleasant Valley to be the coach for the 2-19-2020 season.

BY-LAWS OF THE CALIFORNIA NEVADA INTERSCHOLASTIC SKI AND SNOWBOARD FEDERATION

I. SEASON

The competition season shall begin the day after football season officially closes and end on or about March 15. Changes in the by-laws and/or league procedures must be made prior to the start of the competition season.

II. ELIGIBILITY RULES

1. Members must obey the CNISSF Constitution and By-Laws. Since members do not give up membership in their CIF Section or the Nevada Interscholastic League they must obey rules or regulations of their local section or state if such rules and regulations are stricter than that of the CNISSF.
2. School regulations for league memberships shall be:
 - a. Payment of dues no later than November 1st. Individual schools will pay dues to CNISSF. Schools that are delinquent will not be allowed to participate in any races until their dues are current.
 - b. All members must be prepared to sponsor at least one race on a weekday during the season.
 - c. Once a school has lost its eligibility a 2/3 vote by the league members is required for reinstatement.
3. A letter of intent signed by both the Principal and the Athletic Director is required by November 1 if a team wishes to take a leave of absence or withdraw from the Federation. This letter will be on school letterhead and submitted to the Chairman of the Ski Council.
4. The start of the season is the December Coach's Meeting. No decisions may be made during the race-season, which affect the season in progress.

III. DIVISIONS

1. The Realignment Committee (Ski Council Chairman and Division Coordinators) will meet prior to the Spring Coaches Meeting to consider the following competitive season's team placements. This recommendation shall be final.
2. Members of each division will meet the following criteria:
 - a. The school must recognize skiing/snowboarding as an interscholastic sport.
 - b. The school must provide a certificated teacher-coach.
 - c. The team must be able to participate in weekday races.
3. Each division will have a minimum of three schools and a maximum of seven schools.
4. Alpine (Skiing/Snowboarding) Divisions
 - a. Application for membership in these divisions must be received by the Spring Coaches Meeting. The application must be signed by the school's principal and must be presented by him or his representative.
 - b. Schools are assigned to divisions by the Re-alignment Committee.
5. The names of the divisions will be based on geographical location such as "North", "Central" . . . "South"
6. Nordic Divisions
 - a. The Nordic Divisions shall consist of those schools that are interested in cross-country ski racing and are members in good standing of the CNISSF.
 - b. Application for membership in these divisions must be received by the Spring Coaches Meeting. The application must be signed by the school's principal and must be presented by him or his representative.
7. Loss of Eligibility shall result if a school:
 - a. Fails to meet the criteria of Article III, Section 2.
 - c. Drops out of their division. (May re-apply)

BY-LAWS OF THE CALIFORNIA NEVADA INTERSCHOLASTIC SKI AND SNOWBOARD FEDERATION

IV. EVENTS

1. Each alpine division will schedule at least
 - a. Three giant slalom races
 - b. Three slalom races/Terrain giant slalom races during the regular season.
2. The Nordic season will consist of not less than six races.
3. Each team's eligibility for the championships will be dependent upon participation in each scheduled event.

V. STANDARDIZATION OF EVENTS

1. Skiing will adopt the U16 course setting guidelines published each season by USSA.
2. Snowboard will adopt the course setting guidelines published each season by USSA, with the addition that all parallel events must be a minimum of 10 meters distance between courses.
3. All race venues need to have at least a non-scored race homologation and the security of the race must meet those standards.
4. Nordic
 - a. In regular division meets girls will not run less than 5 km and boys will not run less than 7 km.
 - b. In championship meets girls will run not less than 7 km and boys will run not less than 10 km.
 - c. Consideration will be given to snow conditions, temperature, and elevation.

