DURHAM UNIFIED SCHOOL DISTRICT
9420 Putney Drive, Durham, CA 95938
Regular Session Governing Board Meeting Agenda
Wednesday, September 18, 2019
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
      Lance Smith, 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 #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

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ORDER OF AGENDA

H. PUBLIC HEARING:

   1. Sufficiency of Instructional Materials per Education Code 60119
      Posted: August 16th, 2019

I. 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”

J. DISTRICT REPORTS
   1. Students Report
   2. DUTA
   3. MOT
   4. Principals
   5. Business Manager
   6. Superintendent

K. ITEMS FROM THE BOARD

L. CONSENT AGENDA
   7. Accept the 2019-2020 Durham FFA Calendar of Events.
   8. Approve date change of next Board meeting from October 16, 2019 to October 23, 2019.
   9. Approve MOU between Durham Unified School District and Davis Unified School District to participate in the California Agriculture Teachers Induction Program.
  10. Approve MOU between Durham Unified School District and BCOE Induction Program.
  11. Approve the Amendment to Board Resolution #19-17. Change the word “VAPA” to “Performing Art: Drama”.

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12. Approve MOU between Durham Unified School District and Durham Recreation and Park District regarding the facility use of the Durham Recreation and Park District pool for the swim team.

10. Employment
Certificated Hire:

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<td>Kayla Hall</td>
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Certificated FTE Increase:

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<td>Erin Lizardo</td>
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Certificated FTE Decrease:

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<td>Brian Glover</td>
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Classified Hire:

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<td>Bryon McConkey</td>
<td>5.25 Hr. Van/Car Driver</td>
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<td>Kristen Cargile</td>
<td>4 Hr. SPED Para</td>
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<tr>
<td>Dawn Dowdy</td>
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11. Fall Season DHS Coaches 2019-2020

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<tr>
<td>Cross Country</td>
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Winter Season DHS Coaches 2019-2020

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Spring Season DHS Coaches 2019-2020

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DIS Coaches 2019-2020:

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<td>7th Grade Girls</td>
<td>Lauren Himmelsbach</td>
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<td>Basketball</td>
<td>7th Grade Girls Volunteer</td>
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<td>Basketball</td>
<td>7th Grade Boys</td>
<td>Matt Doyle</td>
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Basketball | Volunteer | Kevin Phillips
Basketball | Volunteer | Ben Rocca
Basketball | Volunteer | Fred Montgomery

12. Fundraiser

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<td>Pop Socket Sales</td>
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<td>10/07/2019</td>
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<td>Butte County Landforms/Native Americans,</td>
<td>DES Mrs. Pisenti</td>
<td>10/16/2019</td>
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<td>Oroville Lake Visitors Center</td>
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<td>Patrick Ranch – Pumpkins</td>
<td>DES Mrs. DelCarlo</td>
<td>10/23/2019</td>
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<td>CSUC Farm Pavilion - Chico</td>
<td>DES Mrs. Vernau</td>
<td>11/07/2019</td>
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<td>CSUC Laxon Auditorium - Chico</td>
<td>DES Mrs. Brown</td>
<td>02/21/2020</td>
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<td>Environmental Science Camp</td>
<td>DIS Mrs. Rigsbee</td>
<td>03/23-27/2020</td>
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M. INFORMATION ITEM

N. DISCUSSION/ACTION ITEMS:

1. Adopt Resolution #20-01 Sufficiency of Instructional Materials.


3. Discussion/Action for Selection of the Architect to Implement General Obligation Bond Projects. Alan Chambers, Eagle Architects, presentation. Following passage of the General Obligation Bond, Durham USD solicited a request for qualifications (RFQ) that resulted in the response by architectural firm(s). The intent of the RFQ was to secure an architectural firm responsible for finalization of the needs assessment and implementation of projects over a multi-year timeframe. (supporting materials available for review at the District office)

4. Discussion/Action to approve California Energy Commission Grant for procurement of two (2) electronic buses.

5. Discussion/Action to approve purchase of five (5) portables, located on Durham Unified School District property, to help with student re-location during the Bond projects.

6. Discussion/Action regarding adoption of amendment to CSEA job description, Utility Person.

7. Discussion/Action regarding the relocation of one (1) auto hoist from CTE Building. (This item is returning from the August 21, 2019 DUSD Board meeting.)

8. Discussion/Action of the Superintendent’s contract extension of one year, June 30, 2022; upon receipt of satisfactory evaluation.
O. RETURN TO CLOSED SESSION
P. CLOSED SESSION
Q. RETURN TO OPEN SESSION
R. REPORT OF ACTION TAKEN IN CLOSED SESSION
S. NEXT BOARD MEETING DATE: To be announced
T. 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.
Durham Unified School District
Regular Meeting of the Board of Trustees
Wednesday, August 21, 2019
District Boardroom
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, August 21, 2019 and began at 6:00 pm.

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

A. CALL TO ORDER
President Lance Smith 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
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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
President Smith reconvened Open Session at 7:10 p.m.

E. PLEDGE OF ALLEGIANCE
Trustee Matthew Thorpe led the Pledge of Allegiance.

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

G. ADJUSTMENTS TO ORDER OF AGENDA:
Re: Certificated Resignation: Micaela Mercado School Nurse (correction) from DHS Counselor.
Discussion/Action Item #1 has been resolved and is removed from the Agenda. Discussion/Action Item # 3 will be moved to first consideration on Agenda and Item # 8 will be Tabled until the September 18th, 2019 Board Meeting.

H. ITEMS FROM THE PUBLIC:
- Harry Lindahl addressed the Board regarding Math Courses at Durham High School. He also received information regarding the FFA Fund Raiser Boots and Bow Ties.

