A. CALL TO ORDER

B. MOVE 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)

D. RETURN TO OPEN SESSION

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ADJUSTMENTS TO ORDER OF AGENDA

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

I. STUDENT OF THE MONTH PRESENTATION
Durham High School Student of the Month: Joanna Villegas-Orozco

J. DISTRICT REPORTS
1. Students
2. MOT (Maintenance, Operations & Transportation) - Drew Edwards
3. Principal Reports
   a. Durham Elementary School - Shirley Williams
   b. Durham Intermediate School - Jason Bramson
   c. Durham High School – Stacey Blake
4. Business Manager, Ron Sherrod
5. Superintendent Report, Lloyd Webb

K. CONSENT AGENDA
1. Minutes of Regular Meeting January 17, 2018
2. Accounts Payable for the Month of January 2018
3. Independent Contract with Santina Ceja as Interim School Psychologist / Director of Special Education.
5. Employment
   Classified Hire:
<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carina Ellis</td>
<td>Health Technician</td>
<td>2/1/2018</td>
</tr>
<tr>
<td>Jamie Meinberg</td>
<td>SPED Para</td>
<td>2/5/2018</td>
</tr>
</tbody>
</table>
   Coaches: New
<table>
<thead>
<tr>
<th>Name</th>
<th>Sport</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justine Sonsteng</td>
<td>Girls Varsity Softball</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Chris Cordoni</td>
<td>JV Baseball</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Paul Riley</td>
<td>JV Baseball</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Stacy Button</td>
<td>Cheer</td>
<td>Paid</td>
</tr>
<tr>
<td>Bonnie Jackson</td>
<td>Cheer</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Dawn Merlo</td>
<td>Cheer</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Robin Sinclair</td>
<td>Cheer</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Nate Stelizel</td>
<td>JV Baseball</td>
<td>Volunteer</td>
</tr>
</tbody>
</table>
### Coaches: Football 2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Paid/Volunteer</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken Hodson</td>
<td>Paid</td>
<td>DUSD Employee</td>
</tr>
<tr>
<td>Victor Cortez</td>
<td>Volunteer</td>
<td>Returning</td>
</tr>
<tr>
<td>Darrell Roe</td>
<td>Volunteer</td>
<td>Returning</td>
</tr>
<tr>
<td>Alex Sanchez</td>
<td>Volunteer</td>
<td>DUSD Employee</td>
</tr>
<tr>
<td>Brenda Seegert</td>
<td>Volunteer</td>
<td>Returning</td>
</tr>
<tr>
<td>Rob Poblano</td>
<td>Volunteer</td>
<td>Returning</td>
</tr>
</tbody>
</table>

### Field Trip Request:

<table>
<thead>
<tr>
<th>Site</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIS Concert Band</td>
<td>Region III Instrumental Music Festival - CSUC</td>
<td>March 2, 2018</td>
</tr>
<tr>
<td>DHS Spanish III – IV</td>
<td>Spanish Immersion, Walden West, Saratoga, CA</td>
<td>March 2-4, 2018</td>
</tr>
<tr>
<td>DES Halley 4th Grade</td>
<td>Ecological Reserve, Forest Ranch</td>
<td>March 8, 2018</td>
</tr>
<tr>
<td>DHS CSF Advisors</td>
<td>Ashland, Oregon</td>
<td>March 20-21, 2018</td>
</tr>
<tr>
<td>DES Lincoln/Masuda 4th Grade</td>
<td>Ecological Reserve, Forest Ranch</td>
<td>April 5, 2018</td>
</tr>
<tr>
<td>DHS Jazz Band</td>
<td>Jazz Festival &amp; Competition-University of Nevada Reno</td>
<td>April 27-28, 2018</td>
</tr>
<tr>
<td>DES 4th Grade Classes</td>
<td>Sutter’s Fort, Sacramento Gold Nugget Museum, Paradise</td>
<td>May 4, 2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>May 17, 2018</td>
</tr>
<tr>
<td>DHS Concert Band</td>
<td>Six Flags, Vallejo – Music in the Parks Festival Competition</td>
<td>May 19, 2018</td>
</tr>
<tr>
<td>DES 2nd Grade Classes</td>
<td>Turtle Bay Exploratorium, Redding</td>
<td>May 24, 2018</td>
</tr>
</tbody>
</table>

### Fund Raising:

<table>
<thead>
<tr>
<th>Site</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DES Student Council</td>
<td>Valentine’s Day Candy Gram</td>
<td>February 5 – 9th, 2018</td>
</tr>
<tr>
<td>DHS Weight Room</td>
<td>Tri Tip Drive Thru</td>
<td>April 7, 2018</td>
</tr>
<tr>
<td>DHS Weight Room</td>
<td>Car Wash at Matt Davis Insurance Chico, CA</td>
<td>May 12, 2018</td>
</tr>
</tbody>
</table>

### Consent Agenda Approval:

Moved __________ Second __________ Vote: Aye____ Nay____

### A. INFORMATION ITEM

1. Isom Advisors: Review survey results and discuss next steps in Bond exploration process.


B. ACTION ITEMS:

1. **Action**: Adoption of Resolution #18-09/#18-10 Resolution of Release of Certificated Probationary Employees.

   Moved _________ Second _________ Vote: Aye ___ Nay ___

2. **Action**: Approve Resolution #18-11 to eliminate or reduce the hours in the number of classified positions, due to lack of work and/or lack of funds.

   Moved _________ Second _________ Vote: Aye ___ Nay ___

3. **Action**: Consideration to Approve Durham Little League and Durham Junior Trojan’s Football & Cheer Programs to distribute program information on campuses.

   Moved _________ Second _________ Vote: Aye ___ Nay ___

4. **Action**: Approve Agreement for Legal Services with Lozano Smith

   Moved _________ Second _________ Vote: Aye ___ Nay ___

5. **Action**: Approve E Rate Hardware Evaluation and Contract

   Moved _________ Second _________ Vote: Aye ___ Nay ___

6. **Action**: Consideration of repairs to the Durham Recreation and Park District Pool heater
   **Background**: The Durham Recreation and Park Pool heater failed October 2017. This heater was originally purchased and installed December of 1998. A public bid to remove failed unit and replace with Butte County Air Quality District Complaint Unit began 2-14-2018. Completion is estimated with 45 work days. Target completion date is May 4, 2018.

   Moved _________ Second _________ Vote ______ Aye ___ Nay ___

C. ITEMS FROM THE BOARD

D. RETURN TO CLOSED SESSION – If Needed

E. CLOSED SESSION – If Needed

F. RETURN TO OPEN SESSION

G. REPORT OF ACTION TAKEN IN CLOSED SESSION

H. NEXT BOARD MEETING DATE: March 21, 2018

I. 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, January 17, 2018  
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, January 17, 2018 and begun at 6:00 pm.

**Trustees Present:** Ed McLaughlin, Lance Smith & Todd Southam  
**Trustees Absent:** Alex DuBose and Kathy Horn  
**Staff Members Present:** Superintendent Lloyd Webb, Business Manager Ron Sherrod, District Secretary Tina Blenn, Principal Shirley Williams, Principal Jason Bramson and Drew Edwards, MOT Manager  
**Staff Members Absent:** School Psychologist/Director of Special Education Terry Quinto

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

**B. MOVE TO CLOSED SESSION**

**C. CLOSED SESSION**
1. Conference with Labor Negotiators Agency designated representatives: Board President, Unrepresented Employee(s): Superintendent (Government Code 54957.6)
2. Conference with Labor Negotiators Agency designated representatives: Superintendent Lloyd Webb Employe 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**  
President Southam reconvened Open Session at 7:04 pm.

**E. PLEDGE OF ALLEGIANCE**  
Trustee Ed McLaughlin led the Pledge of Allegiance.

**F. REPORT OF ACTION TAKEN IN CLOSED SESSION**  
No action was taken in closed session.

**G. INFORMATION ITEMS:** Quarterly Report on Williams Uniform Complaint- None filed.

**H. ITEMS FROM THE PUBLIC:** NONE
I. DISTRICT REPORTS

- Student of the Month: DIS Quincy Stephens

- MOT Report, Drew Edwards
  Transportation: Pink slips for vans are here. Front U joint broke on flatbed and repairing bus 4
  Maintenance: Ceiling tile installed in ag shop. Repairing leaky roofs. Bid is here for replacement
  siding for the portables in need.
  Grounds: Preparing soccer, baseball and softball fields.
  Custodial: Going smooth despite a long term absence; Subs are doing great.

- Principal Shirley Williams, Durham Elementary School:
  BCAA Classified Staff Honoree: Jo Richer
  Kindergarten Registration: January 19th, 2018
  Math-A-Thon: Students get pledges for correctly answered questions. Funds DES field trips.
  Personnel Development Opportunities: Avid Conference, Sabers- Mindfulness Training
  Student Teachers: (4) 2-5th Grade classrooms, 1-3rd Grade Class, and 1 in Kindergarten
  Enrollment: 495

- Principal Jason Bramson, Durham Intermediate School:
  BCAA Classified Staff Honoree: Skip Riley
  Great Kindness Challenge: January 22-25, 2018 a week of dedication to creating a culture of
  kindness on campuses
  Shady Creek Environmental School: February 5-9 for Sixth Graders
  Enrollment: 240
  ATHLETICS: Almond Blossom Run: February 25 @ 9am
  DIS Boys Basketball underway
  TECHNOLOGY: New technology technician, Chris Murphy will be replacing Andrew Lopez.
  Internet wiring project is underway at DHS. Prop 39 has provided many
  upgrades with lighting throughout our Durham Unified campuses.

- Superintendent Lloyd Webb, Durham High School:
  BCAA Classified Staff Honoree: Skip Riley
  Senior Nights: Soccer – Monday January 22nd, Wrestling – Friday January 26th
  Block D Dance: Saturday, January 27th
  Winter Homecoming: January 29th – February 2nd. Theme “Home”
  Monday: Home Run Day-Sports
  Tuesday: Make Yourself at Home-PJ Day
  Wednesday: Home ises- Hanging with my friends-Dress Alike Day
  Thursday: Home away from Home- Tourist Day
  Friday: There’s no place like Home – DHS SPIRIT DAY
  Rally Schedule: 12:10 Basketball Game Students vs. Staff

- Business Manager, Ron Sherrod
  Governor’s budget: Positive for education. The Gap percentage is expected to be fully funded.
  No provision in the budget to assist districts with ongoing increases to STRS and PERS
  Escape: We went live on our new system. Jill Hernandez and Ron Sherrod are working hard to
  smooth out the challenges.

- Superintendent, Lloyd Webb
  Working with staff, administration and community to establish 2018 LCAP
J. CONSENT AGENDA
The Consent Agenda was approved.

Moved: Ed McLaughlin  Second: Lance Smith  Vote: 3-0  Abstained: 0  Absent: 2

K. DISCUSSION ITEMS: None

L. ACTION ITEMS:
1. **Action:** Consideration of the exploration and feasibility of a bond measure for the Durham Unified School District.

Moved: Lance Smith  Second: Ed McLaughlin  Vote: 3-0  Abstained: 0  Absent: 2

2. **Action:** Adoption at first reading Board Policy Updates.
   BP 0460 Local Control and Accountability Plan; BP/AR 3260 Fees and Charges; and AR 4112.00 Staff Teaching English Learners.
   The Board adopted the above policies.

   Moved: Ed McLaughlin  Second: Lance Smith  Vote: 3-0  Abstained: 0  Absent: 2

M. ITEMS FROM THE BOARD OF TRUSTEES
Lance Smith: I believe our community will support this bond.
Ed McLaughlin: We need to get out into the community and let them know our needs here at Durham, for our schools and kids.
Todd Southam: We need to set up a community committee for helping to spread information about the bond, for the support of the bond.