VI. LEAGUE MEETS

1. In all meets, current FIS rules and applicable portions of the USSA Competition Guide will be followed in addition to the following.
2. Each division will determine the number of contestants for each school and the method of team scoring.
3. Each event will have points awarded to the top finisher equal to the number of starters in the race, with points awarded to each succeeding finisher in a descending scale. e. g. 48 entries, 1st place points - - 48, 2nd place points - - 47, 3rd place points - 46, and so on down to 1 point. Racers in categories of DSQ, DNF, and DNS will be ineligible for points. The division will use the same number of maximum points for all races during the season.
4. In case of a point tie, whether for an individual racer finish position or a point tie for a team finish position, the racer or team with the lowest time(s) will receive the better ranking in the results.
5. 3/4 of all schools in good standing in the division must participate in each meet to constitute a league meet. Weather and impassable road conditions are the only legal excuse for non-participation in a meet.
6. Each division will implement a penalty point system during their race season. Divisions will decide who may report penalty points. The jury decision about assigned penalty points is final. Penalty points will be deducted for the following infractions: 5 points will be deducted from the racer score and 5 points from the combined team score for
 - a. Unsportsmanlike conduct (Includes profanity, disrespect for race officials, coaches, and parent volunteers)
 - b. Race apparel violations. (Racers will wear apparel with numbers visible both front and back on the outside of their clothing at all times on race days).

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- c. Skiing within the designated course area in such a way as to present a danger to other skiers or gain an advantage by shadowing the course (Racers will not ski 2 or more race turns parallel to the set course).
- d. Racers will wear an approved helmet during a school-sanctioned activity with their coach (practice, pre/during/post-race)
 - i. When their feet are attached to skis or board
 - ii. When they are gate-keeping

Racers may remove their helmet when they are outside the race area when the skis or board are not attached to their feet unless otherwise specified by the Chief of Race or other race official. The race arena is defined as the fenced off area from the start wand through and including the finish corral. 5 points will be deducted from the women's team score and 5 points deducted from the men's team score for Gatekeepers who are late to their station

VII. DUTIES OF MEET SPONSORS

1. The meet sponsor will be responsible for assigning a referee.
2. Courses shall be set by a competent course setter, if applicable
3. All courses shall be approved by the referee.
4. The sponsor shall be on hand at the meet site in ample time to receive teams and arrange the meet.
5. All alpine meets should start by 10:00 a.m, unless otherwise noted.
6. All Nordic meets should start by 11: 00 a.m, unless otherwise noted.
7. Meet sponsors are responsible for having times posted.
8. The Division Coordinator is responsible for notification of any cancelled meet or change of meet area in ample time prior to the meet to all schools participating.
9. The sponsoring school is responsible for obtaining the necessary help to properly officiate the race.
10. There shall be a minimum of 1 gatekeeper for each 5 gates for each event.
11. Race results shall be provided to the web master for posting within a reasonable time.
12. Drawing for the competitive seasons running order shall be done at the Spring Coaches Meeting. This running order shall be rotated one or two places each meet. The rotation number shall be decided upon at the Spring Coaches Meeting.

VIII. DUTIES OF THE CONTESTANTS

1. Racers who are late for their start will run just before the last racer on the start list for that event.
2. Reruns shall be at the discretion of the referee. Racers shall complete reruns as soon as possible.
3. Contestants shall abide by arrangements made with local ski lift operators and hold themselves on call by meet officials.
4. Contestants shall respond readily for extra services as requested by meet officials that are as hill tampers, flag carriers, gatekeepers, and so on.