I. DISTRICT REPORTS
- **Web Site Update:** Erin Sarcona-Lizardo
- **DUTA:** President Jona O’Shea, Vice President Megan Farley
- **Principals:**
  - Lisa Atlas, Durham Elementary School Principal, welcomed 100+ parents with a parent coffee on the first day of school. It was a great way to meet many of the families in the community. Shout Outs to the staff; there is a calm and engaged learning environment across the school. Collaboration is focused on completing baseline assessments and the best way to create groups for Reading Discovery, class instruction and Special Education Support as they plan for differentiated instruction. Staff meetings will focus on implementation of PBIS, support for behavior and academics. Enrollment: 472
  - Lora Fox, Durham Intermediate School Principal, has great expectations for the new 2019-2020 school year. Thank you DIS staff for a great start, classrooms look wonderful and students are happy. DIS is implementing PBIS, Positive Behavioral Interventions & Supports. She also thanked Durham MOT staff for the preparation of having the school sites ready for the new year. Enrollment: 261
  - Robbin Pedrett, Durham High School Principal, welcomed staff and had the first Collaboration/Staff meeting where everyone received and reviewed a binder with all information for the upcoming year. WASC plan was also reviewed as this will be the year that they begin implementing the WASC “Action Goals”. New staff includes: Christine Spade, DHS Counselor and Kayla Hall, Ag Teacher. Shout Out to Stacey Blake for organizing opening assembly and hosting the back-to-school dance. Thank you to Friends of Agriculture, who are truly dedicated to helping us make our agriculture program stronger! Enrollment: 318
  - MOT Report, by RJ Anderson: Bus routes have been established. There is a need for a Bus Driver and Van Driver. Staff has done a great job preparing our schools for the beginning of the year. Thank you!
  - Marilyn Bertolucci, Director of Special Education, reported that Durham Unified School District has 101 students eligible for special education services. Speech and Pathologist provide services for 25 students. 10 students have educational need that cannot be met within the services of Durham and have been enrolled into programs for their service. DUSD will be provided with an additional counselor from BCOE for students affected by the Camp Fire. The services may increase as they are able to reassess DUSD and the needs of the County as a whole.
• Assistant Superintendent to Business and Operations, RJ Anderson:
  Working to close the books which will be done within the month. The Audit is done and auditors will return in November for their final review. Enrollment is slightly higher than last year.

• Superintendent, Lloyd Webb:
  Working on securing an architect for the Bond project. Purchased air conditioning units. Establishing a master plan for Bond project. The Community Bond Advisor committee is searching for a taxpayer organization member. The sites are implementing Study Island that coincides with MAPP. A big thank you to Lisa Farrage-Johnson for her work with ELA students and their progress. Congratulations to all the principals, MOT crew, RJ and staff for a great start to a new year. Welcome to Lisa Atlas our new Elementary School Principal.

• Board of Trustees: No comments

J. CONSENT AGENDA was approved as presented with the correction of Item #9 Certificated Resignation Micaela Mercado (change from DHS Counselor to School Nurse).

 Moved: Kathy Horn  Second: Alex DuBose  Vote: 4-0  Abstained: 0  Absent: 1

K. INFORMATION ITEMS:
  1. Site Master Schedules

L. ACTION ITEMS:
  1. Action: Discussion/Approval of payment for Volleyball Officials for home games during the 2019-2020 Volleyball season due to unsettled contract between CIF and scheduled officials. (Removed from Action Items)

     After a short presentation to the Board from Brian Whitmore of BCA, the Board voted to table this Action Item for further consideration.

     Moved: Matthew Thorpe  Second: Kathy Horn  Vote: 4-0  Abstained: 0  Absent: 1

  3. Action: Discussion/Approval of Ag support position options and updates. The Board approved support for the Agriculture position pending additional specificity and identification of needs.

     Moved: Kathy Horn  Second: Matthew Thorpe  Vote: 4-0  Abstained: 0  Absent: 1


     Moved: Matthew Thorpe  Second: Alex DuBose  Vote: 4-0  Abstained: 0  Absent: 1

  5. Action: Approval to authorize the Superintendent and Asst. Superintendent to pursue negotiations with Mobile Modular for the purchase or lease of the five portables located on Durham Unified School District property, and currently leased by Paradise Unified School District.

     Moved: Kathy Horn  Second: Alex DuBose  Vote: 4-0  Abstained: 0  Absent: 1

  6. Action: Approval on purchase of Powder Coating Application booth and installation, in the CTE building, of the booth and the oven from MJB Welding Supply.

     Moved: Matthew Thorpe  Second: Kathy Horn  Vote: 4-0  Abstained: 0  Absent: 1
7. **Action:** Approval of the threshold for purchases before Board approval is required. After discussion, the Board approved to leave the Threshold for purchases at the standard set by Ed Code and BP 3300 Expenditures and Purchases – Business and Non Instructional Operations.

   Moved: Alex DuBose  Second: Lance Smith  Vote: 3-1  No Vote: Kathy Horn  Absent: 1

8. **Action:** Approval of the relocation of one (1) auto hoist from CTE building.
   (This item was tabled until the September 18, 2019 Board Meeting.)

9. **Action:** Discussion/Approval of Mandated Block Grant and Actual Cost Reimbursement.

   Moved: Matthew Thorpe  Second: Kathy Horn  Vote: 4-0  Abstained: 0  Absent: 1

10. **Action:** Approval for Disposal of various equipment. Upon review of the various equipment/items, the Board declared them surplus and voted for the auction/disposal of said equipment/items. The Board also requested a concurring list be presented at following Board meetings.

    Moved: Matthew Thorpe  Second: Kathy Horn  Vote: 4-0  Abstained: 0  Absent: 1

M. **ITEMS FROM THE BOARD OF TRUSTEES:** None

N. **RETURN TO CLOSED SESSION:** 8:30 p.m.

O. **CLOSED SESSION:**

P. **RETURN TO OPEN SESSION:** 9:40 p.m.

Q. **REPORT OF ACTION TAKEN IN CLOSED SESSION:** None

R. **NEXT BOARD MEETING DATE:** September 18, 2019

S. **ADJOURNMENT**
   President Smith adjourned the meeting of the DUSD Board of Trustees at 9:45 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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APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

Request is hereby made for the use of the following school property at:
- Elementary School
- Intermediate School
- High School
- Mission High
- District Office
- Other

Please check the facilities needed and include any special instructions needed:
- Multi-Use Room & Stage
- Multi-Use Room & Kitchen
- Classroom No(s): __________
- Library
- Gymnasium
- Boys Shower Room
- Girls Shower Room
- Playfield
- Football Field
- Stage Facilities
- Baseball Field
- Softball Field

Organization/Sponsor: Durham Jr. Trojans football and cheer program

Fees: All users will be charged for staff time outside of normal working hours. School-related users are exempt from facility charges; all others will be billed according to the appropriate fee schedule.

Organization Type:
- School-Related
- Non-Profit
- Religious Group
- For-Profit/Private Business/Group
- Other

Description of Activities: Football games for 2019 Season

The organization/sponsor agrees to and does hereby indemnify and hold harmless the Durham Unified School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
(a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any person, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.
(b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the organization/sponsor arising from any act of neglect, default, omission, negligence or willful misconduct of the organization/sponsor or any person, firm or corporation employed by the organization/sponsor, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off District property.