N. RETURN TO CLOSED SESSION
No return to closed session

O. NEXT BOARD MEETING DATE: February 21st, 2018

P. ADJOURNMENT
President Southam adjourned the meeting of the DUSD Board of Trustees at 8:25 pm.

Notes:
*Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting.
If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 893-4675 x227.
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Vendor Details</th>
<th>Description</th>
<th>Amount</th>
<th>Fund Description</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/1/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/2/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/3/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/4/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/5/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/6/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/7/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/8/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/9/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/10/2017</td>
<td></td>
<td>Check for supplies</td>
<td>100</td>
<td>Supplies</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $1000
<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
<th>Payment Method</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas</td>
<td>$207.41</td>
<td>Credit Card</td>
<td>1/18/2018</td>
</tr>
<tr>
<td>Diesel</td>
<td>$207.41</td>
<td>Credit Card</td>
<td>1/18/2018</td>
</tr>
<tr>
<td>Green Wiper</td>
<td>$207.41</td>
<td>Credit Card</td>
<td>1/18/2018</td>
</tr>
<tr>
<td>Oil</td>
<td>$207.41</td>
<td>Credit Card</td>
<td>1/18/2018</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$207.41</td>
<td>Credit Card</td>
<td>1/18/2018</td>
</tr>
<tr>
<td>Total</td>
<td>$829.64</td>
<td>Credit Card</td>
<td>1/18/2018</td>
</tr>
</tbody>
</table>

**Board Report**

RepayID: 01/13/2018
<table>
<thead>
<tr>
<th>Check</th>
<th>Description</th>
<th>Fund/Account</th>
<th>Amount Paid</th>
<th>Check Amount</th>
<th>Status</th>
<th>Date of Payment</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>12345</td>
<td>Supplies</td>
<td>321-4567-89</td>
<td>$123.45</td>
<td>$123.45</td>
<td>Paid</td>
<td>01/31/2018</td>
<td></td>
</tr>
<tr>
<td>67890</td>
<td>Equipment</td>
<td>CDE-0987-65</td>
<td>$987.65</td>
<td>$987.65</td>
<td>Pending</td>
<td>02/15/2018</td>
<td></td>
</tr>
<tr>
<td>00000</td>
<td>Software</td>
<td>MNO-7654-32</td>
<td>$456.78</td>
<td>$456.78</td>
<td>Returned</td>
<td>03/10/2018</td>
<td></td>
</tr>
<tr>
<td>00001</td>
<td>Consultancy</td>
<td>XYZ-1234-56</td>
<td>$234.56</td>
<td>$234.56</td>
<td>Approved</td>
<td>03/15/2018</td>
<td></td>
</tr>
</tbody>
</table>

Check Details:
- Pay to the order of [Redacted]
- Origin: [Redacted]
<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Check Count</th>
<th>Expensed Amount</th>
<th>Net (Check Amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>91.6922</td>
<td>144.22</td>
<td>1</td>
<td>91.6922</td>
<td>91.6922</td>
</tr>
<tr>
<td>90.14</td>
<td>300.17</td>
<td>1</td>
<td>90.14</td>
<td>90.14</td>
</tr>
<tr>
<td>16.50</td>
<td>16.50</td>
<td>1</td>
<td>16.50</td>
<td>16.50</td>
</tr>
<tr>
<td>7.04</td>
<td>7.004</td>
<td>4</td>
<td>7.04</td>
<td>7.04</td>
</tr>
<tr>
<td>67.90</td>
<td>67.90</td>
<td>87</td>
<td>67.90</td>
<td>67.90</td>
</tr>
</tbody>
</table>

**Fund Summary**

<table>
<thead>
<tr>
<th>Check</th>
<th>Expensed Amount</th>
<th>Fund Object</th>
<th>Comment</th>
<th>Pay to the Order of</th>
<th>Date and Time</th>
<th>Check Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>59800</td>
<td>10.1383</td>
<td>01-4300</td>
<td>01-4300</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5026</td>
</tr>
<tr>
<td>81796</td>
<td>333.33</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5027</td>
</tr>
<tr>
<td>10000</td>
<td>10000</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5028</td>
</tr>
<tr>
<td>2455.12</td>
<td>2455.12</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5029</td>
</tr>
<tr>
<td>10000</td>
<td>10000</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5030</td>
</tr>
<tr>
<td>26654</td>
<td>26654</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5031</td>
</tr>
<tr>
<td>198.19</td>
<td>198.19</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5032</td>
</tr>
<tr>
<td>198.19</td>
<td>198.19</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5033</td>
</tr>
<tr>
<td>2202</td>
<td>2202</td>
<td>01-6645</td>
<td>01-6645</td>
<td>01-30/2018</td>
<td>10:30</td>
<td>5034</td>
</tr>
</tbody>
</table>
# Independent Contractor – Agreement

## Durham Unified School District

**Agreement**

This agreement, made and entered into this **31st** day of **January**, **2018** by and between the Durham Unified School District, hereinafter referred to as “district” (in conjunction with the department/program), and Santina Ceja hereinafter referred to as “Independent Contractor”.

Agreement must be signed by all parties prior to services being provided.

The following services, for and in consideration of the mutual promises and agreements herein contained, will be provided:

## Scope of Service:

Provide services commensurate with the Director of Special Education duties. The agreement will be for a maximum of 22 days of service at a rate of $100.00 per hour beginning on January 31st, 2018, and ending on the earliest of March 5, 2018, or when the district notifies the Independent Contractor that the services are no longer required or loss, suspension, surrender of any credential by the Independent Contractor. The district agrees to pay mileage expenses to and from the contractor's residence to the assigned workstation, as well as mileage incurred in the performance of the position, at the current rate IRS rate of $0.545 per mile.

**Date(s) Services to be Performed/Delivered:** February 5, 2018 to March 5th, 2018

**Location of Performance of Service:** As needed within the district.

**Amount of Payment:**

District shall pay a sum not to exceed **$19,139** to Independent Contractor as full payment for all services, inclusive of additional expenses incurred during the scope of service, as set forth herein.

For planning purposes, additional expenses to be included in the full payment to Independent Contractor may consist of, but not limited to, travel expenses (airline/hotel/rental car/mileage) necessary supplies, fingerprint clearance (if applicable), etc. (Note: travel rates that are established for district employees are to be used as a guide in reviewing quoted cost for independent contractor services)

Independent Contractor shall handle all travel arrangements and incidental supplies necessary to complete requested services.

**Payment Terms:**

Independent Contractor shall submit an invoice to district for services rendered, and additional expenses incurred (as specified above). Upon receipt of invoice, district will process payment to Independent Contractor.

Original receipts for any out-of-pocket expenses shall be retained by the Independent Contractor for personal income tax purposes.

District reserves the right to request and inspect copies of expense records prior to rendering of payment. (see Records section of Agreement).

**Amendment of Contract:**

Agreement may be amended with the written approval of both district and the Independent Contractor. If an amendment to the Scope of Service would result in a change to the definition of service, a new Certification and Agreement must be completed in lieu of an Amendment.

**Records:**

Independent Contractor shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to district, and district shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms to this Agreement, no payments shall be made to Independent Contractor until district is satisfied that work of such value has been rendered pursuant to this Agreement.

**Non-Assign Ability:**

This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the express written consent of district.

**Workers’ Compensation Insurance:**

District shall not provide workers’ compensation insurance coverage for Independent Contractor.

**Cancellation:**

This Agreement may be cancelled by district or Independent Contractor upon the giving of ten (10) days advance notice. Such notice shall be personally served or given by U.S. Mail. In the event of cancellation, Independent Contractor shall be paid for all work performed to the date of cancellation.

**Hold Harmless and Indemnification:**

In accordance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.
Independent Contractor – Agreement
Durham Unified School District

**Agreement (continued)**

In witness whereof, the parties hereto have executed this Agreement the day, month, and year written on Page 1.

<table>
<thead>
<tr>
<th>Independent Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santina Ceja</td>
</tr>
<tr>
<td>Printed Name</td>
</tr>
<tr>
<td>15675 Milan Ln, Unit 207</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Morgan Hill</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>CA</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>95037</td>
</tr>
<tr>
<td>Zip</td>
</tr>
<tr>
<td>408-761-9423</td>
</tr>
<tr>
<td>Phone Number</td>
</tr>
<tr>
<td>1/8/18</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>CA Resident?</td>
</tr>
<tr>
<td>☐ Yes ☑ No</td>
</tr>
<tr>
<td>Retired CalSTRS Member?</td>
</tr>
</tbody>
</table>

I hereby acknowledge that I have reviewed the Independent Contractor Certification Checklist, which has been approved by the district, and I am qualified to be paid as an Independent Contractor.

**Durham Unified School District**

<table>
<thead>
<tr>
<th>Program Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>2-8-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>1/8/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Superintendent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

**District Accounting Information**

<table>
<thead>
<tr>
<th>PO #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Org Key / Object</td>
</tr>
</tbody>
</table>

**Student Contact**

Will Independent Contractor be in contact with students (under 18 yrs. of age) during performance of services?

☑ Yes ☐ No

If “Yes”, Independent Contractor must contact their local sheriff department to arrange an appointment for fingerprint clearance. Independent Contractor is responsible to pay any fees associated with obtaining fingerprint clearance. Independent Contractor agrees to have their local sheriff department submit an original fingerprint clearance directly to the district office. A Request for Live Scan Service form will be provided to the Independent Contractor prior to obtaining fingerprint clearance. Fingerprint clearance must be obtained prior to performance of services.
AGREEMENT BETWEEN DURHAM RECREATION AND PARK DISTRICT
DURHAM UNIFIED SCHOOL DISTRICT AND DURHAM LITTLE LEAGUE
ASSOCIATION

THIS AGREEMENT made and entered into this 8th day of February, 2018, in
the County of Butte, State of California, by and between the DURHAM RECREATION
AND PARK DISTRICT hereinafter referred to as DRPD and DURHAM UNIFIED
SCHOOL DISTRICT hereinafter referred to as DUSD the DURHAM LITTLE
LEAGUE ASSOCIATION hereinafter referred to as DLL:

WITNESSETH:

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

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

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

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

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

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

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

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

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

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall supersede any and all prior agreements, verbal or written, and that this agreement shall take effect February 8th, 2018. Either party to this agreement may, at any time terminate this agreement upon giving, in writing, to either party, thirty (30) days notice of its intention to terminate the agreement.

IT IS FURTHER AGREED that the term of this agreement will expire on August 1st, 2018. The agreement may be renewed at that time by mutual consent of both boards. DLL shall not assign this lease or sublet the leased premises. Any attempt by it to do so shall be grounds for termination of this agreement.

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

DURHAM RECREATION AND PARK DISTRICT

By: [Signature] District Manager  
Date: 2-13-18

DURHAM UNIFIED SCHOOL DISTRICT

By: [Signature] Superintendent  
Date: 

DURHAM LITTLE LEAGUE ASSOCIATION

By: [Signature] Board President  
Date: 
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 1-12-18

School Site: DIS Program: Band Seat Count: 37

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

Purpose of Trip: Compete in the Region III Instrumental Music Festival

Date of Trip: 3-2-18 Day of Week: Friday

Contact Name: Matt Plummer Cell: 

TYPE OF TRANSPORTATION REQUESTED

X School Bus Charter District Van Parent Driver

Have DMV records been checked for parent driver yes no

Destination: CSU, Chico

Address: 400 W 1st St., Chico City: Chico State: CA

Scheduled Departure Time: 8:00 am Scheduled Return Time: 3:00 pm

Mileage Board approval needed □ yes □ no

Payment Method: ASB Funds PTS Budget Transfer

APPROVALS:

Principal: [Signature] Superintendent: [Signature]

Date: 1/23/18 Date: 

Updated 4/2013
FIELD TRIP REQUEST

Date Submitted: 1-24-18
School Site: D.H.S. Program: Sp. III-IV Seat Count:
Requesting Party: S. Contreras Phone: 530.566.4763 Cell:
Purpose of Trip: Spanish Immersion
Date of Trip: March 23, 4 Day of Week: Fri-Sun.
Contact Name: Suzanne Contreras Cell: 530.566.4763

TYPE OF TRANSPORTATION REQUESTED

School Bus Charter District Van Parent Driver
Have DMV records been checked for parent driver yes no
Destination: 15555 Sanborn Road
Address: Walden West City: Saratoga State: CA
Scheduled Departure Time: 9:45 a.m. Scheduled Return Time: 5:30 p.m.
Mileage Board approval needed yes no
Payment Method: ASB Funds PTS Budget Transfer
x student-funded

APPROVALS:
Principal: 2-6-2018 Superintendent: 2-6-2018

Updated 4/2013
Date Submitted: 2-12-18

School Site: DES Program: Ecological Reserve Seat Count: 29

Requesting Party: Halley Phone: Cell: (530) 680-1338

Purpose of Trip: To learn first-hand about habitats, adaptations, food web

Date of Trip: 3/8/18 Day of Week: Thursday

Contact Name: Cassie Halley Cell: (530) 680-1338

TYPE OF TRANSPORTATION REQUESTED

____ School Bus ______ Charter ______ District Van ______ Parent Driver

Have DMV records been checked for parent driver yes X no

Destination: Forest Ranch

Address: __________________________ City: Forest Ranch State: __________

Scheduled Departure Time: 8:40 Scheduled Return Time: 2:00

Payment Method: ______ ASB Funds ______ PTS ______ Budget Transfer

APPROVALS:

Principal: 8W Superintendent: __________________________

Date: 2/13/18 Date: __________________________
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 2/12/18
School Site: DURHAM HIGH SCH Program: CSF Seat Count: 47
Requesting Party: CSF Phone: Cell: (510) 916-8930
Purpose of Trip: ANNUAL ASHLAND TRIP
Date of Trip: 3/20 - 3/21 Day of Week: TUESDAY + WEDNESDAY
Contact Name: NICK WILSON Cell: (510) 916-8930

TYPE OF TRANSPORTATION REQUESTED

___ School Bus   X Charter   ___ District Van   ___ Parent Driver
Have DMV records been checked for parent driver   yes   no
Destination: 
Address: 15 S PIONEER STREET City: ASHLAND State: OR
Scheduled Departure Time: 6:30 AM Scheduled Return Time: 9 PM
Mileage 428 Board approval needed ☑ yes   ☐ no
Payment Method: ___ X ASB Funds ___ PTS ___ Budget Transfer

APPROVALS:
Principal: [Signature] Superintendent: [Signature]
Date:   Date:   

Updated 4/2013
Date Submitted: 2-12-18
School Site: DES Program: Forest Ranch Ecological Reserve
Seat Count: 30
Requesting Party: 4th Lincoln/Masuda Phone: 821-4697 ext 473 Cell: 521-5175
Purpose of Trip: To learn first hand about habitats, adaptations, food web
Date of Trip: April 5th Day of Week: Thurs.
Contact Name: Roni Masuda Cell: 521-5175

TYPE OF TRANSPORTATION REQUESTED

____ School Bus ______ Charter ______ District Van ______ Parent Driver
Have DMV records been checked for parent driver yes ______ no ______
Destination: Forest Ranch
Address: ______ City: Forest Ranch State: CA
Scheduled Departure Time: 8:40 Scheduled Return Time: 2:00
Payment Method: ______ ASB Funds ______ PTS ______ Budget Transfer

APPROVALS:
Principal: _______ Date: 2/13/18
Superintendent: _______ Date: _______
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 1-8-18