BY-LAWS OF THE CALIFORNIA NEVADA INTERSCHOLASTIC SKI AND SNOWBOARD FEDERATION

5. Contestants may be disqualified for bothering the timer by asking for his or any other racer's time. The coach is responsible for warning team members about this regulation.
6. Any racer who displays unsportsmanlike-conduct, smoking or drinking, at the ski area and/or during a race will be disqualified from the meet. An alcohol violation will disqualify a racer for the remainder of the race season.
7. Racers will wear race apparel with numbers visible both front and back on the outside of their clothing at all times on race days.
8. All gatekeepers who have disqualified racer(s) must report to the bottom of the course at the end of the race and stay until dismissed by the referee. Failure to comply will result in the racer/gatekeeper being sanctioned (not allowed to race in the next meet). Appeal may be made to the jury.
9. There will be no skiing within the designated course area in such a way as to present a danger to other skiers or gain an advantage by shadowing the course. (Racers will not ski 2 or more race turns parallel to the set course)
10. Racer profanity if heard by two consecutive gate-keeping stations will disqualify the racer from the competition.
11. FWS racers who choose to participate in FWS races rather than in scheduled high school races are subject to individual coach/individual team rules.
12. Racers will wear an approved helmet during a school-sanctioned activity with their coach (practice, pre/during/post-race) See Section XV
13. Racers will wear ski or board clothing, which covers arms and legs while training or on a racecourse.
14. Gatekeepers will wear their helmets while gate-keeping.
15. ~~A racer will participate in only one event during the season and must make his/her choice prior to the first race.~~ During the 18-19 season athletes may participate in both ski and snowboard. This one-year trial will be reviewed at the Spring 2019 meeting.
16. Individual schools/school districts will make the decision whether to allow racers in terrain parks on training and on race days.

IX. DUTIES OF THE OFFICIALS

1. Officials shall know and check all items of their particular duty.
2. Officials shall exercise due care and judgment to assure a high safety factor over all courses set.
3. Officials of the meet shall follow the FIS course rules for individual scoring and timing when applicable to the meet.
4. The Jury will be responsible for making the decision to cancel the second run.

X. FEDERATION DUES

The dues for each member of the federation shall be set each year and will be payable no later than November 1st. Individual schools may pay dues to their division coordinator. Schools who are delinquent will not be allowed to participate in any races until their dues are current.

XI. RACE SCHEDULES

**BY-LAWS OF THE CALIFORNIA NEVADA INTERSCHOLASTIC SKI AND
SNOWBOARD FEDERATION**

1. Race schedules for the coming year will be prepared by each division at the Spring Coaches Meeting. Included in these schedules will be bye dates.
2. Races may be rescheduled to a bye date for the following reasons:
 - a. Inclement weather
 - b. Highway conditions
 - c. Ski area request
3. Races may be rescheduled to a non-bye date by approval of 75% of the schools in the division.
4. The preferred dates for the Alpine Championships are the first Monday, Tuesday, Wednesday and Thursday in March. The dates are selected at the CNISSF meeting held the previous spring. The preferred make up dates for the Alpine Championships are the second Monday, Tuesday, Wednesday and Thursday in March.

XII. CHAMPIONSHIP MEETS – ALPINE

1. The championship meet will be scheduled for four days. The meet will be invitational on the following basis. Each full team will bring a minimum of three racers per event. (Women's slalom, men's slalom, women's giant slalom, men's giant slalom). A "full team" is defined to have three or more racers per gender. A team with less than three racers per gender is defined to be a "small team." Each racer must have started in two of three races in that event during the regular season to qualify as a racer.
2. Each division will rank their racers in each discipline by combining the racer's points for his/her two best finishes.
3. To determine qualifiers from the division, each division will calculate 3 times the Number of full teams in the division. In addition a small team with two racers will bring two qualifiers and a small team with one racer will bring one qualifier. The total qualifiers (racers) for the division will be

$$3(\text{number of full teams}) + \text{total number of qualifiers from small teams} =$$

Number of qualifiers above the cut-off line
4. Schools may bring as many racers as they have above this cut-off line.
 - a. In addition if a full team has less than 3 racers above the cut-off line, the team may take racer(s) below the cut-off line to achieve 3 racers total.
 - a. Small teams will take all qualifiers.
 - b. To accommodate absent racers, the next 2 division qualified racers, will be identified as alternates, to fill the division spots in each discipline.
 - c. Division of submission of Championship qualifiers and alternates, to be completed by 1 week after divisions final race or the Monday prior to the champs, whichever comes 1st. In the event a division has to finish late, they have 24 hours to submit results.
 - d. Once the initial qualifiers approval list has been returned to the Division Coordinator, there will be 48 hours to make final changes. This is the last opportunity to make qualifier changes.
5. A racer must have started in two of three slaloms to qualify for the Championships in slalom.
6. A racer must have started in two of three giant slaloms to qualify for the Championships in giant slalom.