The organization/sponsor, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the organization/sponsor.

Signature: Rayon Lauderdale Date: 4-22-19
Name and Title or Office Held: President
Address, City, State, Zip: P.O. Box 693, Durham CA 95938
Telephone Number: 530-520-8882

Application approved by: Principal
Date: 5/13/19

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For Business Office Use, only:

Facility charge: # Rooms # Days # Hours Rate $ =$
Additional charges:
- Custodial Hours @ Rate $ (including statutory benefits) =$
- Cafeteria Hours @ Rate $ (including statutory benefits) =$
- Other supplies =$
- Other =$

Grand Total =$

Distribution: White: Site Yellow: Maintenance Pink: Cafeteria Gold: Applicant **Make Copy for Business Office Revised 9/18/17
AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2019, between the DURHAM UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of Client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product
Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. **Termination by Client.** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. **Termination by Mutual Consent or by Attorney.** Attorney may terminate its services at any time with Client’s consent or for good cause. Good cause exists if (a) Client fails to pay Attorney’s Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client’s duty to cooperate with Attorney in protecting Client’s interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. **Following Termination.** Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney’s request; and (iv) Client shall, upon request, be provided the Client’s file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client’s failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client’s acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date
of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client’s acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator’s fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator’s recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by
the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties’ disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator’s qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator’s fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client’s right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client’s right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. **Effect of Termination.** The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.
15. **NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. **ASSIGNMENT.** The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

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<tr>
<th>CLIENT SIGNATURE</th>
<th>ATTORNEY SIGNATURE</th>
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<tr>
<td>Durham Unified School District</td>
<td>Lozano Smith, LLP</td>
</tr>
<tr>
<td>BY <em>(Authorized Signature)</em></td>
<td>BY <em>(Authorized Signature)</em></td>
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<td>Karen M. Rezendes, Managing Partner</td>
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1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate*:

- **Partner** / Senior Counsel / Of Counsel: $275 - $300 per hour
- **Associate**: $215 - $275 per hour
- **Paralegal / Law Clerk**: $135 - $155 per hour
- **Consultant**: $135 - $195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from $300 - $350 per hour.

2. **BILLING PRACTICE**

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. **COSTS AND EXPENSES**

- In-office copying/electronic communication printing: $0.25 per page
- Facsimile: $0.25 per page
- Postage: Actual Usage
- Mileage: IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.
SHADY CREEK OUTDOOR SCHOOL PROGRAM  
Management Services Provided By  
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE  
Tom Reuss, Superintendent  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949  

ENVIRONMENTAL EDUCATION AGREEMENT 2019/2020  

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Durham Intermediate School ("District"). Collectively Superintendent and District shall be referred to as "Parties.")  

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and  

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.  

The Parties agree as follows:  

1. Participation Fee. District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (85) and agrees to pay an amount equal to $255.00 per pupil if scheduled for a five-day week and $234.00 per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). There will be no adjustment to the per pupil fee for students arriving late or leaving early. This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. Final Payment will be due no later than June 15, 2020.  

2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by September 1, 2019 for fall scheduled schools and January 2, 2020 for spring scheduled schools to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Ninety Percent (90%) of the number of Students identified in Section 1.  

3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.  

   a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District’s participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.  

   b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.
b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District’s attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a $500.00 stipend for providing a School Nurse or a $360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of $1/2 the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek facility. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.
8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of $1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, as additional insured. The above described coverage shall be maintained throughout District's participation in the Program. District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

13. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.
14. **Authority.** Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

_Durham Unified_ School District

By: [Signature]

(Authorized signature)

Dated: _9/9/19_

Sutter County Superintendent of Schools

By: [Signature]

Sutter County Superintendent of Schools

Dated: _7/24/19_

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **October 1, 2019.**

The District designates as Program Coordinator:

Name: Lora Fox

Phone: 895-4690

From: Durham Intermediate

(school or office)

**Please provide us with an email address for further correspondence:**

Email: lfox@durhamunified.org

Participating Teachers email address:

kingsbee@durhamunified.org

cselzer@durhamunified.org

jlincoln@durhamunified.org
Durham FFA 2019/2020 Dates

September
18 Steer Meeting 5:30
18 FFA Meeting 6:30
24 GreenHand Leadership Conference
27/28 Central Point Livestock Judging

October
11 Field Day
16 FFA Meeting
26 Haunted Corn Maze?

November
20 Opening/Closing Best Informed GreenHand
20 Livestock Exhibitor meeting 5:30
20 FFA meeting 6:30
23 UC Davis West Coast Elite Livestock Judging
24 Chico State Livestock Judging

December
11 FFA Meeting

January
10/11 or 17/18 Made For Excellence Advanced Leadership Academy
15 FFA Meeting
25 Boots and Bowties

February
1 Boots and Bowties?
8 Redwoods field day
14 Orland Speaking Competition
18 – 21 FFA Week
19 FFA Meeting

March
10 Superior Region Meeting
18 FFA Meeting

April
15 FFA Meeting
21 Fresno Field Day
22-25 State FFA Convention

May
5 State CDE Finals
9 May Day Parade
9 Oyster Feed
13 Chapter Banquet
19 – 25 Silver Dollar Fair
2019-2020 MEMORANDUM OF UNDERSTANDING
for the
California Agricultural Teachers’ Induction Program
between
Davis Joint Unified School District
and
DURHAM UNIFIED SCHOOL DISTRICT (Participating District or LEA)

General
This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as “District” in this MOU) to participate in the California Agricultural Teachers' Induction Program. The effective date of this MOU is September 1, 2019 – June 30, 2020. The terms of this agreement shall remain in force unless mutually amended.

Purpose
The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the 2020-2021 school year is made unless the District notifies the CATIP in writing on or prior to January 31, 2020.

Responsibilities – General
A) CATIP agrees to:
   1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
   2) Provide office space, equipment, and meeting space for program activities;
   3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
   4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
   5) Establish and maintain accurate program records and reports;
   6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
   7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates’ progress toward completion of the program;
   8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
   9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1st and 2nd year Mentors;
  10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
  11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the California Standards for the Teaching Profession (CSTP), Student Content Standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
  12) Provide mentoring skills training to Mentors;
  13) Provide Induction Program training for site administrators/district coordinator;
  14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
  15) Provide materials, facilitation, and presentation support for professional development facilitators;
  16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
  17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the Teacher credential process;
  18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
  19) Establish and maintain an accountability system for all participants;
  20) Collaborate with the Capital Region Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;
California Agricultural Teachers’ Induction Program (CATIP)

School District MOU 2019-2020

21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and

22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.

