DURHAM UNIFIED SCHOOL DISTRICT

Regular and Annual Organizational Meeting of the Board of Trustees
Wednesday, December 18, 2019

6:00 p.m. ORGANIZATIONAL MEETING

CLOSED SESSION IMMEDIATELY FOLLOWING
(RETURN TO OPEN SESSION AT 7:00 P.M.)
District Boardroom
9420 Putney Drive, Durham, CA 95938

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ANNUAL ORGANIZATION OF GOVERNING BOARD
   1. Election of Board Officers:
      Election of Board President
      Election of Board Clerk
      Appoint Secretary (Employee)
   2. Establishment of 2020 Regular Board Meeting Dates, Times, and Location

D. MOVE TO CLOSED SESSION

E. CLOSED SESSION
   1. Conference with Labor Negotiators Agency designated representatives:
      Board President, Unrepresented Employee(s): Superintendent
      (Government Code 54957.6)
   2. Conference with Labor Negotiators Agency designated representatives: Superintendent
      Lloyd Webb
      Employee Organizations: Administrative, CTA, CSEA, and Classified Confidential
      (Government Code 54957.6)
   3. Public Employee Discipline / Dismissal / Release / Complaint
      (Government Code 54957)
   4. Public Employee Performance Evaluation: Superintendent
      (Government Code 54957)
   5. Public Employee Appointment/Employment: Superintendent
      (Government Code 54957)
   6. Student Expulsion: Pursuant to Education Code section 35146. The Education code
      requires closed session in these cases to prevent disclosure of confidential student record
      information. (1-Student #2019-1)

F. RETURN TO OPEN SESSION
G. REPORT OF ACTION TAKEN IN CLOSED SESSION

H. ADJUSTMENTS TO ORDER OF AGENDA

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. (BB9323)

“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 x 227 or by email lwebb@durhamunified.org

J. DISTRICT REPORTS
1. DUTA
2. Principals:
   DHS – Cheer Presentation
   DIS –
   DES –
3. Business Manager /MOT
4. Superintendent
5. Board of Trustees

K. CONSENT AGENDA

   1-4

   5-6

   7-13

4. Approve / Renew Southern Oregon University Credit Training Agreement.
   14-15

5. Approve Butte-Glenn Community College District Articulation/Credit by Examination Course Request for Plant and Soil Science course taught at Durham High School. (Informational material for public review at the District Office.)
   16

6. Approve Butte-Glenn Community College District Articulation/Credit by Examination Course Request for ROP Welding Fabrication course taught at Durham High School. (Informational material for public review at the District Office.)
   17

8. Approve request for Professional Development Funds for Wes Bill attending SolidWorks World 2020, February 8-12, 2020 in Nashville, TN.


18. Employment:

<table>
<thead>
<tr>
<th>Administration Retirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td>Lloyd Webb</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificated Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
</tr>
<tr>
<td>School Nurse</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classified Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
</tr>
<tr>
<td>Custodian 1</td>
</tr>
</tbody>
</table>

19. DHS Coaches 2019-2020

<table>
<thead>
<tr>
<th><strong>Sport</strong></th>
<th><strong>Position</strong></th>
<th><strong>Coach</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Boys Soccer</td>
<td>Volunteer</td>
<td>Juan Ortiz</td>
</tr>
<tr>
<td>Wrestling</td>
<td>Volunteer</td>
<td>Nick Maximov</td>
</tr>
<tr>
<td>Girls Soccer</td>
<td>Volunteer</td>
<td>Natalie Jones</td>
</tr>
<tr>
<td>Girls Soccer</td>
<td>Volunteer</td>
<td>Mike Jones</td>
</tr>
</tbody>
</table>

L. INFORMATION ITEMS:

M. DISCUSSION/ACTION ITEMS:
1. **Action**: Review and Approval of Measure X Facility Needs Assessment. Presentation by Brett H. Merrick - Vice President SchoolWorks, Inc. 
(For public review at the District Office.)

2. **Action**: Approve Tentative Agreement between CSEA and Durham Chapter #478 and Durham Unified School District.

3. **Action**: Approval of the First Interim Budget. (For public review at the District Office.)

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

5. **Action**: Approval to Schedule a Special Board meeting for Budget Process Training.

6. **Action**: First Reading/Adoption of Mandated Board Policy Updates. (These updates are available for public review at the District Office.)

7. **Action**: Adoption of 2020 Board Meeting Calendar.

**N. ITEMS FROM THE BOARD**

**O. CLOSED SESSION**

**P. RETURN TO OPEN SESSION**

**Q. REPORT OF ACTION TAKEN IN CLOSED SESSION**

**R. NEXT BOARD MEETING DATE:** To Be Announced

**S. ADJOURNMENT**

Notes:

*Agenda item documents are available for public inspection during regular business hours at the District Office.

**Handout will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227
Durham Unified School District

Regular Meeting of the Board of Trustees
Wednesday, November 13, 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, November 13, 2019 and began at 5:30 pm.

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

Trustees Absent:

Staff Members Present: Superintendent Lloyd Webb, Assistant Superintendent to Business and Operations RJ Anderson, District Secretary Tina Blenn, Principals: Lisa Atlas, Lora Fox, Robbin Pedrett and Director of Special Education Marilyn Bertolucci

Staff Members Absent: None

A. CALL TO ORDER
President Lance Smith called the DUSD Board of Trustees meeting to order at 5:30 pm.

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION

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

D. RETURN TO OPEN SESSION
Board Clerk Ed McLaughlin reconvened Open Session at 7:00 p.m.

E. PLEDGE OF ALLEGIANCE
Superintendent Lloyd Webb led the Pledge of Allegiance.

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

G. ADJUSTMENTS TO ORDER OF AGENDA: Clerk McLaughlin moved Principal Pedrett’s presentation of Durham Swim athletes to the next item on the agenda.
H. ITEMS FROM THE PUBLIC:
Dawn Dowdy: Cross Country Track Coach requested policy regarding finance for athletes who excel into State competition. This honor requires travel, hotel and food expenses beyond the average sport schedule.
Jynaia Badie: Addressed the Board regarding the 2019 football season.
Michael Murasko: Supporting the request of Coach Dowdy.

I. DISTRICT REPORTS:

- **DUTA:**
  President Jona O’Shea representing DUTA, gave school activity updates.
  3rd graders learning about agriculture and recently went on a field trip to the Chico State University Farm. The 1st graders are studying pilgrims and the First Thanksgiving. 4th graders are practicing their play about the Gold Rush, led by Lisa Farrage-Johnson. Kameron/Randall, DES Custodians are doing a great job keeping our school clean!!
  Megan Farley, DUTA Vice President: Togetherness Day, a big gathering was held on Friday, November 8 at DHS. This was a time for the students to come together with activities, relax and reflect. It was a Re-take the day day.

- **Principals:**
  Lisa Atlas, Durham Elementary School Principal:
  The Mother/Son Super Hero night was a huge success with about 175 in attendance. Report cards and parent conferences went well. K/1st graders learning about Pilgrims and the first Thanksgiving with a planned feast. DES had over 1,000 signed in volunteers between August – October. The PBIS team has developed an incentive program for Tiger Bucks given to students caught being responsible, respectful and safe. Thank you for supporting a positive and productive environment at DES.
  Collaboration is focused on student growth. Staff meetings are concentrating on stating a clear measurable objective, emphasizing criteria for success to all students. Enrollment: 477

Lora Fox, Durham Intermediate School Principal:
Staff meetings and Collaboration continue. Progress reports will go out November 15. The DIS Winter Wonderland Dance is scheduled for December 6. The 7/8th grade Winter Band Concert will be December 9 followed on December 12 with the 6th grade Band Concert. Girls Basketball season is in full swing. Shout Outs to DHS for hosting the Flavored Tobacco & Vaping Forum held on November 6. A huge thank you to Boots, Bids, and Bytes Technology Committee! What a great fundraising event. Last but not least, is a big thank you to the parent volunteers for another successful Medieval Feast for the 7th grade class. Enrollment: 259

Robben Pedret, Durham High School Principal:
Introduced Gina Schweitzer, Swim Coach for Durham High School. She in turn introduced the swimmers who attended the Master Championships November 2, 2019 at Shasta College.