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7. Each division will submit a run order ranked from highest to lowest points in each discipline (based on two races). The order for both ski and snowboard in odd years will be N, CI, CII, SI, SII. The order for both ski and snowboard in even years will be N, CII, CI, SII, SI.
8. Any racer from above the cut-off line who does not participate will not be replaced. Should this non participation by a racer above the cut-off line cause a "full team" not to have a team of three racers qualifying in that event, the "full team" may take one more racer (for a total of three) if the team has another qualifier farther down the list.
9. Start lists are final at the Coaches Meeting the afternoon before the race.
10. Second run order will be determined by reversing the order of the first 12 (2 x the number of divisions) racers followed by the remainder of the racers running in first run time order. During the 18-19 Championships 1st run DNF and DSQ athletes will be permitted to take a second run, after the final qualified competitor, to be confirmed by the jury prior to 2nd run. This one-year trial will be reviewed at the Spring 2019 meeting.
11. For the first run in dual events, odd numbers on the start list will run on the red course and even numbers on the start list will run on the blue course. For the second run, the order of the first twelve racers (2 x the number of divisions) in the first run will be reversed. The odd numbers on the start list will run on the red course the even numbers on the start list will run on the blue course. The remainder of the field will run in first run time order with racers running on the opposite colored course. (E.g. first run on blue/second run on red)
12. There will be 1st-3rd place team banners.
13. Team points will be tallied by adding those points earned by the top three finishers for each school in both slalom and giant slalom for men and women.
14. The sponsoring division will be responsible for the race order and will run first in each flight. The number of flights will be set by the division, which brings the largest number of racers. Placements in the flights will be as in division races.
15. Each division may choose an all-division team (women ski, men ski, women board, men board, Nordic women, and Nordic men) and may select the numbers of members on the team. If a division selects an all division team of more than 10 members, that division will pay for the extra awards.
16. Two independent electronic timing systems will be provided at the Championships.
17. SNOWBOARD STUBBIES will be used in all snowboard championship events.
18. A "team" set is required for all Championship courses. (One member of the "team" sets the course and the other member of the "team" verifies that the setter is meeting all course requirements such as red/blue, delays, flushes and combinations in slalom, distance and gate count for the hill percentage.)
19. The school year of the racer will be listed on the start list(s) and race results in the format 9, 10, 11, and 12.
20. Gate Judge assignments will be made as follows:
 - a. Two stations per division per day.
 - b. School name will be provided to the Championships Coordinator two weeks prior the Championships
 - c. Individual gate judges must be approved by the Division Coordinator.

BY-LAWS OF THE CALIFORNIA NEVADA INTERSCHOLASTIC SKI AND SNOWBOARD FEDERATION

XIII. DIVISION SCORING

The method of team scoring for divisions will be decided by each division.

XIV. DUTIES OF THE COACH

The coach is responsible for access to his/her gatekeepers.

XV. RACE HELMETS

1. Racers will wear an approved helmet during a school-sanctioned activity with their coach (practice, pre/during/post-race)
 - a. When their feet are attached to skis or board
 - b. When they are gate-keeping

Racers may remove their helmet when they are outside the race arena when the skis or board are not attached to their feet unless otherwise specified by the Chief of Race or other race official. The race arena is defined as the fenced off area from the start wand through and including the finish corral.
2. Helmets are defined as being made of a single molded hard shell and padding which covers the entire head, thereby including both ears entirely and extending down to a point adjacent to the wearer's jaw. These helmets shall be specifically designed and manufactured for snow sports competitions and conform to recognized and appropriate standards such as CEH.Din 1077, ASTM F2040, Snell S98 or RS 98. Helmets must be worn as designed, including a buckled chinstrap.

For 2018-2019 season this graduating rule will read: All 9th, 10th and 11th grade racer helmets must be FIS certified with an attached label. Returning racers (grades 12) may continue to use their current helmet (non-FIS certified) for the remainder of their high school racing career unless it should sustain damage.

Helmets designed for other sports, such as kayaking or baseball, are strictly prohibited and will result in racer disqualification. Should an entire team elect to wear inappropriate helmets at any CNISSF sanctioned event whether a practice or pre/during/post race, the entire team will be disqualified. "Disqualification" during a practice means that the racer will not be allowed on the slope.