B) The District agrees to:

1) Appoint a liaison who serves as the programmatic contact in the district, oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers’ Induction Program (including notifying CATIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc):

<table>
<thead>
<tr>
<th>Lloyd Webb</th>
<th><a href="mailto:lwebb@durhamunified.org">lwebb@durhamunified.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of District Coordinator</td>
<td>Coordinator’s Email address</td>
</tr>
<tr>
<td>530-895-4675 x227</td>
<td>PO Box 300, Durham, CA 95938</td>
</tr>
<tr>
<td>Phone</td>
<td>Mailing Address</td>
</tr>
</tbody>
</table>

2) Establish a point of contact in District Accounts Payable for invoicing communication:

<table>
<thead>
<tr>
<th>JILL HERNANDEZ</th>
<th><a href="mailto:jhernandez@durhamunified.org">jhernandez@durhamunified.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Email address</td>
</tr>
<tr>
<td>530-895-4675 x224</td>
<td>PO Box 300, Durham, CA 95938</td>
</tr>
<tr>
<td>Phone</td>
<td>Mailing Address</td>
</tr>
</tbody>
</table>

3) Establish a Purchase Order for invoicing coordination:

<table>
<thead>
<tr>
<th>PO #</th>
<th>$2,250.00/Kayla Hall/ 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Amount</td>
<td>($2,250/Candidate/Year)</td>
</tr>
</tbody>
</table>

(If candidate will be paying for the program themselves indicate that here)

4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers’ Induction Program.

5) Separate CATIP formative assessment information from district employment evaluations.

6) Provide an update about participation with CATIP to the district’s governing board during the tenure of this MOU.

7) Participate in CATIP evaluation.

8) Superintendent or designee coordinator/administrator maintains a position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;

9) The Administrative member of the Advisory Board or District coordinator/administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;

10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;

11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. Those on Special Education Level I Credentials are eligible to complete credential requirements through Induction activities. CTE Teachers are eligible to complete credential requirements, including application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;

12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;

13) Provide appropriate credential and advisement information to the Induction office;

14) Select Mentors according to Induction Program Standards and Mentor Qualifications;

15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;

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California Agricultural Teachers' Induction Program (CATIP)

School District MOU 2019-2020

16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
17) Ensure that all site administrators with mentor(s) and/or Teacher Candidate(s) on staff understand Induction work is not used as an evaluation for employment, have been trained in the Yolo-Solano Teacher Induction program processes and stay current with changing program requirements;
18) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
19) Establish working conditions for Teacher Candidates aligned with Induction Program Standards;
20) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
21) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with Induction Program Policies;
22) Provide Teacher retention data to Induction Program upon request;
23) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
24) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
25) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
26) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
27) Process payment for authorized contracted services; and
28) Provide projection estimates of participating Teachers for the 2020-2021 school year to California Agricultural Teachers' Induction Program by May 15, 2020 for continuing participants and in a timely manner, June 30, 2020 forward, for new participants.

Responsibilities – Fiscal

A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:

1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate twice per academic year. Billing will occur in November for the amount of $1,125 and May in the amount of $1,125 to total $2,250 per academic year with a Net 30-day return;
2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE or CCTC;
3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
4) Abide by the Teacher Expenditure Guidelines;
5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memoranda of understanding.

B) The District agrees to:

1) Approve the designation of a Mentor, by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program;
2) Coordinate any potential compensation of the identified Mentor at the District's rates and policies. Any remuneration to the mentor will be outside of CATIP's purview, and above the annual program cost named herein;
   i) Compensating the mentor is not required, but highly recommended.

1 The District approves Mentors who:
   • Have been identified by CATIP, trained by CATIP, and documented Mentors for agricultural educators;
   • Have experience in the context and the content area of the candidate's teaching assignment (i.e. same teaching assignment, grade level, same type of school);
   • Have a demonstrated commitment to professional learning and collaboration;
   • Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience;
   • Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
   • Will act as an ambassador of the California Agricultural Teachers' Induction Program.

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California Agricultural Teachers’ Induction Program (CATIP)

School District MOU 2019-2020

3) Compensate the identified Mentor for each Teacher Candidate according to rates, policies and procedures at the District-level. The California Agricultural Teachers’ Induction Program must be informed of any changes to this language at least two weeks prior to the start of the Mentor’s obligation to their candidate(s);
4) Payment for services from the California Agricultural Teachers’ Induction Program to be $2,250 per Teacher Candidate per year, non-refundable, no proration;
5) Payment billed based on approved Participant Enrollment Confirmation;
6) Process Mentor and other payments in a timely way based upon approved MOUs and other budget documents; and
7) Provide Mentors and Teacher Candidates release time for training and observation in accordance with program policy.

Program Participation
Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Compliance with Applicable Laws
This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions
Any and all products developed by California Agricultural Teachers’ Induction Program are the exclusive property of the California Agricultural Teachers’ Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers’ Induction Program.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined above:

________________________
Signature

Lloyd Webb
Printed Name

Superintendent
Title

lwebb@durhamunified.org
Email

Durham Unified School District
Organization

________________________
Signature

Bruce Colby
Printed Name

Chief Business Officer
Title

Davis Joint Unified School District
Organization

Revised 8/30/2019
MEMORANDUM OF UNDERSTANDING

Butte Teacher Induction Program
Butte County Office of Education
and
Durham Unified School District

1. General
This Memorandum of Understanding ("MOU") is entered into between Durham Unified School District ("District") and Butte County Office of Education ("BCOE") as partners in the Butte Teacher Induction Program as of September 1, 2019.

2. Purpose
The purpose of this MOU is to establish a formal working relationship between the District and BCOE and to set forth the operative conditions that govern this partnership.