- Jillian Larraabe Senior, 200 IM 4th place, 100 Fly 4th place
- Celina Allen Senior, 200 IM 13th place, 100 Breast 9th place
- Gabe Owen Senior 200 IM 3rd place, 100 Free 6th place
- Nick Jenkins Senior 200 IM 9th place, 100 Fly 12th place
- Maddox Schweitzer Junior 200 Free 1st place, 100 Free 2nd place
- Maddox Schweitzer, as a top 3 swimmer, was considered for Swimmer of the Year.
- Liam Parrot Junior, 50 Free 1st place, 100 Free 3rd place

All 4 boys competed in the 200 Free relay and placed 1st.
All 4 boys competed in the 400 Free relay and placed 3rd.
With only 4 boys swimming, Durham placed 4th overall!!
Durham High School:
Working toward achieving more academic success. Basketball season is here. Cross Country had championships November 9th. Wrestling has just begun with a packed season.
We have submitted our CTEIG Grant to support our CTE courses and pathways. DHS hosted a VAPING informational meeting with DIS for all concerned parents. On November 8, DHS hosted a barbeque that was paid for by Durham Exchange Club. The High School gathered with time to relax, enjoy some music by our Jazz band and Mr. Atkinson and play some games. It set a good tone and felt like we needed to come together as a school community.
A big shout out to Erika Montgomery and Kristen Cargile for their work on the Boots, Bytes and Bids fundraiser. Together DIS and DHS may receive over $60,000. Thank you!
Enrollment: 317

- **Special Education Director, Marilyn Bertolucci:**
  Current needs for accommodations at DUSD:
  DES K-5 has 20 students, 14 additional have high needs.
  DIS 6-8 have a combination of 27 students with needs.
  DHS 9-12 have 23 with needs and 8 with high needs.
  The California Department of Education has completed the follow-up review of the student level documents Durham Unified provided to demonstrate 100% percent compliance for the Prong II Disproportionality Review. No further action is required for the 2017-2018 Disproportionality Review. The needs of the students at DUSD who are eligible for special education services are becoming more diverse. Students are demonstrating greater academic, social emotional and behavioral needs. This is a trend not only for DUSD but for Butte County and California. DUSD Special Education Services will need to adapt to meet the needs of the students in order to continue to offer a Free Appropriate Public Education (FAPE).

- **Assistant Superintendent to Business and Operations, RJ Anderson:**
  Audit went smooth with no surprises. 1st Interim budget revisions in the works. Be presented at the next Board meeting. Buying Buses through CEC see print out. Bus chargers will be added to bus barn. Additional chargers will be added outside the barn for visiting schools.

- **Superintendent, Lloyd Webb:**
  Commended Robert Anderson for his work at DUSD. Superintendent Webb also extended his appreciation to all Administrators at Durham. The Superintendent then announced his resignation effective as of February 1, 2019.
  He was given accolades by Clerk of the Board Ed McLaughlin and Trustee Alex DuBose who added how much character Webb showed by holding the position of Superintendent and High School Principal at the beginning of his tenure. Trustee Thorpe and Horn both wished him all the best in his future endeavors.

- **Board of Trustees:** None

**J. CONSENT AGENDA** was approved as read.

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

**K. INFORMATION ITEMS:**

1. 2019 SBAC Results and Review
L. ACTION ITEMS:

1. **Action:** Approval of March 2018 Board Policy Updates. These updates are available for review at the District Office.

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

2. **Action:** Approval of updates to Travel Reimbursement Policies.

   Moved: Alex DuBose    Second: Matthew Thorpe    Vote: 3-1    Abstained: 0    Absent: 1
   Kathy Horn opposed this motion.

3. **Action:** Approval of the Proposal for Durham Unified Teachers Association Early Retirement Incentive Agreement.

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

4. **Action:** Approval of the Proposal for Classified School Employees Association Early Retirement Incentive Agreement.

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

M. ITEMS FROM THE BOARD OF TRUSTEES: None

N. NEXT BOARD MEETING DATE: December 18, 2019

O. ADJOURNMENT

   Clerk of the Board Ed McLaughlin adjourned the meeting of the DUSD Board of Trustees at 8:20 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.
Durham Unified School District
SPECIAL Meeting of the Board of Trustees
Monday, November 25, 2019
4:00 PM Closed Session ~ 4:30 PM Open Session
District Board Room

Minutes
A Special Meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room on Monday, November 25, 2019.

Trustees Present: Alex DuBose, Kathy Horn and Ed McLaughlin
Trustees Absent President Lance Smith and Trustee Matthew Thorpe
Administration Present: Superintendent Lloyd Webb and District Secretary Tina Blenn

A. Call to Order
Ed McLaughlin, Clerk of the Board, called the meeting to order at 4:00 p.m. in the Durham Unified School District Board Room.

B. Moved to Closed Session

C. Closed Session
1. Conference with Labor Negotiators Agency designated representatives:
   Board President Todd Southam, 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)

D. Return to Open Session: 4:45 p.m.

E. Pledge of Allegiance:
   Trustee Alex DuBose led the Pledge of Allegiance.

F. Report of Action Taken in Closed Session:
   No action taken

G. 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”

H. Discussion/Action: Approval of Superintendent Job Search Agreement between DUSD and BCOE, presented by Mary Sakuma, Butte County Superintendent of Schools/Butte County Office of Education. This Agreement hires Butte County Office of Education to facilitate the job search for the Superintendent of Durham Unified School District.

Motion: Alex DuBose Second: Kathy Horn Vote: 3-0 Abstained: _ Absent: 2

I. Next Board Meeting Date: Wednesday, December 18, 2019

J. Adjournment: 5:06 p.m.
Board Report

RegPay123
<table>
<thead>
<tr>
<th>Amount</th>
<th>Comment</th>
<th>Check Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.31</td>
<td>7/11/2019</td>
<td>246.24</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>52.95</td>
<td>7/11/2019</td>
<td>495.41</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>71.00</td>
<td>7/11/2019</td>
<td>56.65</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>66.20</td>
<td>7/11/2019</td>
<td>144.69</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>942.00</td>
<td>2/7/19</td>
<td>472.95</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>59.66</td>
<td>2/7/19</td>
<td>376.64</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>436.20</td>
<td>2/7/19</td>
<td>141.89</td>
<td>11/12/2019</td>
</tr>
</tbody>
</table>

The preceding checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the

Appeal
3005-16714
11/12/2019
Due to, Alison A.

Pendent, Any C.
3005-16714
11/12/2019
Montgomery, Erica C.

Plummer, Matthew J.
3005-16714
11/14/2019
Counts, Colleen M.

du m 16714
3005-16714
11/14/2019

US Bank Of Cal. Finance Service
3005-16714
11/12/2019

Siger Pest Control Inc
3005-16714
11/12/2019

School Specialty Inc
3005-16714
11/12/2019

Retail Guru Chicago
3005-16713
11/12/2019

Really Good Stuff
3005-16713
11/12/2019

Pro Pacific Fresh
3005-16713
11/12/2019

Fiscal Building Supply
3005-16713
11/12/2019

Office Depot
3005-16713
11/12/2019

Northern Recycling & Waste
3005-16713
11/12/2019

Gould Star Foods
3005-16713
11/12/2019

Check Date
11/10/2011 through 11/30/2011

Board Report

Repayable
<table>
<thead>
<tr>
<th>Amount</th>
<th>Comment</th>
<th>Check</th>
<th>Pay to the Order of</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.80</td>
<td>-</td>
<td>3.80</td>
<td></td>
</tr>
<tr>
<td>0.70</td>
<td>-</td>
<td>0.70</td>
<td></td>
</tr>
<tr>
<td>0.10</td>
<td>-</td>
<td>0.10</td>
<td></td>
</tr>
<tr>
<td>0.76</td>
<td>-</td>
<td>0.76</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
<tr>
<td>0.04</td>
<td>-</td>
<td>0.04</td>
<td></td>
</tr>
</tbody>
</table>

**Board Report**

**RegPay12d**
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/18/19</td>
<td>Lowe's Credit Services</td>
<td>3000-165266</td>
<td></td>
</tr>
<tr>
<td>11/19/19</td>
<td>Curriculum Associates Inc.</td>
<td>3005-152265</td>
<td></td>
</tr>
<tr>
<td>11/19/19</td>
<td>Butte City Office of Education</td>
<td>3005-162264</td>
<td></td>
</tr>
<tr>
<td>11/19/19</td>
<td>Avis West Lockbox</td>
<td>3005-162263</td>
<td></td>
</tr>
<tr>
<td>11/19/19</td>
<td>Wells Supply</td>
<td>3005-152262</td>
<td></td>
</tr>
<tr>
<td>11/19/19</td>
<td>Access Information Protected</td>
<td>3005-162261</td>
<td></td>
</tr>
<tr>
<td>11/19/19</td>
<td>WJVM Virginia C</td>
<td>3005-162260</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Waggon &amp; Waggon Market</td>
<td>3005-161769</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Volunteers Specialists</td>
<td>3005-161768</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Volunteers Specialists</td>
<td>3005-161767</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Toilex Paint &amp; Hardware</td>
<td>3005-161766</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Skyway Tool Center</td>
<td>3005-161765</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Recycling Butte Coalition Counties</td>
<td>3005-161764</td>
<td></td>
</tr>
<tr>
<td>11/14/20</td>
<td>Pearson Education Inc</td>
<td>3005-161763</td>
<td></td>
</tr>
<tr>
<td>11/14/19</td>
<td>Payroll Filing</td>
<td>3005-161762</td>
<td></td>
</tr>
<tr>
<td>Fund Recap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>--</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund</td>
<td>Description</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>1.00</td>
<td>9,497.83</td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>1.00</td>
<td>7,000.00</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>1.00</td>
<td>4,797.25</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>1.00</td>
<td>1,944.61</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>1.00</td>
<td>494.87</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>1.00</td>
<td>30.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Number of Checks:** 497

**Date:** 11/30/2019

**Purpose:** Board Report

**Reimbursement:** Dr. and Mr. Board Member

---

**Fund Recap:**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>76</td>
<td>1.00</td>
<td>9,497.83</td>
</tr>
<tr>
<td>75</td>
<td>1.00</td>
<td>7,000.00</td>
</tr>
<tr>
<td>74</td>
<td>1.00</td>
<td>4,797.25</td>
</tr>
<tr>
<td>73</td>
<td>1.00</td>
<td>1,944.61</td>
</tr>
<tr>
<td>72</td>
<td>1.00</td>
<td>494.87</td>
</tr>
<tr>
<td>71</td>
<td>1.00</td>
<td>30.00</td>
</tr>
</tbody>
</table>

**Total Number of Checks:** 497

**Date:** 11/30/2019

**Purpose:** Board Report

**Reimbursement:** Dr. and Mr. Board Member
The preceding checks have been issued in accordance with the District's Policy and Authorization of the Board of Trustees. It is recommended that the

<table>
<thead>
<tr>
<th>Check Amount</th>
<th>Expensed Amount</th>
<th>Comment</th>
<th>Pay to the Order of</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>497.11'35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>497.11'35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Number of Checks: 81

Checks Dated 11/01/2019 through 11/30/2019

Board Report

RegPay12d
ADVANCED SOUTHERN CREDIT TRAINING AGREEMENT

THIS AGREEMENT is by and between the Durlman High School (hereinafter referred to as "Vendor") and SOUTHERN OREGON UNIVERSITY (hereinafter referred to as "SOU").