XVI. RACE RULES

1. Overtake/Interference Rule-
Racer A has fallen or is terminally slow. Racer B is approaching from above. Racer A must move out of the way of Racer B to let B pass.
Racer B has two options:
 - a. To finish the course and obtain a time.
 - b. To pull out of the course and ask for a re-run if Racer A is in the course and is a verified obstacle as noted by a gatekeeper or race official.

Racer A has three options:

 - a. Is disqualified if he/she is an obstacle in the course for Racer B
 - b. To hike (if necessary), clear the gate(s), finish the course and obtain a time.
 - c. To not finish (DNF)
2. Ski Binding Release
A binding release occurring more than two gates above the finish in slalom, giant slalom, or super G, or one gate in downhill, shall be considered a "clear disqualification". Racers may not continue on course. A racer may finish on one ski within the last two gates; or cross the finish line on no skis if he/she has fallen after passing through the last gate prior to the finish.
3. Snowboard Hiking
Only one-foot need be attached to the board for snowboard hiking.

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4. For CNISSF events, hiking to clear missed gates is permissible in SL and GS events.
5. Regulations for ski Length/Height off Snow
The minimum ski length for CNISSF racers is 130 cm. The standards for (a) height of boot, binding, and plate and (b) height of ski to top of plate for CNISSF racers will be in the range of U16 to U19 standards.
6. Snowboard Gate Passage
A gate has been correctly passed when both feet of the competitor, fixed in both bindings, cross the gate line outside the turning pole. The gate line is the line that starts at the tall pole, passes through the stubby (turning pole) horizontally across the slope to the trail edge, but the correct passage must be outside the turning pole. If a competitor misses a gate, that competitor is required to go back to that gate line and pass the gate correctly, or immediately leave the course. Proceeding through other gates illegally can be cause for penalty, in addition to disqualification."
7. Ski Passage
A gate has been passed correctly when both the competitors ski tips and both feet have passed across the gate line. If a competitor loses a ski without committing a fault, e.g. not straddling a SL pole, then the tip of the remaining ski and both feet have passed the gate line. This rule also applies when a competitor has to climb back up to a gate.
If single pole slalom and single pole giant slalom courses are utilized, competitors must "loop" a missed gate for legal passage unless a gate is set with an outside pole such as the first and last gate and any vertical gates.

XVII. Use of Private/Professional Coaches Supplemental To High School Alpine Team Staff

CNISSF recommends the following:

1. A contract should be made between the athlete's parent and the private/professional coach. If private/professional coaching is provided by resorts or other third party organization(s), the contract should be between the parent(s) and the organization(s).
Evidence of a contract may include:
 - a. Parents personal checks to:
 - The private/professional coach or
 - The organization providing the private/professional coach
 - b. Clear arrangements, in writing, for services being provided
 - c. Recommended coach supervision
 - If contracted private/professional coach instruction time is outside of the high school official practice days, competitions, and/or championships, the athlete's high school coach need not be present. This is a contract between the athlete's parents and the private/professional coach.
 - If the private/professional coach is working with high school athletes at official practices, competitions, and/or championships an approved coach from the athlete's high school must be present and readily available to that athlete.
2. All other coaches working with high school athletes will be approved by respective school boards and must be certified by CIF (NFHS or ASEP approved courses).
3. Responsibilities of private/professional coaches at official high school practices, competitions, and/or championships are as follows:
 - a. Private/professional coaches are subject to the authority of the athlete's school, head coach, the competition officials and resorts.
 - b. Private/professional coaches are to observe all rules and procedures established by the athlete's school, coaches, competition officials, and resorts.
 - c. The head coach of the high school alpine team is responsible for informing private/professional coaches of the following:

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- School board policy for coaching and this sport.
- Policies of their official practices.
- The identity of the competition and championship officials.
The rules of competition

ALPINE SKI TEAM**Boreal****SUPPLIES:**

1. 1 Day Lift Ticket/Rental (Boots, Skis, Poles)	\$119
2. Ski Rental Package +13 yrs.	\$42/day
3. Unlimited Rental w/ Season Pass	\$139
4. Season Pass	\$269