School Site: DHS  Program: Jazz Band  Seat Count: 13

Requesting Party: Planner  Phone: 895-4685 x244  Cell: 596-2103

Purpose of Trip: Jazz Festival + Competition

Date of Trip: 4-27 to 4-28  Day of Week: Friday + Saturday

Contact Name: Matt Planner  Cell: ______________

TYPE OF TRANSPORTATION REQUESTED

School Bus  Charter  District Van  X Parent Driver

Have DMV records been checked for parent driver  yes  no

Destination: University of Nevada, Reno

Address: University of Nevada  City: Reno  State: NV  89577

Scheduled Departure Time: 7:00 am  Scheduled Return Time: 5:00 pm

Mileage ______________  Board approval needed  □ yes  □ no

Payment Method: ASB Funds  PTS  Budget Transfer

APPROVALS:

Principal: ______________  Superintendent: ____________________

Date: 1/23/18  Date: ____________________

Updated 4/2013
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 2-6-18

School Site: DES Program: 4th grade Seat Count: 80

Requesting Party: 4th grade Phone: ext 243 Cell: 521-5175

Purpose of Trip: Visit Sutter's Fort and Old Sac Railroad Museum

Date of Trip: 5-17-18 Day of Week: Thursday

Contact Name: Roni Masuda Cell: 521-5175

TYPE OF TRANSPORTATION REQUESTED

✓ School Bus ____ Charter ____ District Van ____ Parent Driver

Have DMV records been checked for parent driver yes ______ no ______

Destination: Sacramento Sutter's Fort / RR Museum

Address: Sac, CA Sacramento City: Sacramento State: CA

Scheduled Departure Time: 8:40 Scheduled Return Time: 5:00

Payment Method: ✓ ASB Funds ____ PTS ____ Budget Transfer

APPROVALS:

Principal: 8m Date: 2/12/18

Superintendent: Date: 2/12/18

Revised Form: 2/25/11
DATE SUBMITTED: 2-6-18

SCHOOL SITE: DES  
PROGRAM: 4th  
SEAT COUNT: 80

REQUESTING PARTY: 4th Grade  
PHONE: 895-4697  
CELL: 521-5175

PURPOSE OF TRIP: Visit Gold Nugget Museum - Paradise.

DATE OF TRIP: May 4, 2018  
DAY OF WEEK: Friday

CONTACT NAME: Roni Masuda  
CELL: 521-5175

TYPE OF TRANSPORTATION REQUESTED

✓ School Bus  
____ Charter  
____ District Van  
____ Parent Driver

HAVE DMV RECORDS BEEN CHECKED FOR PARENT DRIVER: yes____ no____

DESTINATION: Gold Nugget Museum

ADDRESS: 502 Pearson Rd.  
CITY: Paradise  
STATE: CA

SCHEDULED DEPARTURE TIME: 8:40  
SCHEDULED RETURN TIME: 2:45

PAYMENT METHOD:  
✓ ASB Funds  
____ PTS  
____ Budget Transfer

APPROVALS:

PRINCIPAL:  
DATE: 2/12/18

SUPERINTENDENT:  
DATE: 2/13/19

REVISED FORM: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 1-12-18

School Site: DHS Program: Concert Band Seat Count: 67

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

Purpose of Trip: Compete in Music in the Parks Festival

Date of Trip: 5-19-18 Day of Week: Saturday

Contact Name: Matt Plummer Cell: 

TYPE OF TRANSPORTATION REQUESTED

☒ School Bus ☐ Charter ☐ District Van ☐ Parent Driver

Have DMV records been checked for parent driver yes no

Destination: Sea of Six Flags Discovery Kingdom

Address: 2100 Fairgrounds Dr City: Vallejo State: CA

Scheduled Departure Time: 7:00am Scheduled Return Time: 10:00am

Mileage: Board approval needed ☐ yes ☐ no

Payment Method: ☐ ASB Funds ☐ PTS ☐ Budget Transfer

APPROVALS:

Principal: [Signature] Superintendent: [Signature]

Date: 1-12-18 Date: 1-30-18

Updated 4/2013
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 1/29/18
School Site: D.E.S. Program: 2nd Grade Seat Count: 93
Requesting Party: Samantha Brown Phone: (530) 895-4695 ext 22 Cell: (530) 566-2008
Purpose of Trip: Field Trip to Turtle Bay Exploratorium Cycles Life
Date of Trip: Thursday, 5/24/18 Day of Week: Thursday
Contact Name: Samantha Brown Cell: (530) 566-2008

TYPE OF TRANSPORTATION REQUESTED

√ School Bus ______ Charter ______ District Van ______ Parent Driver ______ No ______
Chaperones ______

Have DMV records been checked for parent driver yes ______ no ______

Destination: Turtle Bay Exploratorium
Address: 844 Sundial Bridge Dr. City: Redding State: CA

Scheduled Departure Time: 8:45 AM Scheduled Return Time: About 4:00 PM

Payment Method: ______ ASB Funds ______ PTS ______ Budget Transfer

2nd Grade Account

APPROVALS:

Principal: 8W Date: 1/30/18
Superintendent: 2-6-18

Revised Form: 2/25/11
Durham Unified School District

Fund Raising Request Form

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

School: Durham Elementary School
Club or Organization: Student Council
Advisor/President: Samantha Brown

Purpose of the fund raising project/activity: Raise money for Field Trips, Assemblies, and Classroom Supplies

Financial Goal of the project:
X Minor: Estimated Gross $300.00 Estimated Net $150.00

Nature of project/activity (i.e., car wash): Valentine's Day Candy Grams

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning: 2/5/18 Ending: 2/9/18
Location: In front of D.E.S. office in front of D.E.S.
Number of students to be involved: 23 selling/packaging 1500 potential buyers

Date: 
Organization Officer’s Signature

Date: 1/22/18 Samantha Brown
Advisor’s Signature (if applicable)

Date: 1/22/18
Principal’s Signature

Date: 
Student Body President’s Signature

Date: 
Superintendent’s Signature (if required)

White: Club Yellow: File Pink: ASB Files
Durham Unified School District

Fund Raising Request Form

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

School: DHS

Club or Organization: Weight Room
Advisor/President: Brenda Seegert

Purpose of the fund raising project/activity: Raising funds to improve purchase equipment for DHS Weight Room.

Financial Goal of the project:

<table>
<thead>
<tr>
<th>Minor: Estimated Gross</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major: Estimated Gross</td>
<td>1500</td>
</tr>
<tr>
<td>Estimated Net</td>
<td>7200</td>
</tr>
</tbody>
</table>

Nature of project/activity (i.e., car wash): Drive Thru Dinner

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):

Beginning: April 7
Ending: April 7

Location: DHS Parking Lot

Number of students to be involved: 20

Date: 2/15/15
Organization Officer’s Signature

Date: 2/15/15
Advisor’s Signature (if applicable)

Date: 2/15/15
Principal’s Signature

Date: 
Student Body President’s Signature

Date: 2/15/15
Superintendent’s Signature (if required)

White: Club
Yellow: File
Pink: ASB Files
Durham Unified School District

Fund Raising Request Form

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

School: DHS

Club or Organization: Weight Room
Advisor/President: Brenda Seeger

Purpose of the fund raising project/activity:
Raising funds to improve & purchase equipment for DHS Weight Room

Financial Goal of the project:
--- Minor: Estimated Gross: $300
--- Major: Estimated Gross

Estimated Net: $450

Nature of project/activity (i.e., car wash):
Car Wash

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning: May 12 8 am
Ending: May 12 5 pm

Location: Matt Davis Insurance

Number of students to be involved: 20

Date: 7/15/18 Organization Officer’s Signature
Date: 7/15/18 Advisor’s Signature (if applicable)
Date: 2/15/15 Principal’s Signature
Date: Student Body President’s Signature
Date: Superintendent’s Signature (if required)

White: Club
Yellow: File
Pink: ASB Files
DUTA
Durham Unified Teacher's Association
P.O. Box 700
Durham, CA 95938

January 31, 2018

DUSD Board of Trustees
Lloyd Webb, Superintendent

This letter serves as the Durham Unified Teacher’s Association Sunshine Proposal for 2018-19.

The Association would like to begin this negotiation process with a discussion establishing common goals of the District and DUTA as we focus on providing the best possible public education for students in our community. We also look forward to securing some Interest Based Bargaining training to better utilize the IBB method indicated in Article IV: Negotiation Procedures #4.1.

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

1. **Article XVII: Salaries**
   a. Provide salary increases related to the percent increase to the District “per ADA change over the prior year” (as per the FCMAT calculator,) COLA, Gap funding, and any other new monies.
   b. Revisit the benefits of a condensed salary schedule per longevity step increases.

2. **Article XV1: Employee Benefits**
   a. #16.9 Post Retirement Benefits item B.

3. **Article XII: Assignments, Reassignments, and Transfers**
   a. #12.4 Provide contract language with more clarity for implementation regarding involuntary transfers.

4. **Article VIII: Teaching Hours**
   a. Provide contract language with more clarity for implementation regarding IEP or SST meetings.

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

Respectfully,

[Signature]

Karla Rigsbee
Lead Negotiator, DUTA
January 29, 2018

Davis VanArsdale, DUTA President
Karla Rigsbee, DUTA Lead Negotiator
DUTA Negotiating Team

Dear Davis and Karla:

This letter serves as the Durham Unified School District’s Sunshine of Interests Proposal for the 2018/19 school year. The District wishes to open discussion and revision of the following Articles:

Article IX – Non-Teaching and Extracurricular Duties
   a. Clarify the language to delineate total hours to which a unit member may be assigned non-teaching and/or extracurricular duties
   b. Delineate the maximum allowable number of Head and Class Advisors for Grades 9-12, and to update the list of stipend positions, including removing positions that have been unfilled or are unnecessary.
   c. Consider moving to a set dollar value “unit” based system, which will allow for more clarity, structure, and equitable compensation for extra-curricular positions.
   d. In article 9.4, strike the reference to Article 17.9.5…..which does not exist.

Article XIV – Evaluation
   a. Adopt a new system that promotes innovation and collaboration among successful permanent staff, and which promotes reflection and meaningful/measurable goal setting for probationary and struggling permanent staff.

Article XIII – In order to facilitate professional development opportunities for staff, increase the number of 90 minute staff meetings to two per month.

Articles XVI and XVII – Benefits and Salaries
   • Work to ensure, within budget parameters, that available general fund monies are utilized to compensate employees.
   • Explore the possibility of a compacted Salary Scale that may have been an item during the last round of negotiations.

Note: Karla and I both would like to have a co-training in the interest Based Bargaining process. We are both researching in re trainers, and have agreed to split the cost, if/when we identify someone.

Regards,

Lloyd Webb
January 31, 2018

Todd Southam, President
Board of Trustees
Lloyd Webb
Durham Unified School District

Dear Mr. Southam and Mr. Webb

This letter serves as the Durham Classified Employees Association Sunshine Proposal for contract openers for the 2018-19 school year.

1. Compensation Package – Salaries and Employee Benefits
   a. A fair and equitable increase to the salary schedule for all members.
   b. Insurance
   c. Retiree Benefits

2. Bilingual Paraeducator –
   a. Increase to 8 hours per day
   b. Salary range change from Range 7 to Range 9

3. Contract Language
   a. Definitions - #4 remove
   b. Article X – 5b – remove last sentence
   c. Article XIII – Admissions Day (add day before Thanksgiving)
   d. Article XVI - #3 – Name change
   e. Appendix A – Salary schedule Classifications update to current
   f. Add New Employee Orientation language

4. Reinstates position Utility Person and update job description

We look forward to meeting with you to discuss the above proposal in addition to the District’s contract openers. We realize that additional items may be discussed throughout negotiations for the 2018-19 school year as needed per Article XXIII – Negotiation Procedures.

Respectfully,

Debbie Slightom, President
Yolanda Prentice – Vice President
Mark Chavez – Negotiator
Durham CSEA Chapter #478
January 30, 2018

Debbie Slightom, CSEA President

Dear Debbie

This letter serves as the Durham Unified School District’s Sunshine of Interests Proposal for the 2018/19 school year. The District wishes to open discussion and revision of the following Items:

1. **Article XII: Leaves** - Update contract language as necessary to remain current with changes in applicable laws.

2. **Article XVII: Evaluations** – Explore and adopt a new evaluation system which promotes reflection and meaningful/measurable goal setting for probationary and permanent staff.

3. **Article XVI - Salaries**
   - Work to ensure, within budget parameters, that available general fund monies are utilized to fairly compensate employees in salary and benefits.
   - Update the classified salary schedule to comply with minimum wage standards.
   - Remove Step 3 limit for new hire placement on the salary schedule, to allow flexibility of placement commensurate with new-hire experience and qualifications.

4. Explore adding a 3hr/day AP clerk position to assist with payroll and other central office duties.

We look forward to working collaboratively with CSEA leadership regarding the above articles. We agree that additional articles may be negotiated by mutual consent as needed.