WHEREAS, VENDOR wishes to receive compensation for time and material preparation expended by its teachers for certain Advance Southern Credit (hereinafter referred to as "ASC") training meetings held at SOU.

WHEREAS, SOU is qualified to provide quality training at such meetings on behalf of VENDOR.

THEREFORE, SOU and VENDOR hereby agree as follows:

A. TERM: THIS AGREEMENT will be valid from October, 24th 2019 through June, 30th 2022

B. SERVICES: SOU shall provide the following services on behalf of the VENDOR:
   1) Meetings to be held on SOU campus.
   2) SOU will provide meeting space.
   3) SOU will provide trained faculty in the appropriate subject area to lead training sessions.

C. SERVICES: VENDOR shall provide the following services
   1) Teachers from the above mentioned school or school districts will complete a range of items prior to meetings as requested by the coordinating ASC faculty at SOU.
   2) Teachers shall be present at the date and time of ASC meetings and will sign in at those meetings.

D. PAYMENT: SOU will pay the vendor via one of the options below. The option for payment will be determined by the participating SOU department[s] in its sole discretion prior to the commencement of the program meetings. Payment shall comprise of either:
   1) One-hundred dollar ($100) to be paid directly to the school or school district referenced above for every teacher who is present and accounted for at the ASC Meeting at ; or
   2) Compensation equivalent to the current substitute teacher rate in an amount not to exceed $240 for each teacher who is present and accounted for at the ASC Meeting.

E. PAYMENT TERMS:
   1) If SOU elects to pay a stipend pursuant to Section D(1), such stipends will be paid automatically by SOU within three weeks following the ASC meeting based on the number of teachers in attendance from the above referenced school or school district.
   2) If SOU elects to instead pay compensation for substitute teachers pursuant to Section D(2) above, such compensation will be paid within 30 calendar days of SOU’s receipt of an invoice from the above mentioned school or school district. Invoices shall be sent to:

   Southern Oregon University
   c/o SOU Service Center
   1250 Siskiyou Boulevard
   Ashland, OR 97520
ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between parties. There are no promises, agreement, conditions or understand, either oral or written, between the parties other than those set forth in the Agreement with the exception of official addendums signed by all parties.

FOR: Durham High School

Lloyd Webb
By
Title Superintendent
Signature
Date 11/12/2019

FOR: Southern Oregon University

Gregory M. Perkinson
By
Title VP for Finance and Administration
Signature
Date 11/12/2019
In an effort to prepare high school students for college and motivate students to become successful college students, Durham High School requests Articulation/Credit by Examination for the Plant and Soil Science course taught at the high school.

**Academic Years:** 2019 to 2021  
**Name of High School Teacher:** Kayla Hall  
**Mailing Address:** 9455 Putney Dr., Durham, CA 95938  
**Email Address:** khall@durhamunified.org  
**Phone #:** 530-895-4685

**Prospective Articulated College Course:** AGS 20 - Plant Science  
**Units:** 3  
**Recommended assessment level(s):** Reading Level IV; English Level IV; Math Level II

Upon approval of Course Request Form and execution of Articulation Agreement, college credit for high school students will be awarded upon completion of high school course with grades of B or better and 70% or higher on credit-by-exam. High School instructor will administer the credit-by-exam, provided by the Butte College department, to his/her students, and will turn in grades at the end of the academic year, no later than June 30th.

Staff from both districts have consulted with appropriate representatives, have reviewed course outlines and credit-by-exam materials in order to coordinate instruction and student learning objectives, and approve moving forward with the Articulation Agreement.

### HIGH SCHOOL ACTION

<table>
<thead>
<tr>
<th>High School Instructor</th>
<th>X Approved</th>
<th>☐ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Kayla Hall</td>
<td>Signature: Kayla Hall</td>
<td>Date: 12/03/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High School Principal</th>
<th>X Approved</th>
<th>☐ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Robin Pedrett</td>
<td>Signature: Robin Pedrett</td>
<td>Date: 12/04/19</td>
</tr>
</tbody>
</table>

### COLLEGE ACTION

<table>
<thead>
<tr>
<th>Department Chair</th>
<th>☐ Approved</th>
<th>☐ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CTE Transitions Coordinator</th>
<th>☐ Approved</th>
<th>☐ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Dean</th>
<th>☐ Approved</th>
<th>☐ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vice President of Instruction</th>
<th>☐ Approved</th>
<th>☐ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

### Attachments

1. Butte College Course Outline  
2. High School Course Outline  
3. Credit-by-Exam

**REVISED** SPRING 2019
In an effort to prepare high school students for college and motivate students to become successful college students, Durham High School requests Articulation/Credit by Examination for the ROP Welding Fabrication course taught at the high school.

**Academic Years:** 2019 to 2021  
**Name of High School Teacher:** Wes Bill  
**Mailing Address:** 9455 Putney Dr., Durham, CA 95938  
**Email Address:** wbill@durhamunified.org  
**Phone #:** 530-895-4685  

**Prospective Articulated College Course:** WLD 20 - Beginning Welding  
**Units:** 4  
**Recommended assessment level(s):** Reading Level III; English Level II; Math Level II

Upon approval of Course Request Form and execution of Articulation Agreement, college credit for high school students will be awarded upon completion of high school course with grades of B or better and 70% or higher on credit-by-exam. High School instructor will administer the credit-by-exam, provided by the Butte College department, to his/her students, and will turn in grades at the end of the academic year, no later than June 30th.

Staff from both districts have consulted with appropriate representatives, have reviewed course outlines and credit-by-exam materials in order to coordinate instruction and student learning objectives, and approve moving forward with the Articulation Agreement.

### HIGH SCHOOL ACTION

<table>
<thead>
<tr>
<th>High School Instructor</th>
<th>□ Approved</th>
<th>□ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Wes Bill</td>
<td>Signature: [Signature]</td>
<td>Date: 12/03/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High School Principal</th>
<th>□ Approved</th>
<th>□ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Robbin Pedrett</td>
<td>Signature: [Signature]</td>
<td>Date: 12/04/19</td>
</tr>
</tbody>
</table>

### COLLEGE ACTION

<table>
<thead>
<tr>
<th>Department Chair</th>
<th>□ Approved</th>
<th>□ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CTE Transitions Coordinator</th>
<th>□ Approved</th>
<th>□ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Dean</th>
<th>□ Approved</th>
<th>□ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vice President of Instruction</th>
<th>□ Approved</th>
<th>□ Not Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**Attachments**

1. Butte College Course Outline  
2. High School Course Outline  
3. Credit-by-Exam

REVISED SPRING 2019
AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of November 25, 2019 by and between the Butte County Office of Education, ("BCOE") and Durham Unified School District ("DUSD"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Purpose.** The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached Exhibit "A" ("Services").

2. **Term.** Services shall commence on December 2, 2019 and will continue until July 1, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Payment.** Compensation shall be as set forth in Exhibit "B" as the proposed fee for Services.

4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.

5. **Additional Services.** In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

6. **Indemnification.** The DUSD agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the DUSD’s performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the DUSD shall reimburse BCOE for all costs, attorney’s fees, expenses and liabilities associated with any resulting legal action. The DUSD shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

The BCOE agrees to indemnify, defend, and hold harmless DUSD, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on DUSD arising out of the BCOE’s performance on this Agreement, except for liability resulting from the negligent or willful misconduct of DUSD, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless DUSD under this Agreement, the BCOE shall reimburse DUSD for all costs, attorney’s fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek DUSD approval of any settlement that could adversely affect the DUSD, its officers, agents or employees.

7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party’s course of business.
8. Anti-Discrimination. It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

9. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

10. Notice. Any notice required or permitted to be given under this Agreement 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, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:
Butte County Office of Education
Attn: Mary Sakuma
1859 Bird Street
Oroville, CA 95965
Email: msakuma@bcoe.org

If to DUSD:
Durham Unified School District
Attn: Lloyd Webb,
Superintendent/Designee
9420 Putney Drive
Durham, CA 95938
Email: lwebb@durhamunified.org

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

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

12. Assignment. The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.

13. Arbitration. The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator’s award may be entered in any court having jurisdiction thereof.

a. The Parties shall select one arbitrator pursuant to the AAA’s Commercial Arbitration Rules.
b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.