GEAR:

1. Helmet	\$10
2. Ski Boots	\$25
3. Poles	\$10
4. Jacket/Snow pants	\$30
5. Jacket	\$21
6. Snow pants	\$21

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: January 15, 2020

SUBJECT: All Day Kindergarten Program at Durham Elementary School	
PREPARER: Lisa Atlas	
<u>RECOMMENDATION</u>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve <input type="checkbox"/> Accept <input type="checkbox"/> Discuss <input type="checkbox"/> Information Only

BACKGROUND:

A growing number of researchers are discovering that younger children’s access to early education leads to an enhanced ability to read and cognitively perform more effectively throughout their lives. Currently, Durham Unified School District offers kindergarten students a half-day program, from 8:25-11:45 with a 30-minute snack and recess break, allotting 2 hours and 50 minutes for classroom learning time.

In the fall of 2019, all first grade students were administered common benchmarks to assess learning levels. The analysis showed only 55% of our students were on grade level and ready for reading common sight words, 42% were on grade level for basic phonics, and only 16% of the students were reading on grade level.

Full-day kindergarten should provide time to meet both developmentally based instructional needs as well as social needs. Focused time for core instruction in reading, writing, mathematics, science and social studies, as well as visual and performing arts and physical education, as outlined in the state-adopted curriculum frameworks is unrealistic if students are in school for only 2 hours and 50 minutes.

Additionally, Assembly Bill 197, currently being considered, would change current kindergarten requirements by requiring districts to provide a “full-day kindergarten (that) is the same number of minutes per school day that is offered to pupils in 1st grade” by 2022.

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: January 15, 2020

SUBJECT: Durham Unified School District Interim Superintendent Contract	
PREPARER: Lloyd Webb	
RECOMMENDATION	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve <input type="checkbox"/> Accept <input type="checkbox"/> Discuss <input type="checkbox"/> Information Only

BACKGROUND:

This draft of a contract for interim superintendent services is being submitted for review and approval.

DURHAM UNIFIED SCHOOL DISTRICT

INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT

The following is an employment agreement (“Agreement”) between the Durham Unified School District (“Board” or “District”) and Joanne Parsley (“Interim Superintendent”).

1. **Term:** The Board hereby employs Interim Superintendent subject to the terms and conditions set forth below. This Agreement shall commence on February 1, 2020, on a day-to-day basis, and shall terminate when the District hires a permanent Superintendent, or when this Agreement terminates for any other reason, whichever comes first. In no event shall this agreement extend beyond June 30, 2020, unless the parties agree otherwise in a writing signed by both parties.

2. **Interim Superintendent’s Duties:**

General. The Interim Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and his/her job description. The Interim Superintendent shall have primary responsibility for execution of Board Policy and the duties prescribed by Education Code section 35035. The Interim Superintendent shall be the Board’s chief administrative officer.

Personnel Matters. The Interim Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters.

Administrative Functions. The Interim Superintendent shall: (1) review all policies adopted by the Board and make appropriate recommendations; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) perform duties specified in Education Code section 35250; (5) maintain and improve his or her professional competence; (6) establish and maintain positive staff and Board relations; (7) establish and maintain positive community relations by participating in and attending community events and activities; (8) serve as liaison to the Board with respect to all employer-employee relations matters; (9) recommend District goals and objectives to the Board; (10) unless unavoidably detained, attend all regular and special meetings of the Board; (11) serve as secretary to the Board; (12) ensure that the Board is informed at regular intervals of the economic status of the District and ensure that the District’s expenditures in any school year do not exceed its income in any school year unless approved in advance by the Board; (13) serve as the District’s negotiator for negotiations under the EERA (Government Code section 3540 et seq.); (14) properly classify all classified and certificated employees as required by the applicable provisions of California law; and (15) perform such other duties as may be assigned by the Board.