Lloyd Webb
Superintendent
DURHAM UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 18-11

WHEREAS, due to a lack of work and/or lack of funds, this Board of Trustees, pursuant to the recommendation of the Superintendent, finds it to be in the best interest of the District to eliminate or reduce the work year of classified positions as set forth below:

Reduce one (1) 12.75 hour per week Car/Van Driver position to 7.50 hours per week

NOW THEREFORE, BE IT RESOLVED that no later than sixty (60) days after notice is given to any and all affected employees, the classified positions of the District be eliminated or reduced to the extent set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be hereby authorized to give notice(s) of layoff to classified employee(s) of the District pursuant to the District's rules and regulations, applicable provisions of Education Code, and the collective bargaining agreement between the District and the California School Employees Association Chapter #478 as soon as legally possible.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on, February 21, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  

DATE: ___________________________  

GOVERNING BOARD OF THE  
DURHAM UNIFIED  
SCHOOL DISTRICT  

By ___________________________  
Secretary of the Governing Board
**DURHAM UNIFIED SCHOOL DISTRICT**

Board Meeting Date: February 21, 2018

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Durham Little League and Durham Junior Trojan’s Football &amp; Cheer Program Information Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARER:</td>
<td>Tina Blenn</td>
</tr>
</tbody>
</table>

| RECOMMENDATION: | ☐ Approve | ☐ Do Not Approve | ☐ Accept | X Discuss | ☐ Information Only |

**BACKGROUND:**

Requesting permission to allow programs the ability to provide students from the Durham Elementary School and Intermediate School with information in regard to each respective youth sports program. This information would include flyers and pamphlets.

*Reference material: Durham Unified School District Board Policy BP 1325 Community Relations*
Durham Unified Board Members,

The Durham Little League and the Durham Junior Trojans Football & Cheer (DJT) program are requesting permission to allow our programs the ability to provide students from the Durham Elementary and Intermediate school with information in regard to each respective youth sports program. Our sports programs have a rich history in providing students with access to athletic development, character development, and teamwork. The information would be disseminated through flyers or pamphlets in the K-8 grade classrooms near the time of registration for each respective program. The Durham Junior Trojans would provide pamphlets or flyers to classrooms during the month of February through April. The Durham Little League would provide pamphlets or flyers to classrooms during the month of November through January. It is our goal to create an atmosphere of cohesion between the non-profit youth sports programs, Durham elementary and intermediate school. We believe each child should have the opportunity to participate in sports as such we offer scholarships on as needed basis.

“Sports are a great deal like life in that it teaches that work, sacrifice, perseverance, competitive drive, selflessness and respect for authority is the price that each and every one of us must pay to achieve any goal that is worthwhile.”
- Vince Lombardi

For more question regarding our sports programs, please contact the following:

Matt Doyle at president@durhaml littleleague.org or 530.330.0169
Bryon Lauderdale at president@durhamjunior trojans.com or 530.524.4224

Regards,

Matt Doyle
President
Durham Little League

Bryon Lauderdale
President
Durham Junior Trojans
AGREEMENT FOR LEGAL SERVICES

RECITALS

WHEREAS, the Butte County Superintendent of Schools ("County Superintendent") has agreed to pay for basic legal services, defined below, requested by school districts within Butte County from Lozano Smith, LLP from February 1, 2018 through June 30, 2018 (the "Legal Services Program" or "Program") provided that individual school districts within Butte County approve the legal services agreement below (the "Agreement"); and

WHEREAS, the Durham Unified School District (the "District" or "Client") desires to enter into this Agreement with Lozano Smith, LLP ("Lozano Smith" or the "Firm"); and

WHEREAS, the District shall have no contractual or legal obligation to pay for basic legal services during the period February 1 to June 30, 2018 and shall have no contractual or legal obligation to continue to use the legal services of the Firm after June 30, 2018 unless the Program is extended as provided herein; and

WHEREAS, if the District requests specialized legal services, other than basic legal services, the District agrees to pay the hourly rate and costs set forth in Attachment A; and

WHEREAS, the County Superintendent's Legal Services Program agreement is set forth in Attachment B.

AGREEMENT

NOW, THEREFORE, the District and Lozano Smith (collectively, the "Parties") enter into the Agreement on the following terms and conditions:

1. **Adoption of Recitals.** The foregoing recitals are incorporated herein by this reference, including the definitions contained therein, as part of this Agreement.

2. **Payment of Basic Legal Services by the Butte County Superintendent of Schools.** For the period from February 1 through June 30, 2018, the County Superintendent agrees to pay for basic legal services provided by Lozano Smith and requested by the Client as described in Attachment B. The term "basic legal services" means general legal advice to the District via phone, email and written opinions regarding personnel and union issues, board governance, student matters (including special education), and general education law, including contract review and advice, until the matter becomes individualized, complex or specialized. For any new term or terms of this Agreement, if Client participates in the Program Client agrees to pay an amount determined for basic legal services as described in paragraph 4, either directly to Lozano Smith or by reimbursing the County Superintendent for any payment advanced on behalf of Client.
3. Payment of Specialized Legal Services to Lozano Smith if Requested by the District. All services, other than basic legal services, shall be defined as “specialized legal services.” To the extent requested by the Client, the hourly rate and costs are set forth in Attachment A attached hereto. For specialized legal services, Client agrees to reimburse Lozano Smith for actual and necessary expenses and costs incurred in the course of providing specialized legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Lozano Smith shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by the Firm. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes the Firm to retain experts or consultants to perform services for Client for specialized legal services.

4. Term & Renewal. The Initial Term of this Agreement shall be from February 1 to June 30, 2018 (“Initial Term”). Client may, in conjunction with other school districts in Butte County and the County Superintendent, agree to continue the Program for additional one year terms (“Renewal Term(s)”) that commence on July 1 of the 2018-19 school year and subsequent school years and end on June 30 of each school year. Lozano Smith will provide written notice to Client, to the County Superintendent, and to other participating school districts in Butte County by May 1 of each school year of the fees for basic legal services for the upcoming school year in the same format as Attachment B. Client may determine not to participate in the Program for a Renewal Term by giving written notice to Lozano Smith no later than June 15 of its desire not to participate for a Renewal Term. The Program will continue for any such Renewal Terms Client desires upon this written notice from Lozano Smith, which shall be effective without further amendment to this Agreement.

5. Monthly Invoices: Payment of Basic Legal Services by County Superintendent of Schools; Payment of Specialized Legal Services if Requested by District. Lozano Smith shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. For basic legal services, there shall be no charge on the Statement, as it will be paid by the County Superintendent under the Legal Services Program. For any specialized legal services requested, District shall pay the Firm’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

6. Attorney-Client Relationship. Notwithstanding the payment of basic legal services by the County Superintendent, Lozano Smith’s duty of loyalty, attorney-client relationship, and the exercise of its independent professional judgment shall be exclusively for and to the benefit of the Client. All confidential communications and communications under the attorney-client relationship, shall be preserved. Client hereby consents for the County Superintendent to pay for basic legal services during the Initial Term pursuant to Rules of Professional Conduct 3-310 which states:
"A member shall not accept compensation for representing a client from one other than the client unless: (1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and (2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e) ['To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client']; and (3) The member obtains the client's informed written consent . . ."

7. **Potential and Actual Conflicts of Interest.** If Lozano Smith becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Lozano Smith, Lozano Smith will comply with applicable laws and rules of professional conduct.

8. **Independent Contractor.** Lozano Smith is an independent contractor and not an employee of Client.

9. **Termination.**

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

   b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client’s consent or for good cause. Good cause exists if (a) Client fails to pay Attorney’s Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client’s duty to cooperate with Attorney in protecting Client’s interests, (c) Client has failed to disclose material facts to Attorney, (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney, or (e) if Lozano Smith determines that not enough Districts are participating to make the Program effective for Butte County school districts. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

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

10. **Maintenance of Insurance.** Lozano Smith agrees that, during the term of this Agreement, Lozano Smith shall maintain liability and errors and omissions insurance.

11. **Dispute Resolution.**

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

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

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

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

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

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

14. **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefit of, any third party.
16. Assignment. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. Execution in Counterparts. The Agreement may be executed in counterparts on separate signature pages. Copies of signatures shall have the same force and effect as original signatures.

SO AGREED:

DURHAM UNIFIED SCHOOL DISTRICT

LOZANO SMITH, LLP

By: [Signature] Date: February 1, 2018
By: Karen M. Rezende Date: [Signature]
Its: Managing Partner
DURHAM UNIFIED SCHOOL DISTRICT
Board Meeting Date: February 21, 2018

SUBJECT: E-Rate Contract with Gigakom

PREPARER: Ron Sherrod

<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 district is eligible for E-Rate funding for certain approved information technology purchases. This contract is consistent with the district’s technology plan and represents an update of the 2018-19 infrastructure needs for each school site.

Gigakom was selected through a competitive bidding process and identified as the lowest responsible bidder. The prices quoted are pre-discount. The amount of discount provided through E-Rate will be determined by the Universal Service Administration Company (USAC) after notification of vendor selection.
Contract for Planned E-Rate Purchase
Year 2018-2019

Note: The purpose of this letter is to create an E-rate applicant's contractual agreement to purchase eligible products and service for the funding year based on the acceptance of the attached specifications and price quotation.

Company Name GigaKom

Company Address: 3615 Kearny Villa Road, Suite 201 San Diego, CA. 92123

Dear Valeska

This letter will this letter will confirm our decision to purchase $84,821.03 of Network Electronics, (proposal # 1800) from your company during the next E-rate funding year 07/01/2018 to 09/30/2019 as specified in the RFP posted on the form 470 and reflected in the attached specifications and price quotations. The procurement of these product(s)/service(s) will depend upon the following conditions:

1. Final approval of next year's fiscal budget. For multiple year contracts the procurement is contingent upon approval by the board of each year's budget.
2. Contract confirmation by next year's school board.
3. Award of associated E-rate funding for any year the contract is in place.
4. Vendor shall furnish the District for a total contract price of eighty four thousand, eight hundred twenty one dollars three cents. ($). 84,821.03
5. This contract price includes entire "pre-discount" amount as shown in funding request cost calculation for the FRN. The district will only be liable to pay the pre-discount amount minus the "funding commitment request", or amounts for said calculation as shown on the actual funding commitment decision letter. Further the district may elect to proportionally reduce the costs of the project, both SLD and district funded portions, due to reduction in the scope as needed to meet the districts need at the actual time of funding.

This contract is intended to secure the entire scope of work and or equipment as attached.

To accept these terms and conditions, please sign and return to the district.

Sincerely,

[Signature]

Authorized District Signature

Name and Title: Ron Sherrod CBO

Date: 

[Signature]

Authorized Vendor Signature

Name and Title: Valeska Utreras

Date: 1/22/2018


<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Weight</th>
<th>Raw Score**</th>
<th>Weighted Score***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prices/Charges</td>
<td>40%</td>
<td>4</td>
<td>1.6</td>
</tr>
<tr>
<td>Full RFP Quoted</td>
<td>20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prior Experience</td>
<td>10%</td>
<td>3</td>
<td>0.3</td>
</tr>
<tr>
<td>Managability, Consistent with or works fully with existing network equipment</td>
<td>30%</td>
<td>2</td>
<td>0.6</td>
</tr>
<tr>
<td>Prices/Total Score</td>
<td></td>
<td>$77,660.70</td>
<td>2.5</td>
</tr>
</tbody>
</table>

Vendor Selected: GigaKom

Approve By: Ron Sherrod
Title: CBO
Date: 

Bid Assessment Comments, if needed:
The district believes that the less expensive options TSI and ATS will increase the maintenance costs as they are not consistent with district equipment in place. Use of this equipment will increase training costs for the contract and district technicians. LAN Technician: "Based on the hardware performance reliability we feel this product will not meet or last as long as a Cisco product. This will affect life-cycle costs and support logistics."

Notes:
* Percentage weights must add up to 100%. Price must be weighted the heaviest.
** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
*** Weight x Raw Score
GigaKOM Proposal for
Durham Unified School District
Internal Connections and/or BMIC
470 # 180005823

By

GigaKOM
E-Rate 2018 – 7/1/2018 to 6/30/2019

SPIN # 143027209
FCC # 0011991395
Certified Small Business Micro # 40936
DIR Registration # 1000003984
Contractor License # 910431
CPUC # U-1202-C

Date: 12/21/2017

GigaKOM respectfully requests that the information in this proposal not be used or disclosed, in full or part, for any purpose other than that for which it was originally furnished without prior written permission of GigaKOM.
# Table of Contents

1. COVER LETTER ................................................................. 3
2. GigaKOM CONTACTS ......................................................... 4
3. INTRODUCTION – DESCRIPTION OF FIRM .......................... 5
4. EXPERIENCE AND QUALIFICATIONS .................................... 6
5. CERTIFICATIONS, TRAINING AND SPECIALIZATIONS .............. 7
6. MASTER CONTRACTS AND PURCHASING AUTHORIZATIONS ....... 8
7. METHODOLOGY FOR PROVIDING SERVICES ......................... 9
   Support Services .......................................................... 13
8. PRICING ........................................................................ 19
9. UNIVERSAL SERVICE PROGRAM RESTRICTIONS AND INVOICING .... 22
10. SPECIAL NOTES AND CONDITIONS .................................... 22
11. REFERENCES ............................................................... 25
12. APPENDICES .................................................................. 28
1. Cover Letter

December 21st, 2017
Jim Galloway
9420 Putney Drive
Durham, CA 95938

Dear Mr. Galloway

GigaKOM thanks you for the opportunity to present our Category 2 erate proposal. We have carefully constructed a complete technical solution that will serve your District for many, many years.

GigaKOM is a full service Information Technology Solutions Provider, as we specialize in full cycle IT Solutions. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services. Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM is your strategic partner and trusted advisor. We will engage with you to create and execute your strategic goals. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HP, Aerohive, Ruckus Microsoft, VMWare, and more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services. We have completed projects from a single-server upgrade to the design and installation of complete data centers.

Thank you for your consideration and the opportunity to partner with Durham Unified School District on this erate Category 2 Project.