14. **California Law.** This Agreement 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 Agreement shall be maintained in Butte County.

15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

18. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

19. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

20. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

21. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
22. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby Incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

**BCOE:**
- **Dated:** 12/3/19
- **BUTTE COUNTY OFFICE OF EDUCATION**
- **Signed By:** [Signature]
- **Print Name:** Mary Sakuna
- **Title:** Superintendent

**DUSD:**
- **Dated:** 1/9/19
- **DURHAM UNIFIED SCHOOL DISTRICT**
- **Signed By:** [Signature]
- **Print Name:** Lloyd Webb
- **Title:** Superintendent
Exhibit "A"
Scope of Services

Butte County Office of Education (BCOE) will assist the Durham Unified School District Board of Trustees (Board) in recruitment and selection of a new superintendent by providing the following services:

1. Preliminary paper screening of all applications received;

2. Confidential reference checks of applicants selected for interview;

3. Assistance with all phases of the interview process including contacting and scheduling candidates, developing a bank of effective interview questions, preparing the board and others involved in the interview process prior to commencement of interviews, facilitation of the interviews and analysis process with the board following completion of interviews; and

4. Assistance with the employment contract of the new superintendent.

Additionally, BCOE will provide, upon request and without further compensation, governance training for the Board and new superintendent, goal setting with the Board and new superintendent; and follow up mentoring of the new superintendent for the 2020 - 2021 school year.

Consultation expenses with legal counsel, if necessary, will be the DUSD's responsibility.
Exhibit "B"
Fee for Services

The services listed in Exhibit "A" shall be provided for a sum not to exceed Eight Thousand Dollars ($8,000.00).

Remuneration shall cover all costs incurred by BCOE to provide the above services, even if actual costs exceed the agreed-upon sum.
Durham Unified School District
Request for Professional Development Funds

Requestor: Wes Bill

Conference Title: (please attach flyer) solidworks world 2020

Dates: Feb 8-12, 2020

Costs (please itemize):

- Full Conference Pass $695.00
- Wanna Get Away $ 159.00 Fit # 5680/4171
- Southwest Airfare 159.00 Fit # 221/5773 + taxes
- Hilton Garden Inn $ 916.00 + taxes
- $ 1929.00 + taxes

Hilton Garden Inn
305 Korean Veterans Blvd
Nashville, TN

Description of Workshop:
Collaborate w/designers, engineers, business leaders to learn & implement innovative tools & technologies that help shape the world of design today & tomorrow.

Updated software usage for solidworks.

Attendance in the past has facilitated CAM class growth from 1 to 2 classes & positively affected student achievement.

Requestor Signature

Principal Signature

Business Dept. Signature

Please use CTE1G funding:
01-6387-0-5200-3800-1000-36387-3000-000
Surplus Items

Durham Unified School District
Board Meeting ~ December 18, 2019

1. Old Track Hurdles
2. Old Track Pads located near containers at Baseball Field.
3. Football Pads located in District Warehouse.
Durham Unified School District
And
CSEA and its Durham Chapter #478
2019-20 Tentative Agreement
December 10, 2019

The Durham Unified School District and California School Employees Association (CSEA) Durham Chapter #478 have tentatively agreed, subject to ratification by the Board of Trustees and the Association membership, to settle contract negotiations for the 2019-20 contract year as follows:

1. Special Projects Secretary – Increase of 6 working days for a total of 210

2. Article VII – Professional Dues or Fees and Payroll Deductions (see attached)

3. Article XXIV – Duration of Agreement (CSEA proposes a three year term)

ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement represents the entire agreement between the Board and the Association and shall become of full force and effect from July 1, 2018 2019, and shall continue in full force and effect until Midnight June 30, 2018-2022.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this 16th day of November 2016

DURHAM UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

______________________________
Lance Smith, President, Board of Trustees

______________________________
Debbie Slightom, Chapter President
6. Appendix B – Salary Schedule
   • **Note:** New employees will not be placed on a step below the minimum wage rate. Step I and II are inactive.
   • To the extent federal and/or state minimum wage laws require an increase in minimum wage that affects any cell on the classified salary schedule, minimum wage will be implemented in accordance with legal requirements on the statutorily required effective date of any minimum wage increase without further negotiations notwithstanding the status of the parties labor negotiations, if any, at the time the mandatory minimum wage increases must be implemented by law. Nothing in this provision shall be interpreted as a waiver of wither parties’ right to otherwise negotiate wages, hours and terms and conditions of employment.

7. Appendix D – Side letter Agreement (see attached)

Lloyd Webb  
DUSD Superintendent

12/10/19  
Date

Debbie Sliightom  
Durham CSEA #478 – President

12-10-19  
Date
TENTATIVE AGREEMENT

BETWEEN

DURHAM UNIFIED

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND IT'S DURHAM CHAPTER No. 478

The above referenced parties to this agreement have met and negotiated over the decision and effects of Professional Dues or Fees and Payroll Deductions. As a result of these negotiations the parties agree as follows:

ARTICLE VII
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Dues Deduction: Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Deductions will be from the regular salary check of the employee each month for ten (10) months.

2. Maintenance of Membership: The district and the Association agree that any unit member who is a member of the Association upon the effective date of this agreement or who becomes an Association member during the term of this agreement shall maintain membership for the duration of the agreement.

3. Agency Fees: Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of continued employment:
   a. Become a member of the Association
   b. Pay to the Association an agency fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association, however the employee may authorize payroll deduction for such fee in the same manner as provided in
paragraph 1 of this article.

e. In the event that an employee shall not pay such fee directly to the association or authorize payment through payroll deductions, as provided in paragraph 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code section 45168 of this and in the same manner as set forth in paragraph 1 of this article. There shall be no charge to the Association for such mandatory agency fee deduction.

4. Religious Beliefs

a. Any employee who is member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such employee shall pay in lieu of a service fee sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
   - United Fund
   - American Cancer Society
   - American Heart Association

Such payment shall be made on or before September 5 of each school year.

b. Proof of payment pursuant to paragraph 4.a. above shall be made on an annual basis to the district as a condition of continued exemption from the provisions of paragraphs 1 and 2 of this article. Such proof shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 5 of each school year. The association shall have the right of inspection in order to review said proof of payment.

c. Any employee making payments as set forth in paragraph 4.a. and 4.b. of this article, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

5. District Responsibilities: With respect to all sums deducted by the district
pursuant to authorization of the employee, whether for membership dues or equivalent fees, the district agrees promptly to remit such monies to the association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the association, and indicating any changes in personnel from the list previously furnished.

6. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this article.

7. Indemnification and Hold-Harmless:

a. The Association agrees to pay to the district all reasonable legal fees and legal costs incurred by the district in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The association agrees that payments under this provision shall be made on a semi-annual basis.

b. The Association agrees to indemnify and hold the district harmless from any award or judgment which may result from a court action or administrative action referenced in paragraph 7.a. above.

e. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 7.a. or 7.b. shall or shall not be compromised, resisted, defended, tried or appealed.

1 Membership and Dues Deduction:

1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US _ (2018), expressing District’s desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District’s duty to bargain effects of Janus decision.

1.2 The District shall not interfere with the terms of any agreement between CSEA and the District’s employee with regard to that employee’s membership in CSEA, including but not limited to automatic renewal
yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2 Dues Deduction:

2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

2.4 There shall be no charge by the employer to CSEA regular membership dues deductions.

3 Membership Information

3.1. The District shall take all reasonable steps to safeguard the privacy of CSEA members’ personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

3.2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

3.2 The District shall use its best efforts to filter out outsiders’ emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.
4. Hold Harmless Provision:

4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Debbie Slightom, President
CSEA’s Durham Chapter #478

Lloyd Webb, Superintendent
Durham Unified School District

Lisa McClelland, LRR
CSEA
CAMPUS SUPERVISOR

GENERAL DESCRIPTION:

Under supervision of the site principal, patrols and monitors supervises assigned campus areas and immediate adjacent areas to ensure a safe and orderly environment on the school campus; coordinates Saturday school attendance assignments and detentions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- **Establish positive relationship with staff, students and community.**
- Patrols and supervises campus when students are not under direct supervision of a teacher including but not limited to restrooms, dining areas, parking lots, eating areas before school and during break and lunch times. perimeter areas to enforce school rules with regard to safety and student behavior. This would include driving, substance abuse, tobacco use, tardiness, truancy, and potential student conflicts.
- Responds to rule infractions.
- Reports all acts of vandalism, theft, and other serious violations of school rules and Suspicious and unauthorized activity to site principal.
- Assists site principal in questioning, taking statements and securing photographs or Other evidence pertaining to property damage and serious rule or safety violations.
- **Monitors security system cameras to help deter misbehavior and identify individual's behavior.**
- Monitors security system cameras to help deter misbehavior and identify individuals responsible.
- Administers routine disciplinary clerical functions including scheduling of students for detention and Saturday School assignments, follow up for students who have not served disciplinary assignments and maintaining records and files as necessary.
- Works with secretary overseeing attendance to identify student patterns of truancy and tardiness, initiate student or parent contacts, and refer to site principal.
- Serves as student contact for site attendance policies, serve as liaison to SARB, and schedule Saturday School assignments for truants.
- Coordinates site drug testing and liaison with drug testing agency, serve as liaison for drug sniffing dogs and coordinate resources for drug and alcohol suppression.