3. Responsibilities -- General
A. BCOE agrees to the following:
   1. employ an Induction Program Director/Administrator ("Program Director");
   2. employ a secretary to support the administration of the Program;
   3. provide workspace for the Program Director and staff – including computers, telephones, and meeting space for program activities;
   4. develop and establish contracts with outside vendors for professional services as needed for participating teacher/mentor professional development;
   5. facilitate a process for equitable distribution of services to participating teachers and mentors in all Butte County school districts;
   6. establish and maintain accurate records and reports;
   7. supply to the California Commission on Teacher Credentialing and the California State Department of Education reports and other information as requested on all matters related to Program requirements and activities and credentialing;
   8. convene an Induction Advisory Council ("Council"), establish regular meetings and provide data on Program requirements and teacher credentialing;
   9. provide formative assessment/CSTP/Content Standards/Induction Standards training for mentors and participating teachers;
   10. recruit and support classroom teachers as professional development facilitators;
   11. process payment for authorized contracted services;
   12. provide materials, facilitation and presentation support for Professional Development Facilitators;
   13. participate in and fund program evaluation, including Accreditation Cycle;
   14. coordinate with CSUC regarding the Program;
   15. initiate continuous contact with the Council, District superintendent and site administrators to provide legal information, clarify roles and responsibilities, and provide verification and accountability specific to teacher credential process;
   16. communicate and advise District personnel directors regarding Program standards, hiring implications and procedures for compliance;
   17. establish, monitor and supervise professional development providers in accordance with Program standards;
   18. establish and maintain an accountability system for mentors, participating teachers. Release accountability report to District two times (winter/spring) per year and upon request;
   19. provide appropriate services to special education mentors and participating teachers;
   20. include a planned process for advising participating teachers about their involvement in the Program, for providing formative feedback about participants' progress toward completion of
the Program, and for arriving at a professional teaching credential recommendation for each participating teacher;
21. plan and implement the Program in compliance with the Professional Teacher Induction Standards;
22. identify and assign a mentor to each participating teacher
23. ensure that each participating teacher receives an average of not less than one hour per week if individualized support/mentoring coordinated and/or provided by the mentor;
24. ensure that the Individualized Learning Plan and goals for each participating teacher is developed within the first 60 days of the teacher's enrollment in the Program; and
25. provide an early option for “experienced and exceptional” candidates who meet the Program’s established criteria.

B. District agrees to the following:
1. provide District office/site personnel to support Program;
2. upon hire assign participating teachers to Program. Eligible candidates include those new to the profession (zero or one year experience as “teacher of record”) who are teaching on preliminary credentials, those prepared out of state and have less than two year's experience, Preliminary (Level 2) Education Specialist candidates and those teaching on non state-funded intern credentials.
   i. This excludes long-term substitute positions with the exception of extended substitute positions, i.e., military leave, extended illness;
3. select and assign mentors according to Program standards;
4. match mentor with participating teacher taking into consideration credentials held; subject matter knowledge; orientation to learning; relevant experience; current assignments; and geographic proximity;
5. ensure that all site administrators with mentor(s) and or participating teacher(s) on staff schedule a minimum of one collaborative meeting per year with mentor/participating teacher partners
6. establish working conditions for teachers aligned with Program standards;
7. provide appropriate support services for teachers assigned to “challenging” settings;
8. ensure core classroom materials for the participating teacher(s); and
9. provide teacher retention data to Program upon request.

4. Responsibilities – Fiscal
A. BCOE agrees to:
1. overall fiscal responsibility for the administration of funds, to include submission of year-end expenditure reports, preliminary and revised budgets, and any other documentation required by CDE or CCTC;
2. develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing Program responsibilities;
3. Issue an S-transfer in the amount of $1,800 for each mentor that completes their mentoring obligations

B. District agrees to:
1. provide funding for each participating teacher in the amount of $3,600/teacher per year
   i. cost includes professional development seminars, virtual professional learning opportunities and mentor stipends
2. issue an $1,800 stipend/candidate to each mentor that completes their mentoring obligations
   i. An S-transfer will be issued from BCOE to District to cover the cost of each mentor stipend
3. The District agrees to provide funding for the following teachers to participate in the induction program:
   - Amy Arendt
   - Dominique Debord
   - Jesse De Mercurio
   - Kate Statton

   **Casey Selzer and Matthew Sakai are also enrolled in the Butte Teacher Induction Program, however, their induction fees are covered by the CalEd Grant.**

4. provide release times, for mentor to observe their participating teacher and/or for participating teachers to participate in classroom observations of a colleague twice per year

5. **Other Conditions**
   Any and all products developed by BCOE and/or via the Program are the exclusive property of BCOE. District, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of BCOE.

6. **Relationship of the Parties**
   Each party enters into this MOU as, and shall continue to be, independent agencies. Under no circumstances shall the District, or any District employee or contractor (collectively, the “District Parties”) be considered an employee of BCOE within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall District Parties look to BCOE as an employer. District Parties shall not be entitled to any benefits accorded to BCOE employees, including, without limitation, workers' compensation, disability insurance, vacation or sick pay.

7. **Term**
   The effective date of this MOU is September 1, 2019. This MOU will be in effect for the 2019-2020 school year and BCOE will initiate an S-Transfer for the amount due by May 29, 2020.

8. **Indemnification**
   District shall and does hereby indemnify, defend, and hold harmless BCOE, and BCOE’s officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that BCOE may incur or suffer and that rise from, or are related to any breach or failure of District to perform any of the representations, warranties and agreements contained in this MOU.

9. **California Law**
   This MOU shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained in Butte County, California.
10. Rule and Regulations
All rules and regulations of each party’s Governing Board and all federal, state, and local laws, ordinances and regulations are to be observed strictly by staff members providing services pursuant to this MOU.

11. Notice
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

12. Entire Agreement of Parties
This MOU constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument by both parties.

By ____________________________  By ____________________________
Signature of Authorized Official  Signature of Authorized District Official
Butte Teacher Induction Program

Date: 8/28/19  Date: ____________________________
RESOLUTION 19-17
Education Code 44256 (b)
(Departmentalized Classroom Assignment)

EC 44256(b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach any subject in departmentalized classrooms below grade 9 if the teacher has completed 12 lower or 6 upper division semester units of course work in the subject to be taught.


WHEREAS, the holder of a Multiple Subject or Standard Elementary credential is authorized to teach, by resolution of the governing board and with the consent of the teacher, any subject in a departmentalized classroom below grade 9 if the teacher has completed twelve semester units of course work, or six semester units of upper division or graduate course work, in the subject to be taught.