3. **Salary / Duty Days:** The Interim Superintendent shall be paid at the daily rate of \$730.00 for 63 workdays of service provided, less applicable taxes and withholdings. Interim

Superintendent and the Board shall work cooperatively to select a mutually agreeable schedule of duty days. Salary shall be paid monthly and Interim Superintendent will promptly provide District staff information about duty days worked. The Board reserves the right to designate the Interim Superintendent's duty days as the Board determines is consistent with the District's needs. Interim Superintendent agrees that a variable schedule is acceptable.

4. **Benefits:** The Interim Superintendent will not receive health benefits or any other allowances from the District.
5. **Expense Reimbursement:** The District shall reimburse the Interim Superintendent for the actual and necessary expenses incurred by the Interim Superintendent within the course and scope of his or her employment. For reimbursement, the Interim Superintendent shall complete and submit expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Board with copies of the Interim Superintendent's monthly expense reports. The Interim Superintendent's expense claims shall be supported by appropriate documentation prior to and as a condition of reimbursement. Advance Board approval shall be required for any out-of-county travel other than day trips that do not necessitate lodging.
6. **CalSTRS Post-Retirement Employment Notice** The parties acknowledge that the Interim Superintendent is a CalSTRS retiree and is subject to post-retirement employment restrictions set forth in Education Code section 22714, 24214 and 24214.5 and other applicable laws. Interim Superintendent is subject to the annual earnings limitation set by CalSTRS, as that limit may change from time to time. The Interim Superintendent agrees that this paragraph satisfies all notice requirements imposed by law, and agrees he or she shall be solely responsible for monitoring his or her annual compensation to ensure compliance with the earnings limitation. If the Interim Superintendent exceeds the annual earnings limitation set by CalSTRS, he or she shall be solely liable for any penalties or re-payments imposed by CalSTRS.
7. **Applicable Laws:** This agreement is subject to all applicable laws, policies, and regulations of the State of California or District. Such laws, policies, and regulations as now enacted or as enacted in the future are made a part of this agreement as fully as though set forth herein.
8. **Termination of Agreement:**
 - a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.
 - b. **Resignation.** The Interim Superintendent may resign and terminate this Agreement only by providing the Board with at least ten (10) calendar days advance written notice, unless the Parties agree otherwise.
 - c. **Automatic Termination.** This agreement shall automatically terminate without further action by the Board if the District hires a permanent Superintendent, or on June 30, 2020, whichever comes first, and shall not renew. To the extent that notice of termination to either party is required by

law, the parties agree that this provision satisfies all required legal notice provisions.

d. **Unilateral Termination by Board.** The Board may terminate this Agreement without cause or a hearing, in the Board's absolute discretion, by giving Interim Superintendent ten (10) calendar days advance written notice of termination. All payments made pursuant to this termination by Board provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. The parties agree that any damages to the Interim Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination by Board provision constitutes reasonable liquidated damages for the Interim Superintendent, fully compensates the Interim Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Interim Superintendent's sole remedy to the fullest extent provided by law.

e. **Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Interim Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Interim Superintendent solely upon written notice to the Interim Superintendent, and the Interim Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement (e.g., health benefits) as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

9. **Holidays.** The Interim Superintendent shall receive all holidays granted to the District's certificated management employees, but without additional pay.

10. **Vacation.** The Interim Superintendent shall not accrue vacation days nor any entitlement to paid vacation.

11. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District makes no representations regarding the retirement or state/federal tax consequences of this Agreement. The Interim Superintendent shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement and all related payroll and retirement consequences.

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243, *et seq.*, and as a separate contractual obligation, should the Interim Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Interim Superintendent if

the Interim Superintendent is convicted of a crime involving an abuse of the Interim Superintendent's office or position. In addition, if the District funds the criminal defense of the Interim Superintendent against charges involving abuse of office or position and the Interim Superintendent is then convicted of such charges, the Interim Superintendent shall fully reimburse the District all funds expended for his or her criminal defense.