On campus, Monitor student activity that may involve substance abuse, possession, Alternatively, sales on or near campus, refer to principal students suspected of being under the influence or in possession.
- Performs other related duties as assigned.

DESI RABLE QUALIFICATIONS:

KNOWLEDGE OF:

- Board and site policies; student behavioral expectations.
- Efficient clerical practices including basic word processing and databases.
- Appropriate telephone etiquette.

ABILITY TO:

- Be organized with attention to detail
- Meet timelines and prioritize assigned tasks
- Use good judgment interactions with staff, parents, students
- Communicate clearly and directly
- Maintain confidentiality
EXPERIENCE:

- One or more years of experience working with school children; training in and recognition of drug/alcohol related behaviors.

EDUCATION:

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

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 s/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.

12-10-19
Deanie Segutom

12/17/19
SPECIAL EDUCATION PARA EDUCATOR

GENERAL DESCRIPTION:
Under supervision of the Director of Special Education and/or designee Site Principal, assists with the instruction of students primarily in the areas of core curricular, social behavior, or other assigned subject areas, working with individuals or groups of students.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists with the instruction of special education students.
- Assists in implementing instructional materials and curriculum for special education students, according to their IEP and student needs.
- Coordinates with the teacher to assure that proper and appropriate instructional techniques are being used.
- Performs clerical work required for class recordkeeping and operates standard office equipment.
- Communicates with staff about the students' progress.
- Communicates with parents or guardians about the students' progress as requested by the teacher.
- Monitors students' progress in mainstreaming situations as requested by the teacher.
- Assists teacher in monitoring pupils in the classroom and supervising students on field trips, recess and other activities.
- Assists the teacher in preparing materials for instruction.
- Communicates personal and educational needs of students to the appropriate staff.
- Assists teacher in the administration of tests.
- Maintains confidentiality of student information.
- Prepares lecture notes for students as necessary.
- Records and monitors daily homework assignments on bulletin board as posted/assigned by teacher.
- May include lunchroom and yard duties before and during school hours.
- Attends and completes training as required.
- Performs other related duties as assigned.

DESIRABLE QUALIFICATIONS:

KNOWLEDGE OF:

- Basic language arts and math skills.
- Efficient clerical practices.

ABILITY TO:

- Follow directions and function within program guidelines.
- Work well with others in a school setting.
- Work well with students.
- Operate office machines equipment and computers.
- Performs routine clerical duties with speed and accuracy.
PHYSICAL ABILITIES:

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job duties.
- Require vision (which may be corrected) to read small print.
- Require the mobility to stand, stoop, reach and bend. Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Require the ability to stand for long periods.
- Require the ability to walk long distances.
- Perform lifting, pushing and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- Is subject to inside environmental conditions.
- May be required to work around foul odors.
- May be required to work around loud noise.
- Follow Universal Precautions as outlined by OSHA guidelines and established District policies.
- Special handling of all body fluids and blood products.

EDUCATION:

- In accordance with the Federal No Child Left Behind (NCLB) Act (P.L.10-110) each Special Education Para educator must demonstrate compliance and verification of one of the following 1) 48 semester units from an accredited college or university; 2) Associate's degree or higher; 3) Passage of another district approved NCLB Local Assessment Test.
- Under California Education Code 4534.5 each Instructional Para educator must show proficiency in basic reading, writing, and mathematics skills. This proficiency will be shown through the completion of a high school diploma, or successful passage of the GED test.
- Minimum of two years' experience with general computer operations. Additional education in information services or a related field preferred.

LICENSE AND CERTIFICATES:

- Within the first 6 months of employment, the employee must obtain First Aid /CPR Certificates and maintain thereafter.

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 s/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.

12-10-19

Debbie Egstrom

filed with

12/10/19
DURHAM UNIFIED SCHOOL DISTRICT
AND
DURHAM CSEA CHAPTER #478
SIDE LETTER AGREEMENT

1. CSEA Chapter #478 and Durham Unified School District Side Letter Agreement:

   A. The parties agree to re-open compensation for the purposes of ensuring parity with other bargaining units in the event that:

   • any bargaining unit receives more in total compensation, or any component thereof, in any of the three (3) years of the compensation agreement, or
   • any bargaining unit receives more in total compensation, or any component thereof, over the course of the three (3) full years,
   • the compensation agreement for any other bargaining unit is structured differently than the compensation agreement contained in this tentative agreement.

Lloyd Webb, Superintendent
Durham Unified School District

12/10/19
Date

Debbie Slightom
CSEA President #478

12-10-19
Date
SITE ELIGIBILITY WALK NOTES
& PRELIMINARY DESIGN

FLEET001295860
DURHAM UNIFIED SCHOOL DISTRICT
9420 PUTNEY DR.,
DURHAM, CA 95938
NOVEMBER 12, 2019

LOCATION MAP
N.T.S.
## SITE WALK MEETING INFORMATION

**WALK DATE:** 10-30-2019  
**WALK TIME:** 10:00:00 AM  
**SITE ADDRESS:** 9420 PUTNEY DR., DURHAM, CA 95938  
**MAJOR CROSS STREETS:** DURHAM DAYTON HWY. & MIDWAY  
**SITE HOST CONTACT:** RJ ANDERSON - (530) 895-4675  
**OTHER ATTENDEES:** BC&F: STEFFAN KIFER, ROBERT FRANCIS  
PG&E: JOEL IABRIA

### SITE INFORMATION

<table>
<thead>
<tr>
<th>PROJECT TYPE:</th>
<th>SCHOOL DISTRICT</th>
<th>TRANSIT AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO</td>
<td>YES</td>
</tr>
</tbody>
</table>

| DAC          | NO              | YES            |

| SELECTED CHARGER & MODEL: | WATZILLA UNO WITH HYDRA RX CONTROLLER |

| CHARGER QUANTITY: | 6 |

| LOAD LIMITING | NO | YES |

<table>
<thead>
<tr>
<th>CHARGER LOCATION</th>
<th>INDOOR</th>
<th>OUTDOOR</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CHARGER STYLE</th>
<th>SINGLE PORT PEDESTAL</th>
<th>DUAL PORT PEDESTAL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CHARGER POWER TYPE</th>
<th>LEVEL 1</th>
<th>LEVEL 2</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TRANSFORMER</th>
<th>NEW</th>
<th>REPLACE</th>
<th>OTHER:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SOURCE XFMR TYPE</th>
<th>PAD MOUNT</th>
<th>OVERHEAD</th>
</tr>
</thead>
</table>

| SOURCE XFMR SIZE | 75 KVA |

<table>
<thead>
<tr>
<th>SOURCE XFMR VOLTAGE</th>
<th>208V</th>
<th>240V</th>
</tr>
</thead>
</table>

| STEP-DOWN XFMR REQUIRED? | NO | YES |

| STEP-DOWN XFMR SIZE | N/A |

<table>
<thead>
<tr>
<th>SWITCHGEAR</th>
<th>NEW</th>
<th>EXISTING</th>
</tr>
</thead>
</table>

| DISTRIBUTION PANEL | NO | YES |

---

**CONSULTANT**  
Blair Church & Flynn Consulting Engineers  
450 Davis Avenue  
Suite 700  
Garden, California 93023  
Tel: (559) 320-6455  
Fax: (559) 320-6456

**SITE ELIGIBILITY WALK**  
SITE WALK BY: MAX SPARKS  
DATE: 10-30-2019  
SHEET NO. 1 OF 3 SHEETS
<table>
<thead>
<tr>
<th><strong>DURHAM UNIFIED SCHOOL DISTRICT</strong></th>
<th><strong>SITE INFORMATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DISTRIBUTION PANEL SIZE</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>IS DESIRED CHARGER LOCATION KNOWN</strong></td>
<td></td>
</tr>
<tr>
<td>□ NO</td>
<td>□ YES</td>
</tr>
<tr>
<td><strong>ARE THERE ON GOING OR FUTURE PROJECTS PLANNED FOR THE SITE?</strong></td>
<td></td>
</tr>
<tr>
<td>□ NO</td>
<td>□ YES</td>
</tr>
<tr>
<td><strong>IF YES, EXPLAIN:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FLOOD ZONE INFORMATION:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ZONE X - AREA OF MINIMAL HAZARD</strong></td>
<td></td>
</tr>
<tr>
<td><strong>IS THE SITE WITHIN AN ENVIRONMENTALLY / ARCHEOLOGICALLY SENSITIVE AREA?</strong></td>
<td></td>
</tr>
<tr>
<td>□ NO</td>
<td>□ YES</td>
</tr>
<tr>
<td><strong>IF YES, EXPLAIN:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EXISTING PROTECTIVE MEASURES AT TRANSFORMER LOCATION</strong></td>
<td></td>
</tr>
<tr>
<td>□ CURB</td>
<td>□ POST / BOLLARD</td>
</tr>
<tr>
<td>□ SET BACK</td>
<td>□ NONE</td>
</tr>
<tr>
<td><strong>EXISTING PROTECTIVE MEASURES AT METER/CHARGER LOCATION</strong></td>
<td></td>
</tr>
<tr>
<td>□ CURB</td>
<td>□ POST / BOLLARD</td>
</tr>
<tr>
<td>□ SET BACK</td>
<td>□ NONE</td>
</tr>
<tr>
<td><strong>DRAINAGE &amp; NUISANCE WATER</strong></td>
<td></td>
</tr>
<tr>
<td>□ NO</td>
<td>□ YES</td>
</tr>
<tr>
<td><strong>NOTES:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SECURITY/VANDALISM RISKS</strong></td>
<td></td>
</tr>
<tr>
<td>□ NO</td>
<td>□ YES</td>
</tr>
<tr>
<td><strong>NOTES: LOCATED WITHIN THE BUILDING</strong></td>
<td></td>
</tr>
<tr>
<td>** POTENTIAL IMPACTS DURING CONSTRUCTION:**</td>
<td></td>
</tr>
<tr>
<td><strong>FLOW OF TRAFFIC</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TEMPORARY LOSS OF BAY USE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER SITE IMPACTS AND CONCERNS:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AS-BUILTS</strong></td>
<td></td>
</tr>
<tr>
<td>□ NO</td>
<td>□ YES</td>
</tr>
</tbody>
</table>
TTM NOTES:

1. THE PROPOSED TRANSFORMER HAS BEEN MOVED CLOSER TO THE EXISTING VAULT LOCATION WHICH RESULTS IN A SIGNIFICANTLY SHORTER TTM DESIGN. THE SHIFT IN THE TRANSFORMER LOCATION IS DUE TO A BETTER UNDERSTANDING OF THE PROPOSED CHARGER LOCATIONS.

BTM & GENERAL NOTES:

1. THE CUSTOMER SELECTED CHARGERS ARE WATZILLA UNO WITH THE HYDRA-RX LOAD MANAGEMENT SYSTEM INSTEAD OF THE CLIPPER CREEK CHARGERS ORIGINALLY SELECTED. THESE CHARGERS ARE BEING RECOMMENDED BY LIBERTY PLUGINS TO MEET THE CALIFORNIA ENERGY STAR CERTIFICATION REQUIREMENTS TO GET ADDITIONAL REBATES FOR THE SCHOOL BUS CHARGERS.

2. THE CHARGER ALLOCATION HAS CHANGED: (5) BUS, (1) FORKLIFT.

3. THERE IS AN EXISTING DIESEL FUEL TANK NEAR THE PROPOSED TRANSFORMER AND METER LOCATION. 20' CLEARANCE MUST BE MAINTAINED.


5. PROPOSED CHARGERS WILL BE WALL MOUNTED INSIDE THE GARAGE. THE SITE HOST WOULD LIKE TO MOUNT THE CHARGERS HIGHER AND PULL THE CHORD DOWN TO THE BUSES TO AVOID HAVING TO INSTALL BOLLARDS INSIDE THE GARAGE DUE TO LIMITED BAY SPACE.
**PROJECT SUMMARY**

**BILL OF MATERIALS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TTM 75kVA 208/120V UTILITY TRANSFORMER</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>BTM 400A, 208/120v, 30 METER SERVICE (COMBINATION) - PEDESTAL MOUNT</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>BTM HYDRA CONTROLLER</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>BTM AUXILIARY CABINET</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>BTM 3/4&quot; RMC CONDUIT</td>
<td>LF</td>
<td>450</td>
</tr>
<tr>
<td>BTM 1 1/4&quot; RMC CONDUIT</td>
<td>LF</td>
<td>500</td>
</tr>
<tr>
<td>TTM 5&quot; PVC CONDUIT</td>
<td>LF</td>
<td>90</td>
</tr>
<tr>
<td>TTM 4&quot; PVC CONDUIT</td>
<td>LF</td>
<td>20</td>
</tr>
<tr>
<td>BTM (3) #3 AWG THHN-2 CU + (1) #3 AWG THHN-2 CU EGC</td>
<td>LF</td>
<td>70</td>
</tr>
<tr>
<td>BTM (2) #12 AWG THHN-2 CU + (1) #12 AWG THHN-2 CU EGC</td>
<td>LF</td>
<td>25</td>
</tr>
<tr>
<td>BTM #18 AWG THHN-2 CU</td>
<td>LF</td>
<td>60</td>
</tr>
<tr>
<td>TTM 76SAL OPX</td>
<td>LF</td>
<td>90</td>
</tr>
<tr>
<td>TTM (2) 50 AL 25KV</td>
<td>LF</td>
<td>106</td>
</tr>
<tr>
<td>TTM 16&quot; WIDE OPEN CUT HARDSCAPE</td>
<td>LF</td>
<td>30</td>
</tr>
<tr>
<td>TTM 18&quot; WIDE OPEN CUT SOFTSCAPE</td>
<td>LF</td>
<td>65</td>
</tr>
<tr>
<td>TTM RESTORE CONCRETE</td>
<td>SF</td>
<td>30</td>
</tr>
<tr>
<td>TTM RESTORE SOFTSCAPE</td>
<td>SF</td>
<td>100</td>
</tr>
<tr>
<td>BTM CORE DRILL THROUGH WALL 3/4&quot; DIAMETER</td>
<td>EA</td>
<td>6</td>
</tr>
<tr>
<td>BTM CORE DRILL THROUGH WALL 1 1/4&quot; DIAMETER</td>
<td>EA</td>
<td>6</td>
</tr>
<tr>
<td>TTM BOLLARDS</td>
<td>EA</td>
<td>5</td>
</tr>
</tbody>
</table>

**STALL AND STATION COUNT**

<table>
<thead>
<tr>
<th>IMPACTED EXISTING</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD STALLS</td>
<td>6</td>
</tr>
<tr>
<td>PROPOSED EV CHARGING</td>
<td>6</td>
</tr>
<tr>
<td>FLEET STALLS</td>
<td>6</td>
</tr>
<tr>
<td>EV CHARGING STATIONS</td>
<td>6</td>
</tr>
<tr>
<td>LEVEL 2 (15,2 KVA) SINGLE PORT - PEDESTAL MOUNT</td>
<td>6</td>
</tr>
</tbody>
</table>

**SITE WALK NOTES:**

**TTM**

1. THE PROPOSED TRANSFORMER HAS BEEN MOVED CLOSER TO THE EXISTING VAULT LOCATION WHICH RESULTS IN A SIGNIFICANTLY SHORTER TTM DESIGN. THE SHIFT IN THE TRANSFORMER LOCATION IS DUE TO A BETTER UNDERSTANDING OF THE PROPOSED EV CHARGER LOCATIONS.

**BTM**

1. CUSTOMER'S SELECTED CHARGERS WILL BE THE WATTZILLA UNO WITH THE HYDRA-RX LOAD MANAGEMENT SYSTEM INSTEAD OF THE CLIPPER CREEK CHARGERS. THESE CHARGERS ARE RECOMMENDED BY LIBERTY PLC/AVS TO MEET THE CALIFORNIA ENERGY STAR CERTIFICATION REQUIREMENTS IN ORDER TO GET ADDITIONAL REBATES FOR THE SCHOOL BUS CHARGERS.
2. THE CHARGER ALLOCATION HAS CHANGED. (5) CHARGERS WILL BE FOR THE SCHOOL BUSES AND (1) CHARGER WILL BE FOR THE FORKLIFT.
3. THERE IS AN EXISTING DIESEL FUELING TANK NEAR THE PROPOSED TRANSFORMER AND METER LOCATION. WE WILL NEED TO MAINTAIN A 20' CLEARANCE FROM THE DIESEL FUELING TANK.
5. CHARGERS ARE PROPOSED TO BE WALL MOUNTED IN THE GARAGE. THE SITE HOST WOULD LIKE TO MOUNT THE CHARGERS HIGHER AND PULL THE CORD DOWN TO THE BUSES TO AVOID HAVING TO INSTALL PROTECTION SUCH AS BOLLARDS IN THE GARAGE DUE TO A LIMITED SPACE IN THE BAYS.

**SYMBOL LEGEND:**

- TTM BOLLARD
- ELECTRIC VEHICLE SINGLE PORT WATTZILLA UNO WALL MOUNT CHARGER
- BTM 400A, 208/120V, 30 METER SERVICE (COMBINATION)
- PG&E 75kVA 208/120V UTILITY TRANSFORMER
- TTM UNDERGROUND CONDUIT LINE
- BTM OVERHEAD CONDUIT LINE TO EVSE
- BTM OVERHEAD CONDUIT LINE TO EVSE
- LIMITS OF WORK

**SCOPE OF WORK:**

PROJECT SCOPE INCLUDES (6) STANDARD EV FLEET STALLS. THE STALLS ARE LOCATED IN THE EAST SIDE OF GOODSPER RD. THE EV STALLS WILL BE SERVICED BY WALL MOUNT EVSE. SEE DETAILED SITE LAYOUT FOR MORE INFORMATION.