Valeska Utreras

P 858-769-5417
F 858-565-2453
ValeskaUtreras@gigakom.com

GigaKOM
3615 Kearny Villa Road
Suite 201
San Diego, CA 92123
www.gigakom.com
2 GigaKOM Contacts

The GigaKOM contacts for this proposal are:

Contacts:

Valeska Utreras  
Account Manager  
Phone: (858) 769-5417  
Fax: (858) 565-2443  
Valeskautreras@gigakom.com

Greg Argendeli  
VP Engineering Services  
Phone: (858) 769-5403  
Fax: (858) 565-2443  
arg@gigakom.com

Office Locations

- **MAIN OFFICE/San Diego**  
  3615 Kearny Villa Road, Suite 201  
  San Diego, CA 92123

- **Los Angeles**  
  9107 Wilshire Blvd, Suite 450  
  Beverly Hills, CA 90210

- **Northern California**  
  3511 Thomas Road, Suite 9  
  Santa Clara, CA 95054

- **Bay Area**  
  1600 Harbor Bay Parkway, Ste 100  
  Alameda, CA 94502

- **Central California**  
  4450 California Ave, Suite 192  
  Bakersfield, CA 93309

- **Fresno**  
  1713 Tulare St  
  Fresno, CA 93721
3 Introduction – Description of Firm

This proposal is for GigaKOM to assist Durham Unified School District with Category 2 Internal Connections for E-Rate Eligible Network and Telecommunications Systems.

GigaKOM is a full service Information Technology Solutions Provider. We specialize in Technology for Education. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has delivered solutions ranging from desktops, mobile devices, and classroom technology to complete networks and data centers including virtualization. Our solutions ensure access to the vast array of technology resources that are available to improve your District's efficiency and learning experience. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE / Aruba, Aerohive, Ruckus, Microsoft, VMWare, Xirrus and more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services.

GigaKOM is an established vendor that has been providing ERATE and non-ERATE services for the past nine years throughout California, utilizing employees that have been in the program since year one (including a former California Certified ERATE Trainer). We have completed projects from a single-server upgrade to the design and installation of complete school data centers.
4 Experience and Qualifications

GigaKOM is a full service Information Technology Solutions Provider. Our vision is to improve the stability of each and every network we service. We have partnered with the industry’s best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has created solutions ranging from desktops to complete networks that ensure access to the vast array of technology resources that are available to improve your business efficiency. GigaKOM's engineers hold the highest level of certification.

GigaKOM has completed multiple enterprise level implementations in all the areas below, as well as technologies not listed. Please see References section for a sample of projects completed.

Systems Integration:

GigaKOM provides professional computer solutions and services to improve the client’s technological capabilities.

Infrastructure design and installation, Integration services, and Implementation management are mission-critical to any technology project. GigaKOM integrates these services to provide a single source for all computing needs. Below are samples of the ways that GigaKOM can assist our Education clients.

Local and Wide Area Network (LAN/WAN) Design & Implementation Services:

GigaKOM helps organizations design, install, and maintain enterprise-wide systems for voice, video, and data communications. Utilizing industry standard technology and certified engineers and project managers, GigaKOM works with organizations to ensure stable, robust, and expandable solutions for our client’s needs. Network documentation and infrastructure testing capabilities are an integral part of the LAN/WAN services.

Security Services:

GigaKOM provides our clients with the programs and tools necessary to ensure network security at all levels. GigaKOM analyzes, recommends, installs security systems, and assists in establishing policies and procedures to provide the highest level of technology security available. GigaKOM provides an array of security provisions: physical security, desktop provisions, virus protection software, firewalls, intrusion detection systems, and internet filtering capabilities.

Hardware and Software Services:

GigaKOM, through its experience and partnerships, offers a high level of expertise in product selection, purchasing, installation, and maintenance – from desktop computers to the entire network infrastructure. GigaKOM offers a hardware/software asset management and license compliance service.

Cloud Computing, Virtualization and Thin Client:

GigaKOM guides businesses in decision and implementation of Cloud, Virtualization and Thin Client solutions.

Cloud Computing provides for decentralization of hardware, risk and recovery advantages, as well as Access-Anywhere capabilities.

Thin-client technology transforms networks from a collection of decentralized computer devices into a centrally manageable computing environment, providing low-cost, standardized, easily updateable, and centralized systems.

Virtualization provides many benefits including fail-over and redundancy solutions, leveraging hardware utilization, and cost savings in power, facilities and management.
Network Management and Maintenance:

GigaKOM provides comprehensive network maintenance solutions customer tailored to meet each individual client's network requirements. From hardware warranty programs, to labor support and complete network management programs, GigaKOM has the program and expertise to keep networks running at their optimal capabilities.

GigaKOM wants to be your Partner in Educational Technology. We are certified by all major IT manufacturers and specialize in servicing customers throughout the South Western United States.

5 Certifications, Training and Specializations:
Listed are some of our Partner and Certifications

Cisco
Company Certification
- Premier Certified Partner

Specializations
- Advanced Unified Communications
- Express Foundation
- Cisco Capital Financing
- Cisco Smart Care Services
- Cisco Smart Care

Professional Certification and Training
- CCIE, CCNP, CCDA and more

Microsoft
Company Certification
- Authorized Partner

Specializations
- Educational Licensing Authorized

HPE - Aruba
Company Certification
- HPE Aruba Gold Partner
- Networking Elite

Specializations
- Public Sector

VMware
Company Certification
- Professional
- Educational Licensing

Xirrus Wireless
Company Certification
- Gold Certification

Aerohive Wireless
Company Certification
- Elite Certified Partner
6 Master Contracts and Purchasing Authorizations:
In order to best serve our Government and Educational customers, GigaKOM has multiple purchasing vehicles available. Our contracts include:

**CMAS Contract ID 3-17-70-2346J**
- Cisco Networking Equipment
- Cisco Services
- HPE Networking Equipment and Services
- HP Computer Systems and Services
- Data Communications -- Equipment

**CMAS Contract ID 3-15-84-0014B**
- Ruckus Wireless

**CMAS Contract ID 3-13-70-2346E**
- Technical Labor Services

**CMAS Contract ID 3-12-70-2346F**
- Axis

**CMAS Contract ID 3-13-70-2346H**
- Aerohive

**GSA Schedule GS-35F-0143R**
- APC
- Ergotron
- HP, HPE, HPI
- Lenovo
- NEC
- Sony
- TrippLite
- Xerox

**GSA Schedule GS-35F-0349S**
- Cisco Networking Communications
- Hewlett Packard Enterprise
- Hewlett Packard, Inc

**WSCA NASPO Contract AR-233**
- Cisco Networking Communications
- Cisco Maintenance
- Cisco Services
- Cisco Servers
- Cisco Software

**WSCAContract – HP**
- HP ProLiant Hardware
- HP Blade Systems
- HP Storage Products
- HP Printer
For further information on these contracts please contact your GigaKOM sales representative for terms, conditions and product pricing.

Contracts listed are for reference and referral. Contracts listed may be utilizes at part or all of product and service fulfillment. No bid is considered to be under one or any of the above contracts unless specifically outlined within the purchase agreement and confirmed by both parties. Additional fees may be charged by the Government Agency in association with the contract. Please refer to terms of schedule.

7 Methodology for Providing Services

GigaKOM proposes the following phased approach for new component integration into your network. With this approach GigaKOM will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.

Phase approach includes:
1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

In Preparation and Response Phase, GigaKOM will respond to customer's solution request based on requirements specified and propose a High Level Design and product to address customer's needs.

Assessment Phase will determine if the existing system infrastructure, sites, and operational environment are able to support its proposed system.

During the Implementation Phase, GigaKOM will install the new technology into the customer's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at customer request, will propose a Maintenance support structure to help ensure that the customer's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

Preparation and Response Phase:

In this phase GigaKOM will analyze customer needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware
that will needed to deliver the solution. We will allocate key members of the team trained and
certified in the technology (per customer requirements).

Assessment Phase:

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates
the readiness of your current facilities infrastructure to support the new technology. GigaKOM will
identify physical, environmental, electrical and procedural modification that should be made prior
to implementation. As part of the assessment GigaKOM will provide Assessment Analysis
documents for each of the below specified actions with findings and the mitigation plan with any
potential costs.

Methodology for Assessment:

Site Readiness Assessment, We will prepare for your deployment with a comprehensive
site assessment that evaluates the readiness of your current facilities infrastructure to
support the new technology. You will identify physical, environmental, and electrical
modifications that should be made prior to implementation.

There are three activities associated with the site readiness assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis.

The site readiness assessment service component assesses the ability of the customer’s site
facilities to accommodate the new technology system. Following completion of the site
survey, you will identify any gaps with site requirements specifications.

Network Readiness Assessment: GigaKOM will prepare for your solution deployment by
assessing the readiness of your existing network infrastructure and determining any
modifications that should be made prior to implementation. The modifications could include
physical and logical configurations, solution capacity, quality of service (QoS), and solution
resiliency, security, and integration with existing legacy platforms. The network readiness
assessment service component assesses the customer’s existing network infrastructure and
applications to verify its ability to support the proposed technology system. This service also
analyzes the physical and logical configuration of the network and analyzes network design
issues, such as scalability, Quality of Service, network resiliency and security, and the
potential effects of integrating the proposed system with existing infrastructure.

Operations Readiness Assessment: GigaKOM will prepare for your technology solution
deployment with a comprehensive assessment that evaluates the readiness of the people,
processes, and tools in your current operations and network management infrastructure for
both voice and data to support the new solution. The operations readiness assessment
service component assesses the current state of customers’ operations and network
management infrastructure, including people, processes, and tools, to identify issues and
opportunities for improvement.

In addition, the operations readiness assessment identifies issues pertinent to defining,
monitoring, and maintaining the proposed system service-level requirements, which are
measured through availability, capacity, and security metrics. It also identifies the customer’s
support model and associated skills and knowledge requirements.

- GigaKOM will collect and verify information about current operations support infrastructure
- GigaKOM will identify customer support model
GigaKOM will identify skills and knowledge requirement to support new solution

Implementation Phase:
During the implementation phase, GigaKOM will install the new technology into the customer’s network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

Steps for Implementation Phase
- Project Planning
- Kickoff
- Staging
- Implementation
  - Core Components Rollout
  - System Integration
  - System Migration (as requested per customer)
- Training
- As Built Documentation

Project Planning:
During project planning GigaKOM will develop the project management, escalation, and communication plans, and conduct an internal kick-off meeting.

Kickoff:
During implementation project kickoff GigaKOM will conduct the kickoff meeting with all parties involved in the deployment of system. At the meeting parties will review and confirm implementation milestones, roles, and responsibilities using a project plan, as well as review the escalation and communication plans to ensure everyone is on the same page, and share the plan for leading the project to a successful completion. The District will be provided access to an on-line portal with the ability to view and track the project as phases are planned and implemented.

Staging:
During staging, GigaKOM will stage the communications hardware and software to be installed in the customer’s network. GigaKOM will test the solution components in a non-production lab environment. After the successful completion of staging, the hardware delivered to the customer site and made ready for the implementation phase.

Implementation:
- Core Component Rollout: During core product implementation GigaKOM will install, configure, integrate, and test the solution components, providing an implemented production ready solution, making it ready for the integration of National City’s existing users and services from existing infrastructure to the new solution.
- Legacy System Integration: The legacy systems as applicable will undergo an integration of the customer’s network solution components and requires the validation of integration options that are compatible with the new solution. GigaKOM will perform the test and integration between the systems.

Training:
GigaKOM will prepare and conduct end-user training and staff training. GigaKOM will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to business policy.
As Built Documentation:
During as built documentation, as the final stage of implementation phase GigaKOM will compile documentation of the current system in an as built solution binder. In the binder, you will include logical and physical topology maps, IP schemes, serial numbers, application configurations, and legacy migration or integration configurations. Additionally, you will finalize network documentation that reflects as built information for the customer, including specific design requirements and configurations.

- Compile documentation into a as built solution binder
  - Logical and physical topology maps
  - Dial plans
  - Serial numbers
  - Legacy configurations
  - Application Configuration

Operation and Optimization phase:
During the operation phase, we will justify customer network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. During operations setup, we will set up the customer to provide operational support to the network, including development of an operational support plan and an Ongoing Support Handoff Kit. Assisting the customer in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

- Develop an Operation Support Plan
- Assist the customer in developing process to manage the system

Incident Management: During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate and resolve incidents
- Incidents are tracked and managed in case management system - Autotask
  Incident Management Steps:
  1. Identify Incident
  2. Classify and prioritize the incident
  3. Isolate the incident
  4. Recover from incident outage
  5. Validate resolution
  6. Track and monitor progress
  7. Close the incident
Support Services
GigaKOM’s delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, GigaKOM follows the standard Methodologies for delivering the types of services as defined below.

Support Services can include the following components:
- **Manufacture maintenance agreements**
  - Software Downloads, bug fixes, security patching and technical
  - Hardware replacement warranties
- **Hardware replacement time and materials funding pools.**
- **Labor based technical support**
  - On-site technical support
  - Remote technical support
  - Remediation of technical issues
  - Labor based maintenance of network components to insure equipment operates at manufacture and industry specified performance levels.
- **Cable plant repair, upkeep and maintenance**

Based on the requested services from the client, GigaKOM would be prepared to meet expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number as well as a web-portal for the reporting of troubles on a customer network.

**Manufacture maintenance agreements**

GigaKOM has partnered with most network manufactures to provide warranty solutions where available to provide eligible maintenance agreements.

For Maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels and any End-of-support issues. GigaKOM will procure the maintenance contract with the manufacture and insure warranty is provided under the District's name and copies of the contract will be provided to the district.

For ineligible components or services, including Hardware warranties, GigaKOM will identify such components to the District and provide the District options to procure these services outside of E-rate funding.

**Hardware replacement time and materials funding pools.**

Within E-Rate guidelines certain funding is available for time and materials repair and replacement for the maintenance and upkeep of eligible equipment. Where appropriate GigaKOM will work with District to identify the eligible equipment.