13. **General Provisions.**

- a. **Entire Agreement / Modification.** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement shall supersede all prior oral or written contracts or agreements between the parties executed prior to this date. This Agreement may be modified or superseded only by a written instrument signed by both parties and approved by the Board.
- b. **No Assignment.** The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- c. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Interim Superintendent shall be governed exclusively by the provisions of this Agreement, and not by Board policies, administrative regulations, management handbooks, or other documents.
- d. **Management Hours.** The parties recognize that the demands of the position may require Interim Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Interim Superintendent shall not be entitled to overtime compensation.
- e. **Independent Review.** The parties have had the opportunity to obtain independent legal or other professional advice with regard to this Agreement. The parties have relied upon the advice only of their own attorneys or other representatives.
- f. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose.
- g. **Savings Clause/Severability.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.
- h. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

i. Indemnity. As provided by Government Code sections 825 and 995, the District shall defend the Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Superintendent in the Interim Superintendent's individual or official capacity as an agent and employee of the District. Upon retirement from the District, the Interim Superintendent will continue to be indemnified for any actions taken against him or her to the extent required by law.

j. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board in open session of a regular board meeting as required by law.

Durham Unified School District

Alex DuBose, Board President

Dated: _____, 2020

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that would in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Butte County Office of Education before receipt of my first payroll warrant and I agree to maintain in full force all of my credentials throughout the term of this Agreement.

Dated: _____

Joanne Parsley
Interim Superintendent

DURHAM UNIFIED SCHOOL DISTRICT**Board Meeting Date: January 15, 2020****SUBJECT:** Midway House Asbestos Abatement**PREPARER:** Lloyd Webb**RECOMMENDATION** Approve Do Not Approve Accept Discuss Information Only**BACKGROUND:**

Asbestos abatement for any materials containing greater than 1% content must occur before a structure can be removed. The quote referenced here is for said abatement in the Midway bldg.



Alliance Environmental Services Inc. (AES)

3135 Rae Creek Drive
Chico, CA. 95973
www.alliancehazmat.com

Phone/Fax: (530) 345-8562

CA. Lic. #77627

September 27, 2019

Durham Unified School District
Lloyd Webb, Superintendent
Durham, CA
(408) 607-6322

RE: Bid Proposal for Asbestos Abatement of One Vacant Building Area located at 9501 Midway Durham, CA.

Dear Mr. Webb:

Alliance Environmental Services, Inc. (AES) submits the following quotation and proposal for asbestos abatement services described in the designated scope of work for one (1) vacant office building, located at the above referenced property. Bid proposal is based on client provided information. Alliance Environmental Services, Inc. (AES) will follow EPA Guidelines regarding the removal of asbestos-contaminated materials and state, federal and local regulations regarding the removal of asbestos containing materials.

SCOPE OF WORK PROPOSAL FOR ASBESTOS:

1. Prepare required notifications & submittals to implementing agencies as needed.
2. Set up proper containment of the work area, as specified in protocol below.
3. Remove identified asbestos containing material that are over one percent from the identified areas listed from the asbestos survey.
4. Encapsulate work area when completed with an encapsulant material.
5. Properly transport and dispose of ACM waste.

Exclusions:

1. Proposal does not include usage of any generator equipment to provide power for site.
2. Price does not include Prevailing Wage Labor Rates.

Lump Sum Price per Above Scope of Work

Asbestos Abatement/Demolition..... \$12,914.00

The engineering controls proposed for this project are for enclosed abatement removal. As such, all rooms will have to be enclosed and secured while the work is being performed. All personal belongings must be removed from the rooms and no access to the interior work zone will be permitted during the course of the work. Final disposal of asbestos containing materials will be at an approved disposal facility, licensed to accept asbestos materials.

All work performed under this proposal is subject to our terms and conditions set forth in our Services Agreement. Please contact us if you require further information in this regard. If this proposal and quotation are acceptable to your firm, a completed and signed Services Agreement Contract will be required to initiating our services.

This proposal is valid for a period of sixty (60) calendar days for services to be performed with three (3) months from the date of this proposal.

Thank you in advance for your consideration and we look forward to completing this project for you.

Sincerely,

William E. Irwin, President
Alliance Environmental Services, Inc.
CA Asbestos DOSH #1090
CA Certified Asbestos Consultant #
www.alliancehazmat.com