WHEREAS, approval for authorization to be assigned to teach in a departmentalized classroom below grade 9 under this education code assignment option must be granted by resolution of the governing board of the school district on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, that the following teacher(s) are authorized to teach in a departmentalized classroom below grade 9 in accordance with EC 44256 (b):

<table>
<thead>
<tr>
<th>TEACHER</th>
<th>CREDENTIAL(S) HELD</th>
<th>SUBJECT to be TAUGHT</th>
<th>GRADE LEVEL</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Farrage-Johnson</td>
<td>Multiple Subject</td>
<td>Performing Art: Drama</td>
<td>1-5</td>
<td>DES</td>
</tr>
<tr>
<td>Stacey Blake</td>
<td>Multiple Subject</td>
<td>Pre-Algebra</td>
<td>7-8</td>
<td>DHS</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Governing Board of the Durham Unified School District at its regular meeting held on the 19th day of June, 2019 by the following vote:

<table>
<thead>
<tr>
<th>AYES:</th>
<th>NOES:</th>
<th>ABSENT:</th>
</tr>
</thead>
</table>

Signed and Approved by the following:

PRESIDENT:
CLERK:
TRUSTEE:
TRUSTEE:
TRUSTEE:
Agreement between Durham Recreation and Park District and Durham Unified School District.

This agreement is entered into this 11th day of April, 2019, in the County of Butte, State of California, by and between the Durham Recreation and Park District, hereinafter referred to as District, and the Durham Unified School District hereinafter referred to as DUSD:

Witnesseth:

District is a recreation and park district created and operating under the Recreation and Park District Act, California Public Resources Code Section 5780, et. seq. District operates and maintains The Dwight Brinson Swim Center, consisting of the pools, office, restrooms, covered picnic area, parking lot, and storage areas presently used by DUSD.

DUSD desires to use The Dwight Brinson Swim Center for its 2019 swim program and related activities, and District agrees to such use, on the terms and conditions set forth below.

Now, Therefore, the parties agree as follows:

The term of this agreement shall be August 5, 2019 through November 5, 2019.

District shall during the term of the agreement make The Dwight Brinson Swim Center available to DUSD for (1) swim team designated practices, (2) three approved meets, structured as dual meets and/or tri meets conducted during the designated practices and meets that have been approved by U.S.A. Swimming. All meet and invitational dates shall be submitted in writing in advance to District for approval. DUSD’s use of the premises shall be in accordance with this agreement and with all applicable federal, state, or local laws, and health and safety regulations, including but not limited to those set forth in Attachment “A”. The schedule for DUSD’s use of The Dwight Brinson Swim Center is set forth in Attachment “B”.

As per the February 21, 2018 DUSD Board Meeting decision, DUSD Swim Team will not be charged the Facility fees until the 2023 Season. The amount of $17,000 was donated towards the pool heater, and will cover the next 5 years of pool service.

DUSD shall at all times employ qualified personnel to supervise, direct, and coach persons participating in its approved practices, meets, and fundraisers or social activities. DUSD shall also supervise non-participants attending programs and activities.

DUSD shall at all times maintain The Dwight Brinson Swim Center in a manner and condition consistent with the health, safety, and general welfare of participants and others attending its approved programs and activities.

DUSD shall at all times protect against destruction or damage to The Dwight Brinson Swim Center, and shall pay for any repairs for damage to or destruction of the
premises associated with its programs and activities or use.

DUSD and all persons participating in its approved programs and activities shall waive and release DISTRICT from liability for any injury to or death of persons, or loss, destruction, or damage to property, occurring in, on or about The Dwight Brinson Swim Center. The waiver and release shall be on a form approved by the DISTRICT.

DUSD shall indemnify and hold DISTRICT and its directors and employees harmless against any and all claims, liability, or loss for any injury to or death of persons, or loss, destruction, or damage to property occurring in, on, or about The Dwight Brinson Swim Center, in any manner associated with its programs and activities or use of the premises, except for liability or loss caused by DISTRICT's willful misconduct or active negligence. Comparative negligence principles shall apply.

DUSD's right to use of The Dwight Brinson Swim Center is revocable. The DISTRICT may terminate this agreement and DUSD's use, with or without cause, upon giving to DUSD, in writing, thirty (30) days notice of its intention to terminate. In the case of termination without cause, payment for use shall be prorated based on days of use, and any unused portion shall be refunded to DUSD.

DUSD shall not assign, sublet, or otherwise transfer any rights or interests granted under this agreement.

This embodies the entire agreement between the parties. Any prior to contemporary agreements, understandings, promises, or representations pertaining to the subject of this agreement not expressly set forth herein are of no force and effect. No waiver, modification, or alteration of the terms of this agreement shall be binding unless made in writing and signed by the parties.

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: ______________________________ DUSD Superintendent

Date: ____________________________
1. All Butte County Health Dept. public swimming pool regulations will be adhered to including but not limited to:

   a. No swimmer shall be allowed to enter pool area without a properly certified U.S.A. Swimming and/or U.S. Masters Swimming Coach on deck.

   b. No swimmer will be allowed into the pool until a chlorine and PH test has been done and results are entered into daily log by DUSD coaches and/or DRPD staff.

   c. No swimmer will enter pool if chlorine level is below 1ppm and PH is below 7.0ppm or above 7.8ppm.

   d. All pool covers must be removed, using the provided rollers, before any swimmers will be allowed in pool, when pool covers are requested to be put on lane lines must be removed first.

   e. Coaches will follow schedule for covering pool between swim hours. Schedule will be provided to DUSD coaching staff by the 1st of each month.

   f. All gates, restroom doors, chemical room doors, and office doors closed and locked before leaving pool area. Chemical room door must be closed and locked when not occupied.

   g. **DUSD** is responsible for ensuring that existing restrooms are not over taxed during all swim meets hosted by DUSD, including dual and tri-meets dates being: Sept. 18, Oct. 9, 23.

   h. **DUSD** will ensure that parking at all swimming events will be in marked designated parking areas and traffic along major roadways will not be impeded. 6 Spaces @ the south end of the parking lot are reserved for District Programming. The District will mark these spaces.
Durham Unified School District

Fund Raising Request Form

All fund raising projects/activities are to be approved by the school principal or the Board of Education at least one month prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTS account, Boosters account, or in the appropriate District account.