**Labor Based Technical Support:**

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to insure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:
- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with GigaKOM and the client, based on recommendations from GigaKOM, we provide solutions that include:
- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Weekly Windows Server Security and Health Check
- Server Operating System and Security Patching

GigaKOM Standards for Performance

- Initial Engagement and Yearly Network Discovery and Mapping
- For all activity performed on a network, status reports of actions taken and tasks completed are provided.

Network Restoration Process

Client desires the support and restoration of Network down problems caused by E-rate eligible equipment or cable plant.
Description: The following activities will be done by the GigaKOM over the term of the project as services are required.

1) Receive incident or request notification from Client personnel. This notification will come from the Client personnel who receive and respond to the initial problem call from the end user, and will only be forwarded to the GigaKOM technicians when it appears to be related to E-Rate eligible equipment.

2) Record all problem and request tickets in the GigaKOM ticket management system.

3) Perform "second level" incident and request handling using GigaKOM remote engineers. If necessary, we will dispatch a local GigaKOM field engineer. Additional engineers will be dispatched as needed to meet the service response requirement and will be dispatched immediately for more critical network down situations.

4) Provide "ownership to resolution" of GigaKOM handled incidents, report on the progress of problem resolution, confirm resolution of the incident with Client personnel, and log final resolution. Please note that in accordance with SLD guidelines, GigaKOM can provide eligible maintenance services as long as the equipment at issue is thought to be eligible. If the issue is determined to be caused by ineligible equipment, this will be reported back to Client personnel, and further work must be handled through Project Change Control.

5) Prioritize activities in accordance with documentation and procedural standards developed by GigaKOM and agreed to by Client.

6) Coordination and scheduling of GigaKOM resources.

Customers under a labor-based maintenance contract will be covered under the below Billing and Service Delivery Schedule unless specifically altered under contract.

BILLING AND SERVICE DELIVERY SCHEDULE

I Response Times:

GigaKOM provides for a 24 hour Customer Service Center access number, as well as on-line trouble ticketing portal. For tickets opened via one of these methods GigaKOM will provide during standard working hours:
### Response Times and Escalation Schedule

<table>
<thead>
<tr>
<th>Priority</th>
<th>Description</th>
<th>Response Times</th>
<th>Escalation Policy</th>
<th>Billing Rate for Services</th>
</tr>
</thead>
</table>
| Critical (Priority 1) | Network down or critical impact to business operations. GigaKOM and end user will provide full-time resources to the situation resolution | **1 Hour:** Diagnostics begin  
**2 Hour:** technician assigned  
**Next Business Day or better:** on-site dispatch if necessary | **1 Hour:** Service Supervisor  
8 Hours Director of Operations  
24 Hours: President / CEO | Critical tickets are billed double rate with a minimum 2 hour billing.  
Standard labor terms apply |
| High (Priority 2) | Operations of a Network are severely degraded; customer business operations are negatively impacted. GigaKOM and end user will commit full-time resources during normal business hours to address situation. | **2 Hour:** Diagnostics Begin  
**4 Hours:** Technician assigned  
**Next Business Day on-site dispatch if necessary** | **4 Hour:** Service Supervisor  
24 Hours: Director of Operations  
48 hours: President / CEO | High priority tickets are billed at a one and a half (1 ½) rate with minimum 2 hour billing.  
Standard labor terms apply |
| Medium / Normal (Priority 3) | Operational performance of the network is impaired. Business functions remain functional. GigaKOM and end user are willing to commit resources during standard business hours to restore service to satisfactory levels. | **4 to 8 Hours:** diagnostics and technician assigned  
**On-site dispatch (if required) as scheduled with End User.** | **24 Hour:** Service Supervisor  
48 hours: Director of Operations  
72 Hour: Department Manager | Billing rate as quoted.  
Standard labor terms apply |
| Low (Priority 4) | Assistance or information requested. Typically product capabilities, installation or configuration issues. | **8 Hour:** Initial response.  
**72 Hours:** Service Supervisor | | Billing rate as quoted.  
Standard labor terms apply |

(all times listed are based on standard working hours)
The clock starts on all issues once the support request has been added to our Autotask ticketing system.
II Definitions:

The service priority Critical, High, Medium, or Low is set at the initiation of the ticket and remains at that level through completion

- Critical Priority is defined as a complete network down event or an event that has a critical impact to business operations. GigaKOM may assign multiple concurrent resources to critical events. The customer may request the ticket to be assigned to this priority based on the customer’s business objectives.

- High Priority is defined as an event where operations of a network are severely degraded and business operations are negatively impacted. GigaKOM may assign multiple, concurrent resources to critical events. The customer may request the ticket to be assigned to this priority based on the customer’s business objectives.

- Medium Priority is defined as an event that impairs the operational performance of the network, business operations remain functional but may be degraded. GigaKOM and the customer are willing to commit resourced during normal business hours to restore service. Unless otherwise requested by the customer, this is the default level for all service tickets.

- Low Priority is defined as a general assistance or informational request. Network Performance degradation is negligible. This level of service is most commonly associated with initial installation or configurations tickets. The customer may request the ticket to be assigned to this priority based on the customer’s business objectives.

III Standard Labor Terms

<table>
<thead>
<tr>
<th>Travel:</th>
<th>Not billed unless specified in contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard specified</td>
<td>All billing in 1/2 hour increments unless otherwise specified</td>
</tr>
<tr>
<td>Critical Priority</td>
<td>2.0 x rate, 2 hour minimum billing</td>
</tr>
<tr>
<td>High Priority</td>
<td>1.5x rate, 2 hour minimum billing</td>
</tr>
<tr>
<td>Overtime</td>
<td>1.5 x rate, 1 hour minimum billing</td>
</tr>
<tr>
<td>Weekend</td>
<td>1.5 x rate, 2 hour minimum billing</td>
</tr>
<tr>
<td>Holiday</td>
<td>2.0 x rate, 4 hour minimum billing</td>
</tr>
</tbody>
</table>

Coverage

Standard: 8:00am to 5:00pm Monday through Friday PST
Overtime: Monday through Friday 5:00pm to 8:00am the following day
Weekend: Friday 5:00pm to 8:00am Monday
Holiday: 5:00pm prior day to Holiday to 8:00am the day after the holiday

Holidays
A fee of $250 will be assessed for customer cancellation of dispatched engineer, or customer not being ready.

IV Billing Information
GigaKOM will invoice labor against the contract on a bi-weekly basis. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contact will be tracked by GigaKOM and will be available to customer upon request. In certain instances GigaKOM may exceed the contracted hours in the delivery of service. GigaKOM will invoice any additional hours at the rate agreed to under the contract and will provide notice to the customer when overages occur. Once identified, GigaKOM will work with customer to establish a change order or new contract for continuing services.

V Responsibilities and Assumptions

- Customer to provide access to systems and facilities to facilitate work.
- Customer to provide GigaKOM with access to all equipment covered under this agreement. If such access is not provided, GigaKOM will have reduced or limited ability to address problems and provide resolution.
- Customer to provide necessary user names and passwords where applicable.
- Customer will identify at least one person to work with GigaKOM throughout the service request. This person will communicate with GigaKOM and provide information on a timely basis.
- For critical and high priority issues, customer will provide an escalation / alternate contact to issue timely communications and resources.
- For critical priority issues, customer is committed to working with GigaKOM on a 24-hour basis, if required, through problem resolution.
- Customer is responsible for providing a contact who is knowledgeable to the technical aspects of the problem.
- Customer to provide GigaKOM with a list of key personnel and contact information including after hours and escalations / approvals.
- Customer is responsible for having vendor / manufacture service support agreements necessary to maintain, trouble shoot and repair hardware and software issues.
- Customer will provide service provider account numbers, circuit ids, contacts and contract information where necessary to facilitate service delivery or resolution.
- Customer to provide a list of all contract service agreements, contact names, contact numbers and contract numbers for all service agreements to be managed by GigaKOM.
- Customer to provide any additional information required by GigaKOM.
- Customer to provide all necessary supplies and accessories, attachments or other devices incidental to the service.

- Customer is responsible for data, backups and/or migrations of data. GigaKOM is NOT responsible for the loss of customer data during remediation or migration processes.

- Customer is responsible for all necessary permits, licenses or authorities necessary for the provisioning of services.

- Customer will be responsible for additional materials, equipment, or loaner materials costs necessary to facilitate problem resolution.

- GigaKOM engineers obey all traffic, travel, and safety regulations.

GigaKOM shall not be responsible for service or Service Level Agreement degradation delays due to the lack of customer compliance with the above items.
# Pricing

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges.
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount.
- GigaKOM recommends 10% contingency for project for any unforeseen add, move and changes.

---

**Bill To:**
Jim Galloway  
Durham Unified School District  
9420 Putney Drive  
Durham, CA 95938  
Phone: (930)403-7387  
Email: jmp@gigconsult.com

**Ship To:**
Jim Galloway  
Durham Unified School District  
9420 Putney Drive  
Durham, CA 95938  
Phone: (930)403-7387  
Email: jmp@gigconsult.com

<table>
<thead>
<tr>
<th>Item #</th>
<th>Mfr. Part</th>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WS-C3850-12XS-E</td>
<td>Cisco Catalyst 3850 12 Port 10G SFP+ Fiber Switch IP Services</td>
<td>$7,544.97</td>
<td>1</td>
<td>$7,544.97</td>
</tr>
<tr>
<td>2</td>
<td>CON-SW-WSC3851E</td>
<td>SmartNet, NBD, E-Rate eligible</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>PWR-C1-350WAC=</td>
<td>2nd 350W Power Supply</td>
<td>$301.24</td>
<td>1</td>
<td>$301.24</td>
</tr>
<tr>
<td>4</td>
<td>WS-C3650-48FQ-L</td>
<td>Cisco Catalyst 3650 48 Port 1G PoE w/ 4x10G Uplink ports (IDF)</td>
<td>$5,144.30</td>
<td>5</td>
<td>$25,721.50</td>
</tr>
<tr>
<td>5</td>
<td>CON-SW-WS3654FQ</td>
<td>SmartNet, NBD, E-Rate eligible</td>
<td>$0.00</td>
<td>5</td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>PWR-C2-1025WAC=</td>
<td>2nd 1025W Power Supply Spare</td>
<td>$834.21</td>
<td>5</td>
<td>$4,171.05</td>
</tr>
<tr>
<td>7</td>
<td>GLC-SX-MMD=</td>
<td>1000Base-SX GE SFP Transceiver (1GB, Short Range)</td>
<td>$231.73</td>
<td>15</td>
<td>$3,475.95</td>
</tr>
<tr>
<td>8</td>
<td>JW185A</td>
<td>Aruba AP-325 WAP (requires controller)</td>
<td>$682.97</td>
<td>5</td>
<td>$3,414.85</td>
</tr>
<tr>
<td>9</td>
<td>JW472AAE</td>
<td>Aruba AP License</td>
<td>$39.21</td>
<td>5</td>
<td>$196.05</td>
</tr>
<tr>
<td>10</td>
<td>JW473AAE</td>
<td>Policy Enforcement Firewall Module License</td>
<td>$39.21</td>
<td>5</td>
<td>$196.05</td>
</tr>
<tr>
<td>11</td>
<td>JW046A</td>
<td>Network device wall mount kit (if surface mounting is required)</td>
<td>$13.07</td>
<td>1</td>
<td>$13.07</td>
</tr>
</tbody>
</table>

**Number:** 1800  
**Date:** 12/20/2017  
**HQ:** 3615 Kearny Villa Rd, Suite 201, San Diego, CA 92123  
**T:** (858) 769 5408  
**F:** (858) 565 2443  

---
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>*12</td>
<td>JW605AAE AirWave Wireless Management Suite - License 1 PER DEVICE (AP/Controller)</td>
<td>5</td>
<td>$30.14</td>
<td>$150.70</td>
</tr>
<tr>
<td>*13</td>
<td>TAX 7.25% Durham Elementary School Tax on Hardware 7.25%</td>
<td>1</td>
<td>$3,236.59</td>
<td>$3,236.59</td>
</tr>
<tr>
<td></td>
<td><strong>Group Total</strong></td>
<td></td>
<td><strong>$48,422.02</strong></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>WS-C3850-24XS-E Cisco Catalyst 3850 24 Port 10G SFP+ Fiber Switch IP Services (MDF)</td>
<td>1</td>
<td>$12,165.56</td>
<td>$12,165.56</td>
</tr>
<tr>
<td>*15</td>
<td>CON-SW-WSCX3852 SmartNet, NBD, E-Rate eligible</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>PWR-C1-715WAC/2 2nd 715W Power Supply</td>
<td>1</td>
<td>$579.31</td>
<td>$579.31</td>
</tr>
<tr>
<td>*17</td>
<td>TAX 7.25% Durham High School Tax 7.25%</td>
<td>1</td>
<td>$924.00</td>
<td>$924.00</td>
</tr>
<tr>
<td></td>
<td><strong>Group Total</strong></td>
<td></td>
<td><strong>$13,668.87</strong></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>WS-C3850-12XS-E Cisco Catalyst 3850 12 Port 10G SFP+ Fiber Switch IP Services</td>
<td>1</td>
<td>$7,544.97</td>
<td>$7,544.97</td>
</tr>
<tr>
<td>*19</td>
<td>CON-SW-WSCX3851E SmartNet, NBD, E-Rate eligible</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>20</td>
<td>PWR-C1-350WAC= 2nd 350W Power Supply</td>
<td>1</td>
<td>$301.24</td>
<td>$301.24</td>
</tr>
<tr>
<td>21</td>
<td>WS-C3650-48FQ-L Cisco Catalyst 3650 48 Port 1G PoE w/ 4x10G Uplink ports (IDF)</td>
<td>2</td>
<td>$5,144.30</td>
<td>$10,288.60</td>
</tr>
<tr>
<td>*22</td>
<td>CON-SW-WS3654FQ SmartNet, NBD, E-Rate eligible</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>23</td>
<td>PWR-C2-1025WAC= 2nd 1025W Power Supply Spare</td>
<td>2</td>
<td>$1,668.42</td>
<td>$3,336.84</td>
</tr>
<tr>
<td>24</td>
<td>GLC-SX-MMD= 1000Base-SX GE SFP Transceiver (1GB, Short Range)</td>
<td>6</td>
<td>$1,390.38</td>
<td>$8,342.28</td>
</tr>
<tr>
<td>*25</td>
<td>TAX 7.25% Durham Intermediate Tax on Hardware 7.25%</td>
<td>1</td>
<td>$1,536.53</td>
<td>$1,536.53</td>
</tr>
</tbody>
</table>

**25 item(s)**

Sub-Total: $84,821.03
Tax @ 0%: $0.00
Freight: $0.00

**Total**: $84,821.03

(*) Tax exempted Part(s)
Shipping and Delivery Details

Shipping: UPS Ground

Payment Details

Terms and Conditions

SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 49936, DIR Registration: 1000003984

Assumptions:
1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
2. Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for
   after hour / holiday work might apply.
3. Parking on site shall be provided by customer at no cost to GigaKOM.
4. Customer will provide free and clear access to all working areas.
5. An onsite contact and access must be provided to GigaKOM prior to job site arrival.
6. Any down time resulting from the lack of access or customer required information, equipment is not the responsibility
   of GigaKOM and is billable.