**CONSULTANT:** Blair & Church & Flynn Consulting Engineers

**DRAWN BY:** DANIEL HERNANDEZ

**CHECKED BY:** MAXWELL SPARKS

**DATE:** 11-12-2019

**SCALE AS NOTED**

**OF 1 SHEETS**
November 21, 2019

Durham Unified School District
9420 Putney Drive
Durham, CA 95938

RE: FLEET001295860

Dear RJ Anderson,

Congratulations! We are pleased to extend Durham Unified School District an invitation to join PG&E’s EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for 9420 Putney Drive, Durham, CA 95938. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:
- Offer description
  - Rebate and/or incentive description
  - Preliminary design
- EV Fleet Program Terms and Conditions ("Contract")

Immediate action items:
- Sign and return Contract
- Provide purchase order (as defined, below) for vehicles

By signing this Contract, I hereby confirm my participation in PG&E’s Fleet Electrification program and acknowledge that:
- I agree to the minimum number of charging ports and charger location specified in the attached preliminary design;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;
- If I do not submit required documentation (signed easement; etc.) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist my application and/or cancel my participation in the program; and
- My EV Charger meets the Safety Checklist requirements and has networking protocols. I agree to ensure that EVSE network connectivity is in good condition for at least five years from the date of activation.

Contract version revised 8.7.19
Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the Make-Ready Incentive option. PG&E will design, construct, own and maintain EV supply infrastructure to the meter only. Durham Unified School District will design, build, own, operate, and maintain the behind the meter make-ready infrastructure, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described below, on a per vehicle basis.

Along with the make-ready incentive option, you are eligible for an Incentive of up to $23,000. Below is a summary of the qualified allowance under the make-ready incentive:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Incentive</th>
<th># of Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation refrigeration units, truck stop electrification, ground support equipment &amp; forklifts</td>
<td>$3k per vehicle</td>
<td>1 Forklift</td>
</tr>
<tr>
<td>School buses, local delivery trucks, and other vehicles</td>
<td>$4k per vehicle</td>
<td>5 School Buses</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Type (Total)</th>
<th>Incentive (Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis</td>
</tr>
<tr>
<td></td>
<td>1 Forklift x $3,000 = $3,000</td>
</tr>
<tr>
<td></td>
<td>5 School Buses x $4,000 = $20,000</td>
</tr>
<tr>
<td></td>
<td>Total of $23,000</td>
</tr>
</tbody>
</table>

Please note, in all instances, you will be responsible for procuring and installing all charging stations. PG&E will not own and maintain any facilities installed by the customer and those facilities will be the responsibility of the customer.

EV Charger Rebate

You also qualify for a rebate of up to $75,000 capped at 50% of the purchase cost, for qualified EV Supply Equipment (EVSE or “EV Charger”) for your fleet.

<table>
<thead>
<tr>
<th>Power output</th>
<th>Rebate</th>
<th># of EVSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50kW</td>
<td>50% of the cost of EVSE, up to $15,000 per EVSE</td>
<td>5 Chargers for School Buses</td>
</tr>
<tr>
<td>Power output (Total)</td>
<td>Rebate (Total)</td>
<td>Max Allowance (Total)</td>
</tr>
<tr>
<td>Up to 50kW</td>
<td>50% of cost, up to allowance</td>
<td>5 Chargers x $15,000 = $75,000 total Rebate</td>
</tr>
</tbody>
</table>
As a reminder, to participate in the EV Fleet program, your EV Charger at a minimum must meet our Safety Checklist requirements. In addition, to qualify for the above rebate, the EV Charger must at least meet the following network communications requirements:

- Electric Vehicle Supply Equipment (EVSE) SHALL have metering capability through an internal device and SHALL be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.
- After loss of power, provided the EVSE connector to vehicle has not been removed, the EVSE SHALL return to its post-configuration state (i.e., SHALL persist communication and registration configurations. This does not include continuing user sessions when authorization is required to start a session).
- EVSE SHALL provide a reset option, which returns the device to its pre-charge state (e.g., card or message-not user accessible).

Preliminary Design

Next Step:

Please note that you will need to provide a purchase order (PO) for a minimum of 2 vehicles for the Contract to be counter-signed by PG&E. A PO is any documentation of clear intent to procure and deploy vehicles, e.g. budget approval, grant agreement, request for proposal results, governance-body mandated procurement and deployment etc., in lieu of an actual purchase order provided by a seller.
We respectfully request that you return your signed contract as soon as possible. After we receive your signed contract, I will introduce you to your Project Manager, who will lead you through the design and construction process for your site.

Thank you for your participation in this exciting program! You’re taking an important step to support California’s ambitious climate and air quality goals, and we appreciate that you’ve elected to work with PG&E to electrify your fleet.

Please contact me if you have any questions.

Regards,

Tim O’Neill

Tim O’Neill | Electric Vehicle Onboarding
Pacific Gas and Electric Company
(209) 401-8189 cell | TKO2@pge.com

EVfleet
**EV Fleet Program Terms and Conditions ("Contract")**

**Definitions**

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E’s service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as “To the Meter” (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter ("but not including the meter") to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space. Also referred to as “Behind The Meter” (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Site Host, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Site Host pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at [www.pge.com/tariffs](http://www.pge.com/tariffs).

Site Host: The entity participating in the EV Fleet Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for PG&E. Site Host will receive the bill for the energy delivered to the EVSE Package.
Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or "CPUC", Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the "Term") will commence on the date Site Host's EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Site Host in writing when the EVSE Package becomes operational.

Ownership: Site Host has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled "Site Host Owned EV Supply Infrastructure" or "PG&E Owned EV Supply Infrastructure" will apply depending on the ownership option a Site Host selects. Site Host should indicate their ownership option in Exhibit A. All other terms are common to both ownership options.

EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection.

EV Supply Infrastructure: Site Host has two options for EV Supply Infrastructure ownership:
1. PG&E owned: PG&E constructs, owns and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Site Host owned: Site Host is responsible for construction and maintenance of EV Supply Infrastructure, and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Site Host always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology

Selection of EVSE Package: Upon approval of application by PG&E, Site Host shall select and procure one EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Site Host. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by PG&E. Site Host acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Site Host may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Site Host agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Site Host may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts vary in accordance with the CPUC requirements. Rebates will be paid after (1) Site Host provides proof of purchase of EVSE Package, (2) PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational.

Contract version revised 8.7.19

EV Fleet Program Terms and Conditions ("Contract")
Between Durham Unified School District and Pacific Gas and Electric Company

Page 6 of 14
Additional Services from EVSP: Separate and apart from the application and PG&E's obligations under the EV Fleet Program, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers Right to Access: Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Fleet Program, Site Host decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction, and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Site Host property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Site Host application is evaluated, and will communicate that to Site Host. If Site Host does not wish to grant an easement for one or more Premises, Site Host or PG&E may remove those Premises from the EV Fleet program. If Site Host accepts easement requirement, Site Host agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply infrastructure. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Site Host agrees to sign and return easement to PG&E within 30 days of receipt. If the Site Host does not respond within 30 days, PG&E reserves the right to rescind Site Host's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall be given written demand therefor execute and deliver to Site Host a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Site Host expense.

EVSE O&M: The Site Host is required to maintain the EVSE for the Term. Site Host will pay all O&M costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises. Site Host will immediately shut down chargers if there is a safety issue.

Billing: Site Host will be the PG&E customer of record and will be served according to the applicable Rate Plan. As the customer of record, Site Host will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

Changing Rate Plan: Site Host may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If Site Host switches to a non-retail PG&E rate during the Term, Site Host shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as prorated costs of equipment, site design and installation.
Reliability: PG&E does not guarantee uninterrupted service. Site Host may pursue options to ensure that any impact to Site Host operations from potential loss of power is sufficiently mitigated. Site Host is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Site Host may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Site Host must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Site Host’s expense and its liability.

EVSE Replacement: Site Host may replace their EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host’s expense and its liability.

Vehicle Purchase Plans: PG&E will work with Site Host to understand its fleet electrification plans, and may install infrastructure to support future vehicle purchases. In Exhibit A, Site Host will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Site Host is operating these vehicles and associated charging in accordance with its plan. If Site Host is not operating vehicles consistent with its plan, at PG&E discretion Site Host may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with this. If Site Host wishes to change its plan, Site Host must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Site Host.

Project Scope: Site Host acknowledges that:
- Site Host agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Site Host project moves forward;
- If Site Host withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Site Host participation in the program; and
- If Site Host does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Site Host application and/or cancel participation in the program.

External Funding Sources: Site Host understands that the total infrastructure and EVSE rebate and incentive amounts the Site Host receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or otherwise, cannot exceed Site Host’s total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Site Host agrees to keep records of all infrastructure and EVSE incentives and rebates received for Site Host’s EV Fleet project. Site Host understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or other, of the violation, including the name of the Site Host, a description of the project, and details regarding the excessive rebates and incentives.
Site Host Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Site Host qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Site Host provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Site Host's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads, so that PG&E can provide the associated EV Service Connection design. PG&E and Site Host will approve final design prior to construction proceeding. Once design is approved, no material changes will be made without approval from PG&E and Site Host. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Site Host and/or its contractors shall construct the EV Supply Infrastructure and EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements; including PG&E requirements found at www.pge.com/greenbook. The Site Host is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE package, and (iii) installation of the EVSE. After the EVSE is operational, Site Host receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Site Host owns the EV Supply Infrastructure, Site Host is responsible for O&M of the EV Supply Infrastructure for the Term. Site Host will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host’s Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host’s property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE and EV Supply Infrastructure
   - Site Host has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
   - If an easement was required for installation, easement remains in place.
   - PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.