School: DHS
Club or Organization: Cheer
Advisor/President: Stacy Ann Button
Purpose of the fund raising project/activity: Cheer needs (2nd mat)
Financial Goal of the project:

- Minor: Estimated Gross: Unknown
- Major: Estimated Gross: 
Estimated Net: $1,500

Nature of project/activity (i.e., car wash):
Pre-order pop socket sale

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning: ASAP
Ending: Nov
Location: N/A

Number of students to be involved: 26 cheerleaders

Date: 9/13/19

Organization Officer’s Signature

Date: 

Advisor’s Signature (if applicable)

Date: 

Principal’s Signature

Date: 

Student Body President’s Signature

Date: 

Superintendent’s Signature (if required)

White: Club
Yellow: File
Pink: ASB Files
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 8/26/19
School Site: D.E.S. Program: 2nd Grade Seat Count: 94
Requesting Party: Samantha Brown Phone: (530) 895-4895 ext. 225 Cell: (530) 566-2008
Purpose of Trip: Lifecycle of Salmon - Feather River Fish Hatchery
Date of Trip: Monday, 10/7/19 Day of Week: Monday
Contact Name: Samantha Brown Cell: (530) 566-2008

TYPE OF TRANSPORTATION REQUESTED

✓ School Bus _____ Charter _____ District Van _____ Parent Driver

Have DMV records been checked for parent driver yes no

Destination: Feather River Fish Hatchery
Address: 5 Table Mountain Blvd. City: Oroville State: CA
Scheduled Departure Time: 8:45 AM Scheduled Return Time: 1:45 PM
Payment Method: ✓ ASB Funds ____ PTS ____ Budget Transfer

APPROVALS:
Principal: [Signature] Date: 8/27/19
Superintendent: [Signature] Date: 8-29-19

Revised Form: 2/25/11
Date Submitted: 9/18/19
School Site: D.E.S. Program: Third Grade Seat Count: 78/80
Requesting Party: Third Grade Phone: Cell:
Purpose of Trip: Butte County Landforms/Native Americans
Date of Trip: October 16, 2019 Day of Week: Wednesday
Contact Name: Ramie Pisenti Cell: 530-518-5759

TYPE OF TRANSPORTATION REQUESTED

X School Bus ___ Charter ___ District Van ___ Parent Driver

Have DMV records been checked for parent driver yes N/A no
Destination: Lake Oroville Visitor Center 538-2219
Address: 917 Kelly Ridge Rd. City: Oroville State: CA
Scheduled Departure Time: 8:25 Scheduled Return Time: 1:30
Payment Method: X ASB Funds ___ PTS ___ Budget Transfer

APPROVALS:
Principal: 
Date: 9/19/19
Superintendent: 
Date: 9/19/19
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 9-9-19
School Site: DES Program: 1st Grade Seat Count: 75
Requesting Party: Dana Del Carlo Phone: ext. 240 Cell: 624-8262
Purpose of Trip: Patrick Ranch - pumpkins
Date of Trip: 10-23-19 Day of Week: Wed
Contact Name: Dana Del Carlo Cell: 624-8262

TYPE OF TRANSPORTATION REQUESTED

X School Bus  ______ Charter  ______ District Van  ______ Parent Driver
Have DMV records been checked for parent driver yes____ no____
Destination: Patrick Ranch
Address: 10381 Midway City: Durham State: Ca
Scheduled Departure Time: 9:10 Scheduled Return Time: 11:15
Payment Method: ______ ASB Funds ______ PTS ______ Budget Transfer

APPROVALS:
Principal: [Signature] 9/10/19  Superintendent: [Signature] 9/1/19
Date: ___________________________ Date: ___________________________
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 8-20-19
School Site: D.E.S. Program: 3rd grade Seat Count: 75-76
Requesting Party: 3rd grade Phone: 530 895-4697 Cell: 530-570-5299
Purpose of Trip: To study agriculture in Butte County
Date of Trip: Nov. 7, 2019 Day of Week: Thursday
Contact Name: Grinni Vernau Cell: 530 570 5299

TYPE OF TRANSPORTATION REQUESTED

[ ] School Bus [ ] Charter [ ] District Van [ ] Parent Driver
Have DMV records been checked for parent driver: yes [ ] no [x]
Destination: OSU Chico's College Farm (Pavilion)
Address: Hagan Lane City: Chico State: CA
Scheduled Departure Time: 8:35 Scheduled Return Time: 11:50
Payment Method: [ ] ASB Funds [ ] PTS [ ] Budget Transfer

[ ] will be reimbursed by Farm City
[ ] see attached sheet for add. billing address

APPROVALS:
Principal: [Signature] Date: 8/21/19
Superintendent: [Signature] Date: 8/23/19

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

Date Submitted: 8/26/19
School Site: D.E.S.  Program: 2nd Grade  Seat Count: 94
Requesting Party: Samantha Brown  Phone: (530) 965-4695 ext. 225  Cell: (530) 566-2008
Purpose of Trip: Chico State Performances - Miss Nelson Has a Field Day
Date of Trip: 2/21/2020  Day of Week: Friday
Contact Name: Samantha Brown  Cell: (530) 566-2008

TYPE OF TRANSPORTATION REQUESTED

✓ School Bus  ___ Charter  ___ District Van  ___ Parent Driver

Have DMV records been checked for parent driver  yes  no

Destination: Laxon Auditorium - Chico State
Address: 400 W. 1st Street  City: Chico  State: CA
Scheduled Departure Time: 8:45AM  Scheduled Return Time: 11:15AM
Payment Method: ✓ ASB Funds  ___ PTS  ___ Budget Transfer

APPROVALS:
Principal: [Signature]  Date: 8/27/19
Superintendent: [Signature]  Date: 8/29/19

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 9/10/19

School Site: DIS Program: 6th Grade Seat Count: 90+

Requesting Party: 6th Grade Phone: Cell:

Purpose of Trip: Environmental Science Camp

Date of Trip: March 23-27, 2020 Day of Week: M-F

Contact Name: K. Rigsbee Cell:

TYPE OF TRANSPORTATION REQUESTED

□ School Bus □ Charter □ District Van □ Parent Driver

Have DMV records been checked for parent driver yes no

Destination: Shady Creek Outdoor School

Address: 18601 Pathfinder Way City: Nevada City State: CA


Payment Method: □ ASB Funds □ PTS □ Budget Transfer

APPROVALS:

Principal: [Signature] Date: 9-10-19

Superintendent: [Signature] Date: 9-12-19
DURHAM UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20-01

SUFINCENCY OF INSTRUCTIONAL MATERIALS

Whereas, the Governing Board of the Durham Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on September 18, 2019 during its regularly scheduled board meeting beginning at 7:00 o’clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Durham Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2019-20 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Durham Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Finding of Sufficient Instructional Materials

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics
Science
History-social science
English/language arts, including the English language development component of an adopted program

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;
Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2019-2020 school year, the Durham Unified School District, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 18th day of September, 2019 at a meeting by the following vote:

AYES:______
NOES:______
ABSENT:______

Attest:

Lloyd Webb, Secretary  Lance Smith, President
Certification of Provision of Standards-Aligned Instructional Materials

The local governing board of the Durham Unified School District hereby certifies that as of this date, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program.