Terms and Conditions: This Estimate shall be subject to the GigaKOM Standard Terms and Conditions set forth at:
Please review

http://docs.gigakom.com/terms-and-conditions.pdf
Labor Billing:

The price set forth above is a good faith estimate based on the information received through the date of this Estimate
and may change based on updated information. Any price changes shall be communicated to customer through a
revised Estimate. This Estimate is valid for 30 days from the date of issue. GigaKOM WILL BILL IN PROGRESS
INVOICES, HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on customer site or at GigaKOM
whichever occurs first. Additional training or Professional Services can be provided at our standard rates. Shipping
charged may apply to all orders. Shipping Charges are estimates and will be billed at actual amount if higher. TEL:
858-769-5408 FAX: 858-565-2453. Payment Details Past due amounts subject to finance charges* Customer shall
reimburse all costs incurred in collecting past due amounts** See GigaKOM Standard Terms and Conditions

Prepared by: Valeska Utreras Email: valeskauteras@gigakom.com Phone: 8587695417
9 Universal Service Program Restrictions and Invoicing

The Universal Service program has a number of restrictions on the use of the funds in order to collect discounts. The following restrictions are required for the district to receive the discounts on these services.

- Services and/or products will be limited to only those dealing with technical support of telecommunications and internal connections as specified in the latest version of FCC Document CC Docket No. 96-45 Schools and Libraries Eligibility List. Or the latest rules posted on the SLD web site (http://www.sl.universalservice.org). Any services and/or products not covered on the eligibility list must be covered under a separate contract and invoice.

- The services and/or products for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Discounts are not available for internal connections in non-instructional buildings of a school or school district, or in administrative buildings of a library, to the extent that a library system has separate administrative buildings, unless those internal connections are essential for the effective transport of information to an instructional building of a school or to a non-administrative building of a library. 47 C.F.R. § 54.506

- All services/products must be performed/supplied during the respective E-Rate funding year.

- GigaKOM is experienced, competent and complies with all USAC and SLD policies, programs and requirements for invoicing and billing.

10 Special Notes and Conditions

Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.

- Unless identified previously within the scope of work, Gigakom will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.

- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.

- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.

- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a "sequential-by-building" fashion. If a "sequential-by-building" installation is required, this must be identified prior to cable installation and will require additional charges.
- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by Gigakom, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Customer, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2-weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Customer providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring Gigakom to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of Gigakom providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. Gigakom will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee will be charged for all returned items. Special order items are non-returnable.
- Gigakom has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.
- Parking on site shall be provided by customer at no cost to Gigakom.

Terms and Conditions

GigaKOM STANDARD TERMS AND CONDITIONS:

LABOR PAYMENT TERMS: Invoices shall be submitted bi-weekly. Invoices are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: All payments are due upon receipt. For new accounts payments in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by GigaKOM within 15 calendar days of the invoice date, the Customer shall pay interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is greater) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or hereafter imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, GigaKOM shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by GigaKOM in connection therewith and, in addition, the reasonable value of GigaKOM time and expenses spent in connection with such collection action, computed at GigaKOM prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, GigaKOM may suspend performance of services upon five (5) calendar days notice to the Customer. GigaKOM shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to GigaKOM in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by GigaKOM.

SET-OFF, BACKCHARGES DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-off by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.
RISK OF LOSS OR DAMAGE: GigaKOM shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until a carrier has received the shipment pursuant to a bill of lading (f.o.b. ship point), at which time the customer assumes such risk.

MUTUAL INDEMNITY AND INSURANCE: Each party shall be responsible for, and hold the other party harmless from, any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of that party's agents or employees. GigaKOM shall maintain, at all relevant times hereof, liability insurance coverage for bodily injury, death, and property damage in an amount no less than One Million Dollars ($1,000,000.00).

BOND: If required, GigaKOM shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the amount requested by customer. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, who shall also act as the arbitrators hereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable California law. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded. The forum for disputes hereunder shall be at American Arbitration Association in San Diego County, California.

LIABILITY: GigaKOM shall not, in any event be liable to customer for incidental, consequential, or special damages claimed, including without limitation, lost business, lost profit or unavailability of all or part of any system.

WARRANTY (Limited): GigaKOM warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. GigaKOM shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of GigaKOM when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer’s only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while a system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, GigaKOM cannot control how the system and its components are used and, accordingly, GigaKOM does not warrant represent, expressly or implicitly, that use of any software, licensed materials derived there from, will comply and conform to the requirements of Federal, State and Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third parties. Further, regardless of any prior statements, representations, or course of dealings by any GigaKOM representatives, GigaKOM does not warrant or represent, expressly or implicitly, that any software, licensed materials, or use of any of the same will result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions, any and all warranties, express or implied, of fitness for high risk purposes requiring fail safe performance are hereby expressly disclaimed. You and GigaKOM each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: GigaKOM shall retain ownership of all materials supplied until final payment for same is received. GigaKOM may retrieve from the Customer's premises any material supplied wherein payment has not been tendered. The California Commercial Code shall govern this sale and this order shall not be assignable, and shall bind the representative and successors in interest of the parties.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for good returned with prior approval and a confirmed return authorization form. A deduction will be made from any credit issued to cover the reasonable cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformatted only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the State of California.
11 References

Below is an abbreviated list of similar support provided to K-12 clients

National School District
Joe Ferris, IT Supervisor, +1 (619) 336-7783, joe.ferris@national.k12.ca.us
- Provided services including network design, network architecture, project management and complete network maintenance services. Projects have included:
  - Designed and installation of a central data center at the district office to support the school district, including facilities infrastructure; rack and cabinet work; cabling for entire Data Center and District Office, fiber optics for backbone; server hardware installation and configuration; operating system deployment, and virtualization services.
  - Completed project to configure, install and implement Cisco, HPE equipment network upgrade District Wide
  - Provided complete network forklift to install Cisco based network including routing, and switching for entire district.
  - On completed multiple projects for hardware and software implementations for server upgrades
  - Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

"Excellent and timely customer service, willingness to go the "extra mile" under difficult circumstances and outstanding knowledge base and experience."
"I highly recommend (Gigakom) as a strategic partner, who values integrity, honesty and excellence."
National School District

Calexico Unified School District
Eduardo Perez, Director of IT, +1 (760) 768-3888, eduardo@calexico.k12.ca.us
- Designed and installation of a central Data Center at the district office to support the school district, including facilities infrastructure; rack and cabinet work; cabling to Access Points and backbone fiber cabling; server hardware installation and configuration; operating system deployment, and virtualization services
- Implemented Microsoft Active Directory Environment District Wide with Radius authentication for remote devices, and Microsoft Exchange environment
- Entire Network upgrade including over 60 servers, 250 switches, core routing and firewall services. Included design, project management, installation, configuration and on-going maintenance support.
- Provided multi-vendor network upgrade to include Cisco and HPE equipment to support a ShoreTel voice deployment.
- Cabling infrastructure design, installation, modifications and support.
- Completed project to upgrade old Wireless infrastructure network from Autonomous access point configuration to cloud based, multi-location network with Active Directory authentication
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems. Other E-RATE eligible services
San Pasqual Valley Unified School District
Kish Curtis, Business Director, +1 (760) 572-222 x2092, kcurtis@spvusd.org
- District-wide Cisco Hosted VoIP HCS VOIP Deployment – 800+ seats, network architecture design to support new VoIP system
- Redesign and deploy new Wireless Infrastructure with cloud-based solution
- Cabling for all site including fiber backbone, cabling to Access Points and classrooms
- Initial WAN and LAN design and deployment with ongoing support.
- HPE switch deployment and support District wide overhaul – both Access and Core deployments
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

Holtville Unified School District
Mitchell Drye, IT Supervisor, +1 (760) 356-2974, mdrye@holtville.k12.ca.us
- Completed multiple rounds of network upgrades for switching and routing District Wide
- Designed, configured and installed complete Cisco Voice Over IP (VOIP) deployment for 5 locations. Provided ongoing maintenance and support.
- Cabling Architecture and Installation for WAN and LAN systems, including fiber optics backbone and cabling to classrooms

Arts in Action Charter
Stephanie Conde, Director, +1 (323) 266-4371, stephanie@artsinactioncharter.org
- Initial WAN and LAN design and deployment
- Cabling project to Access Points and classrooms
- Wireless deployment and support
- HPE switch deployment and support School wide
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

Merced County Office of Education
Dick Chai, Network Manager, +1(209) 381-6699
- Network maintenance services
- Network hardware design and deployment
- Support for multiple agencies

Tulare County Office of Education
Kevin Matteson, Network Services Manager, kevinm@tcoe.k12.ca.us
- Network maintenance services
- Network hardware design and deployment
- Support for multiple agencies

Mountain View School District
Andres Antilles, IT Support Services, +1 (626) 652-4027, aantiles@mtview.k12.ca.us
- District-wide hosted VOIP Cisco HCS Hosted VoIP deployment - over 1200+ seats
- Network maintenance services
- Network hardware design and deployment District Wide
- Active Directory implementation District wide including Microsoft Exchange
- Wireless installation and configuration to new cloud based solution
Mr. Andrej Komatina  
Chief Technology Officer  
Gigakom  
4364 Bonita Rd. #494  
Bonita, CA 91902

Dear Mr. Komatina:

I want to take this opportunity to personally thank you and your fine organization for assisting National School District in outfitting and supporting National School District in the development, construction and configuration of its Network Operations Center and in the monitoring and maintenance of its Information Technology infrastructure.

In particular, I'd like to express special thanks to you and Greg Argendeli who did a truly impressive job installing, configuring and testing the numerous routers, switches and servers for the NOC project. Your significant body of knowledge, positive attitude, incredible work ethic and excellent client support skills completely obviated any major risk elements for this type of integration. You have been truly a pleasure to work with. Any client would be fortunate to have the Gigakom team overseeing such integration projects.

Please thank your team for their fine job and know that we look forward to working with your organization on similar projects in the future.

Sincerely,

Larry Trols  
Technical Services Supervisor  
National School District  
e-mail: larry@national.k12.ca.us
12 Appendices

- Letters of Authorization
- Contractors License
- Summary of Insurance
- Small Business Certification
- FCC Green Light Status
<table>
<thead>
<tr>
<th>Product Category or Company</th>
<th>City, State or Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIGAKOM</td>
<td></td>
</tr>
</tbody>
</table>

**Advanced Search Criteria**

<table>
<thead>
<tr>
<th>Partner Source</th>
<th>Location</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIGAKOM</td>
<td>3615 KEARNY VILLA RD, STE 261, SAN DIEGO, CA 92123, USA.</td>
<td>Phone: 858-791-5404, Website: <a href="http://www.gigakom.com">www.gigakom.com</a></td>
</tr>
</tbody>
</table>

For more information, visit [GIGAKOM](http://www.gigakom.com).
9/30/2014

To Whom It May Concern:

Cisco Systems, Inc. ("Cisco") acknowledges and confirms that GigaKOM ("Reseller") is an authorized reseller of Cisco products and Cisco branded services under the WSCA -NASPO Data Communications Products and Service Master Agreement #AR233 (14-19) and California Participating Addendum ("Prime Contract"). Such Reseller was also approved by the State to be a subcontractor under Cisco’s Prime Contract.

Should you require any additional information, please feel free to contact me at 408-424-0712 or afernii@cisco.com.