2. Stop operating EVSE and EV Supply Infrastructure
   - Remove the EVSE and/or EV Supply Infrastructure at Site Host’s cost and expense.
   - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
   - PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.
PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Site Host approval of the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Site Host within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Site Host is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of disruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Supply Infrastructure or EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE
   - Site Host has continued responsibility for O&M of EVSE;
   - If an easement was required for installation, easement remains in place.
   - PG&E continues to own EV Service Connection and EV Supply Infrastructure, and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.

2. Stop operating EVSE
   - Remove the EVSE at Site Host's cost and expense
   - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
   - PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.
General Terms

Permission to Use Data: Site Host agrees to allow PG&E, its agents and representatives to use data gathered as part of the EV Fleet Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Site Host understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant an easement (if needed).

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section "Site Host Removal or Termination" below.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Fleet Program and/or Site Host's interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Site Host or PG&E, whether intentional or unintentional.

Relocations: Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Fleet Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Site Host shall either amend the easement to include the legal description of the new location or enter into a new agreement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Site Host's participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

Site Host Removal or Termination: Should Site Host request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Site Host shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E a removal project and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total $100K and Site Host leaves after 1 year it is responsible for $90K). If the Site Host wishes to assign its rights and obligations of this Contract to a new Site Host prior to the expiration of the Term, the new Site Host may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: Site Host shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; (ii) injury to property or other interests of PG&E, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposing any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with any.
way connected with Site Host’s performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Site Host shall, on PG&E’s request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Site Host shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney’s fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Site Host’s physical site. PG&E agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host’s physical site.

**Insurance Requirements:** Site Host shall procure, carry and maintain the following insurance coverage and Site Host is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

**A. Personal Liability**

1. The limit shall not be less than One Million Dollars ($1,000,000) each occurrence for bodily injury, property damage and personal injury.

2. Coverage shall: a) By “Additional Insured” endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the ‘Site Host’; b) Be endorsed to specify that the ‘Site Host’ insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

**B. Workers’ Compensation and Employers’ Liability**

1. Workers’ Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Site Host performs Work.

2. Employers’ Liability insurance shall not be less than $1,000,000 for injury or death in each accident.

**C. Commercial General Liability**

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions.

2. The limit shall not be less than $1,000,000 each occurrence for bodily injury, property damage and personal injury.

3. Coverage shall: a) by “Additional Insured” endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Site Host. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a “blanket endorsement by contract,” the following language added to the certificate of insurance will satisfy PG&E’s additional insured requirement: “PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Site Host are additional insureds under a blanket endorsement.”; b) be endorsed to specify that the Site Host’s insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

**D. Documentation Requirements**

1. Site Host shall have all insurance in place before beginning any Work. Upon request, Site Host shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, “Documentation”) of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.

2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.

3. PG&E may inspect the original policies in Section A or B or require copies, at any time. Site Host/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Site Host’s liability under this Contract.

5. Upon request, Site Host shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Site Host.

Casualty: If all or any portion of the EVSE on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any such occurrence, a “Casualty”), Site Host shall have the right to terminate this Contract by written notice to PG&E in which event this Contract shall terminate on the date that is 10 days after the date of Site Host’s termination notice and PG&E may elect to remove or replace the EVSE from the Premises. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate this Contract by written notice to Site Host within 14 days after the Casualty, in which event this Contract shall terminate on the date that is 10 days after the date of PG&E’s termination notice and PG&E may elect to remove or replace the EVSE from the Premises.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host liable as partners, co-venturers or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Site Host shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service’s record of delivery.
If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVChargeNetwork@pge.com

If to Site Host:

________________________________________________________________________
(Company Name)
________________________________________________________________________
(Street Address)
________________________________________________________________________
(City, zip)
________________________________________________________________________
(Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

________________________________________________________________________
Company Name
________________________________________________________________________
Signature
________________________________________________________________________
Print Name
________________________________________________________________________
Title
________________________________________________________________________
Date

________________________________________________________________________
PACIFIC GAS AND ELECTRIC COMPANY
________________________________________________________________________
Signature
________________________________________________________________________
Print Name
________________________________________________________________________
Title
________________________________________________________________________
Date

EXHIBIT A

PROJECT SCOPE
9420 Putney Drive, Durham CA 95938

Summary (Year 1 = year contract signed)

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1 (2019)</th>
<th>Year 2 (2020)</th>
<th>Year 3 (2021)</th>
<th>Year 4 (2022)</th>
<th>Year 5 (2023)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td># and Type of Vehicles</td>
<td>0</td>
<td>2 School Buses</td>
<td>2 School Buses</td>
<td>1 School Bus</td>
<td>1 Forklift</td>
<td>5 School Buses</td>
</tr>
<tr>
<td># and Type of Chargers to Support Vehicles</td>
<td>0</td>
<td>2 Clipper Creek</td>
<td>2 Clipper Creek</td>
<td>1 Clipper Creek</td>
<td>1 Clipper Creek</td>
<td>6 Clipper Creek</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19 kW Chargers</td>
<td>19 kW Chargers</td>
<td>19 kW Chargers</td>
<td>19 kW Charges</td>
<td>Chargers</td>
</tr>
<tr>
<td>Anticipated Load (Kw)</td>
<td>0</td>
<td>38 kW</td>
<td>38 kW</td>
<td>19 kW</td>
<td>19 kW</td>
<td>115 kW</td>
</tr>
</tbody>
</table>

Contract version revised 8.7.19

EV Fleet Program Terms and Conditions ("Contract")
Between Durham Unified School District and Pacific Gas and Electric Company
DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: December 18, 2019

SUBJECT: Special Board Meeting January 2020

PREPARER: RJ Anderson, Assistant Superintendent of Business and Operations

RECOMMENDATION

☑ Approve          ☐ Do Not Approve
☐ Accept           ☐ Discuss
☐ Information Only

Purpose:

The Assistant Superintendent of Business and Operations proposes a Special Board Meeting to be held at the end of January. The purpose of this meeting will be to review budget processes, assumptions being used, and to provide training on reading the District Budget.

It is proposed that 3 members of both DUTA and CSEA attend the meeting to form a “Budget Committee”.

For future budget proposals, a meeting with the committee would be convened to discuss current year assumptions and outlooks to ensure transparency and concurrence with the budget.
**DURHAM UNIFIED SCHOOL DISTRICT**

**Board Meeting Date:** December 18, 2019

**SUBJECT:** Board Policy Updates: First Reading with Option to Adopt

**MANDATED BOARD POLICY UPDATES**

**PREPARER:** Tina Blenn

<table>
<thead>
<tr>
<th>RECOMMENDATION</th>
<th>☑ Approve</th>
<th>☐ Do Not Approve</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Accept</td>
<td>☐ Discuss</td>
</tr>
<tr>
<td></td>
<td>☐ Information Only</td>
<td></td>
</tr>
</tbody>
</table>

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

**Mandated Board Policy Updates:**

<table>
<thead>
<tr>
<th>AR/BP</th>
<th>Policy Number</th>
<th>Policy Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR</td>
<td>3311.2</td>
<td>Lease - Leaseback Contracts</td>
</tr>
<tr>
<td>BP</td>
<td>3470</td>
<td>Debt Issuance and Management</td>
</tr>
<tr>
<td>BP</td>
<td>3513.3</td>
<td>Tobacco-Free Schools</td>
</tr>
<tr>
<td>BP</td>
<td>3541.2</td>
<td>Transportation for Students with Disabilities</td>
</tr>
<tr>
<td>BP</td>
<td>3555</td>
<td>Nutrition Program Compliance</td>
</tr>
<tr>
<td>AR/BP</td>
<td>4115</td>
<td>Evaluation/Supervision</td>
</tr>
<tr>
<td>AR</td>
<td>4217.11</td>
<td>Pre-Retirement Part-time Employment</td>
</tr>
<tr>
<td>BP</td>
<td>5030</td>
<td>Student Wellness</td>
</tr>
<tr>
<td>AR</td>
<td>5113.1</td>
<td>Chronic Absence and Truancy</td>
</tr>
<tr>
<td>BP</td>
<td>5116.2</td>
<td>Involuntary Student Transfers</td>
</tr>
<tr>
<td>AR</td>
<td>5121</td>
<td>Grades/Evaluation of Student Achievement</td>
</tr>
<tr>
<td>AR</td>
<td>5131.6</td>
<td>Alcohol and Other Drugs</td>
</tr>
<tr>
<td>BP</td>
<td>5141.3</td>
<td>Health Examinations</td>
</tr>
<tr>
<td>AR/BP</td>
<td>5145.7</td>
<td>Sexual Harassment</td>
</tr>
<tr>
<td>AR/BP</td>
<td>6020</td>
<td>Parent Involvement</td>
</tr>
<tr>
<td>BP</td>
<td>6143</td>
<td>Course of Study</td>
</tr>
<tr>
<td>BP</td>
<td>6145</td>
<td>Extracurricular and Co-Curricular Activities</td>
</tr>
<tr>
<td>AR</td>
<td>6158</td>
<td>Independent Study</td>
</tr>
<tr>
<td>AR</td>
<td>6159</td>
<td>Individualized Education Program</td>
</tr>
<tr>
<td>BP</td>
<td>6159.2</td>
<td>Nonpublic, Nonsectarian School and Agency Services for Special Education</td>
</tr>
<tr>
<td>BB</td>
<td>9270</td>
<td>Conflict of Interest</td>
</tr>
</tbody>
</table>