All students who are enrolled in the same course within the Durham Unified School District have standards-aligned textbooks or instructional materials from the same adoption cycle.

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, Section 9531.

For students in grades 9-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by CCR, Title 5, Section 9531.

Certification was approved by the local governing board at a public meeting held on Wednesday, September 18, 2019.

Dated: 9-18-2019

Ed McLaughlin, Clerk
**STATE OF CALIFORNIA**
**GRANT AGREEMENT**
CEC-146 (Revised 1/2014)
COMMISSION

**RECIPIENT**
Durham Unified School District

**AGREEMENT NUMBER**
ARV-19-057

**ADDRESS**
9420 Putney Drive
Durham Ca, 95938

**AGREEMENT TERM**
10/14/2019 to 03/31/2023
The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

**PROJECT DESCRIPTION**
The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- **Exhibit A** – Scope of Work
  - Exhibit A-1 – Schedule of Products and Due Dates
  - Exhibit A-2 – Media Guidelines
- **Exhibit B** – Budget
- **Exhibit C** – School Bus Replacement Terms and Conditions
- **Exhibit D** – Contacts

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<tbody>
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The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

**CALIFORNIA ENERGY COMMISSION**

<table>
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<tr>
<th>AUTHORIZED SIGNATURE</th>
<th>DATE</th>
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</table>

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<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Adrienne Winuk</td>
<td>Contracts, Grants, and Loans Office Manager</td>
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</table>

**RECIPIENT**

<table>
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<th>AUTHORIZED SIGNATURE</th>
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<tr>
<th>CALIFORNIA ENERGY COMMISSION ADDRESS</th>
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<tr>
<td>1516 9th Street, MS 18, Sacramento, CA 95814</td>
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</table>
## Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

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### Customer & Site Information
- **Customer Information:**
  - **Paradise USD**
  - 3361 California Ave
  - Modesto, CA 95358
  - Dean Furio
  - furio@nmrdesign.com
  - 530-222-3300

- **Site Information:**
  - Paradise USD
  - 9455 Putney Drive
  - Durham HS
  - Durham, CA 9538
  - Dean Furio
  - furio@nmrdesign.com
  - 530-222-3300

### Mobile Modular Contact
- Questions?
- Please Contact: Open Sales
- Direct Phone: 1 (866) 459-7600
- Fax:

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### Product Information

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### Special Notes

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

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### Floor Plans

All drawings and specifications are nominal

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### Additional Information

Thank you for contacting Mobile Modular.
• Quote is valid for 30 days
• A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
• Customer’s site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
• Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
• This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC’s standard contract. Security deposit and payment in advance may be required.
• Prices do not include applicable tax.
• Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.
Durham Unified School District
And
CSEA and its Durham Chapter #478
2019-20 Tentative Agreement
August 22, 2019

JOB DESCRIPTION CHANGE:

Utility Person - Additions to Job Description

- Transport students to and from school as needed.

- Must possess a valid fork lift certificate in the first six months of employment.

- Must complete training for and pass the required tests for a California School Bus Driver's License within the first year of employment.

CONFIDENTIALITY STATEMENT

Each individual in this position is granted access to confidential data and information. It is every employee's responsibility to preserve the security and confidentiality of the information he uses. Individuals are required to abide by all applicable Federal and State guidelines and District policies regarding confidentiality of data including, but not limited to, the Family Education Rights and Privacy Act (FERPA). FERPA protects student information and may not be released without proper authorization.
UTILITY PERSON

GENERAL DESCRIPTION:

Under supervision of the Manager of Maintenance, Operations and Transportation performs various maintenance and construction duties, performs routine grounds duties and routine custodial duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs routine building and maintenance work and/or grounds related duties on assigned district and school grounds.
- Performs carpentry, painting, plumbing, electrical, welding and cement work.
- May operate a variety of light and heavy power equipment to perform maintenance, construction and grounds related work.
- Assists head grounds person in a variety of tasks including, but not limited to the following: water, trim and mow lawns, prune trees and shrubs, repair sprinklers and water lines.
- Performs duties for the general cleaning of the school buildings, classrooms, hallways, multi-use rooms, cafeterias, and surrounding areas.
- Performs special custodial work including moving, arranging, and setting up furniture and equipment for sporting and special events and meetings.
- Sets and disarms burglary alarm system as necessary, locks and secures buildings, turns off lights.
- Transports goods and foods from one location to another.
  - **Transport students to and from school as needed.**
  - Must be able to transfer from task to task and work independently.
  - Performs other related duties as assigned.

DESIRABLE Qualification's:

KNOWLEDGE OF:

- Tools, materials and standard practices of the trades.
- Good work safety practices.
- Methods and equipment used in custodial work.
- The use of tools and materials of gardening.

ABILITY TO:

- Follow written and oral instructions while working independently.
- Acquire new skills quickly.
- Work cooperatively with others.
- Use a variety of power tools safely. Use tools and equipment for landscape maintenance and gardening safely.
- Perform heavy physical labor.
- Ability to sit, stand, walk, crouch, kneel, squat, twist, climb and lift up to 50 lbs.
  - Exposure to noise, outdoors, chemicals and mechanical hazards.

EXPERIENCE:

- One-year experience in a construction trade or similar position.

EDUCATION:

- High School Diploma or California High School Proficiency Exam certificate.

DUSD
Updated: 8-23-2018
LICENSE AND CERTIFICATES:

- Possess a valid California driver's license.
- **Must possess a valid forklift certificate in the first six months of employment.**
- **Must complete training for and pass the required tests for a California School Bus Driver's License within the first year of Employment.**

CONFIDENTIALITY STATEMENT

Each individual in this position is granted access to confidential data and information. It is every employee's responsibility to preserve the security and confidentiality of the information he she uses. Individuals are required to abide by all applicable Federal and State guidelines and District policies regarding confidentiality of data including, but not limited to, the Family Education Rights and Privacy Act (FERPA). FERPA protects student information and may not be released without proper authorization.