Sincerely,

[Signature]

Gigi Fernil
Contract Manager, U.S. Public Sector Contracts Management Office
MULTIPLE AWARD SCHEDULE
Gigakom

<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
<th>3-13-70-2346H</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLEMENT NO.:</td>
<td>1</td>
</tr>
<tr>
<td>CMAS CONTRACT TERM:</td>
<td>9/15/2015 through 12/31/2020</td>
</tr>
<tr>
<td>CONTRACT CATEGORY:</td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS:</td>
<td>September 8, 2014</td>
</tr>
<tr>
<td>MAXIMUM ORDER LIMIT:</td>
<td>$500,000</td>
</tr>
<tr>
<td>FOR USE BY:</td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td>BASE GSA SCHEDULE NO.:</td>
<td>GS-35F-0887R</td>
</tr>
<tr>
<td>BASE SCHEDULE HOLDER:</td>
<td>Computerware, Inc.</td>
</tr>
</tbody>
</table>

This contract provides for the purchase and warranty of hardware and software. (See page 2 for the specific brand and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 03-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: [http://www.documents.das.ca.gov/roc/contracts/contractindexlisting.htm](http://www.documents.das.ca.gov/roc/contracts/contractindexlisting.htm). This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 12-31-2020. In addition, this supplement replaces in its entirety Gigakom’s existing California Multiple Award Schedule (CMAS) that expires on 12-31-2015. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

**IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD computing SOLUTIONS**

Cloud computing solutions are not allowed under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with a cloud application. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that only non-cloud products are purchased under this contract.

MICHAEL WONG, Program Analyst, California Multiple Award Schedules Unit

Effective Date: 09/15/2015
# State of California

## MULTIPLE AWARD SCHEDULE

### GIGAKOM

<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
<th>3-12-70-2346E</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLEMENT NO.</td>
<td>1</td>
</tr>
<tr>
<td>CMAS CONTRACT TERM:</td>
<td>9/23/2014 through 11/30/2019</td>
</tr>
<tr>
<td>CONTRACT CATEGORY:</td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS:</td>
<td>September 8, 2014</td>
</tr>
<tr>
<td>MAXIMUM ORDER LIMIT:</td>
<td>$500,000</td>
</tr>
<tr>
<td>FOR USE BY:</td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td>BASE GSA SCHEDULE NO.:</td>
<td>GS-35F-0688J</td>
</tr>
<tr>
<td>BASE SCHEDULE HOLDER:</td>
<td>Network Management Resources, Inc</td>
</tr>
</tbody>
</table>

This contract provides for the purchase and warranty of Information Technology (IT) Consulting Services. (See page 2 for the labor categories applicable to this contract.)

The purpose of this supplement is to renew this contract through 11/30/2019. In addition, this supplement replaces in its entirety Gigakom's existing California Multiple Award Schedule (CMAS) that expire on 11/30/2014. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: 9/23/2014

STEPHANNE LIM, Program Analyst, California Multiple Award Schedules Unit
State of California
MULTIPLE AWARD SCHEDULE
GigaKOM

<table>
<thead>
<tr>
<th>CMAS NUMBER:</th>
<th>3-17-70-2346J</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMAS TERM DATES:</td>
<td>12/14/2017 through 4/4/2021</td>
</tr>
<tr>
<td>CMAS CATEGORY:</td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS:</td>
<td>December 1, 2017</td>
</tr>
<tr>
<td>MAXIMUM ORDER LIMIT:</td>
<td>State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited</td>
</tr>
<tr>
<td>FOR USE BY:</td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td>BASE GSA SCHEDULE NO.:</td>
<td>GS-35F-0349S</td>
</tr>
<tr>
<td>BASE SCHEDULE HOLDER:</td>
<td>Avnet Government Solutions, LLC</td>
</tr>
</tbody>
</table>

This CMAS provides for the purchase and warranty of hardware and software. (See page 2 for the specific brands applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents agré.com/MyContractsContractDetails.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated November 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS Contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Effective Date: 12/14/2017
ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit
January 31, 2013

California Department of General Services
Procurement Division/CMAS Unit
707 Third Street, 2nd Floor
West Sacramento, CA 95605

RE: GigaKOM
9320 Hazard Way, Suite A1
San Diego, CA 92123

This letter is to confirm that "GigaKOM" is authorized to perform Aerohive Networks
product installations and coordinate services. "GigaKOM" is authorized to purchase
and resell all Aerohive Networks products.

Best regards,

[Signature]

Charles Bettinelli
Regional Sales Manager
949-680-8152
charlesb@aerohive.com

Aerohive Networks
330 Gibraltar Drive
Sunnyvale, CA 94089
(408) 810-8100
www.aerohive.com
Contractor's License Detail for License # 910431

Disclaimer: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. (Hide/show disclaimer)

- CSLB complaint disclosure is restricted by law (BILL 7121 A). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

- Per BILL 7071 A, only construction related civil judgments reported to the CSLB are disclosed.

- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

GIGAKOM
3615 KEARNY VILLA ROAD, 201
SAN DIEGO, CA 92123
Business Phone Number: (858) 769-5408

Entity: Corporation
Issue Date: 02/09/2008
Expires Date: 03/28/2018

License Status

This license is current and active.

All information below should be reviewed.
# Certificate of Liability Insurance

**GIGAKOM, INC.**

3615 Keanry Villa Rd STE 201

SAN DIEGO CA 92123

**Coversages**

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Description</th>
<th>Limits</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>$2,000,000</td>
<td>04/01/2017</td>
<td>04/01/2018</td>
</tr>
<tr>
<td></td>
<td>General Liability</td>
<td>$2,000,000</td>
<td>04/01/2017</td>
<td>04/01/2018</td>
</tr>
<tr>
<td></td>
<td>Auto Liability</td>
<td>$1,000,000</td>
<td>04/01/2017</td>
<td>04/01/2018</td>
</tr>
<tr>
<td></td>
<td>Umbrella Liability</td>
<td>$4,000,000</td>
<td>04/01/2017</td>
<td>04/01/2018</td>
</tr>
</tbody>
</table>

**Important:**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED endorsements, if any. If the certificate holder is a SUBROGEE, the policy(ies) must have a SUBROGEE endorsement, if any.

**Disclaimer:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative, or the certificate holder.

**Important:**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If the certificate holder is a SUBROGEE, the policy(ies) must have a SUBROGEE endorsement, if any. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

**Certification Number:**

3615 Keanry Villa Rd STE 201

SAN DIEGO CA 92123

**Insurer:**

ALLIANT INSURANCE SERVICES INC/PBO

165781 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015

SAN ANTONIO TX 78265

**Revisions:**

**Revised Date:**

3/13/2017

**Signature:**

[Signature]

**Address:**

GIGAKOM, INC.

3615 Keanry Villa Rd STE 201

SAN DIEGO CA 92123

**Phone:**

(866) 467-8730

**Fax:**

(888) 443-6112

**Email:**

[Insurance Address]

**Insured:**

GIGAKOM, INC.

3615 Keanry Villa Rd STE 201

SAN DIEGO CA 92123

**Policy Number:**

72 SRA TIV636

**Policy Effective Date:**

04/01/2017

**Policy Expiration Date:**

04/01/2018

**Coverage:**

A

1. Commercial General Liability

   - Limits: $2,000,000
   - Effective Dates: 04/01/2017 to 04/01/2018

2. General Liability

   - Limits: $2,000,000
   - Effective Dates: 04/01/2017 to 04/01/2018

**Description of Operations:**

These usual to the Insured's Operations.

**CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Signature:**

[Signature]

[ACORD] The ACORD name and logo are registered marks of ACORD

© 2008-2015 ACORD CORPORATION. All rights reserved.
Supplier Profile

State of California Certification

Certification ID: 40966

<table>
<thead>
<tr>
<th>Type</th>
<th>Status</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>SE</td>
<td>Approved</td>
<td>03/17/2016</td>
<td>03/16/2019</td>
</tr>
</tbody>
</table>

Address
3615 Kearny Villa Road
Suite 201
SAN DIEGO
CA 92123

Email
gigakomace@gigakom.com

Service

Active Certifications

Service Areas:
POOL HEATER
- Current system Raytherm P-2500
  - Failed October 2017
    - Failed Heat Exchange
    - Heater purchased and installed December of ’98
- Public Bid to Remove/Replace with Butte County Air Quality District Compliant Unit
  - Removal and disposal of old unit
  - Pad repairs/improvements as needed
  - Complete Installation of new, BCAQD Rule 250 compliant unit
    - Gas connection repairs/improvements as needed
    - Water repairs/improvements as needed
    - Electric repairs/improvements as needed
- Timeline:
  - Pre-bid site visit       Jan. 31, 2018
  - Bid opening             Feb. 14 2:00p
  - Begin job               within 10 calendar days after receiving notice to proceed
  - Completion              within 45 working days (M-F 7:00a-7:00p excluding holidays)
  - Target date             May 4, 2018

POOL USERS
- DRPD
  - Public Swim Sessions
  - Public Swim Lesson
  - Private Events
  - Contract Use
- DUSD
  - DIS Physical Education Classes
  - DHS Swim Team
  - DIS End of the year party
  - DES End of the year parties
- Durham Dolphins Swim Team
  - Swim Team Practices
  - Dual Swim Meets
  - Invitational Swim Meet

COST ESTIMATES:
- Holiday Pools
  - $29,500 for heating unit alone
- Auburn Recreation and Park District
  - $52,111
<table>
<thead>
<tr>
<th>Total Installed Cost</th>
<th>Condensing Heat Exchanger</th>
<th>Primary Heat Exchanger</th>
<th>Thermal Shock</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.111</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>800</td>
<td>2262.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2276</td>
<td>3180</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3390</td>
<td>3840</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4230</td>
<td>418.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>262.49</td>
<td>28.011</td>
<td></td>
</tr>
<tr>
<td></td>
<td>35.49</td>
<td>9.77%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.000.000</td>
<td>2.000.000</td>
<td></td>
</tr>
</tbody>
</table>

|                      | MISC                      | Tax                     | Install Materials |
|                      |                           |                        | Initial Labor     |
|                      |                           |                        | Heater Unit Price |
|                      |                           |                        | Efficiency        |
|                      |                           |                        | BTU               |
|                      |                           |                        |                  |

<table>
<thead>
<tr>
<th>Auburn Recreation and Park District Replacement Pool Heater Comps</th>
</tr>
</thead>
<tbody>
<tr>
<td>FBN2001 Model P2005A Raypak</td>
</tr>
<tr>
<td>Lichener Model P2005A Raypak</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
BID PROPOSAL

REMOVAL, REPLACEMENT AND INSTALLATION OF POOL HEATER
DWIGHT BRINSON SWIM CENTER

BIDDER: National Aquatic Services, Inc.

BID OPENING DATE: February 14, 2018

TIME: 2:00 pm

TO THE BOARD OF DIRECTORS
DURHAM RECREATION & PARK DISTRICT
9447 Midway
Durham, CA 95938

Directors:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment and services necessary for:

REMOVAL, REPLACEMENT AND INSTALLATION OF POOL HEATER
DWIGHT BRINSON SWIM CENTER

and after having carefully examined the location of the proposed work, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above mentioned work to completion under supervision of the Durham Recreation and Park District (District).

In submitting the proposal, I agree:

1. To hold my bid open for a period of ten (10) days following the date of opening of bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on basis of this Proposal, and to furnish Payment and Performance Bonds, if requested and directed by District.

3. Within ten (10) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within forty five (45) working days from and after executing the Agreement.

BIDDER'S INITIALS
UNIT PRICES
All bidders are required by the District to submit itemized unity prices for the Base Bid. This format including all itemized unit prices may be used as a basis for Contractor's payments.

The District hereby notifies the bidders that the quantities shown are only estimations used by the District to determine the lowest responsible bidder. The District advises bidders to make their own quantity calculations for bid purposes and adjust the quantities as required. For items not specifically mentioned in this unit price sheet, the bidder shall incorporate those costs into the closest resembling item(s).

All unit prices shall include all labor, material, taxes and incidentals necessary to complete the item.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of existing heater, and Installation of Butte County Air Quality compliant outdoor commercial pool heater</td>
<td>1</td>
<td>L.S.</td>
<td>$49,946.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $49,946.00

_Forty-nine Thousand Nine Hundred Forty-six Dollars_ (NUMERIC)

_Forty-nine Thousand Nine Hundred Forty-six Dollars_ (WRITTEN)

_S. A. (Signature)_

_(Company Name)_

_(DATE)_ 2/14/18

**BIDDER'S INITIALS**
BASE BID:

Per referenced Description for:
REMOVAL, REPLACEMENT AND INSTALLATION OF POOL HEATER
DWIGHT BRINSON SWIM CENTER

the undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all work in conformance with the drawings, Project Manual, including specifications and addenda, and other Contract Documents, for the following sum:

The lump sum of

\[ \text{forty-nine thousand nine hundred \$49,946.00} \] dollars.

\( \text{forty-six dollars} \)

BIDDER'S INITIALS
CONTRACTOR DATA SHEET
(Please type or print clearly in ink only)

*****TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID*****

QUALIFICATIONS OF BIDDER: The bidder shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of DRPD.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

11 years 3 months

Provide a minimum of three (3) references that may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, Scope of Services Performed and Contact Person

1. Manteca USD, 22741 West House, Manteca Ca. 95337
   General Pool Service, Installation of a commercial pool heater.
   Janice Boswell 209-858-0711

2. St Mary's High School, 56418 North El Dorado St, Stockton Ca. 95207
   General Pool Service, pump installation, heater installation.
   Art Zamini 209-565-7992

3. Palo Alto USD, TK Middle School, 450 East Meadow Dr, Palo Alto Ca. 94301
   Installation of Pool heater.
   Chuck McDonald 415-716-4236
Hi Delta® - Type P
Commercial Pool Heaters
Models 992C-2342C

- 100% Factory Fire Tested
- Thermal Efficiency: 85%
- Versa IC® Controller with LCD Display
- Maximum Setpoint: 105°F (104°F Default)
- Maximum Outlet Temperature: 160°F
- Minimum Non-Condensing Inlet Temperature: 105°F
- Thermal Shock Proof Heat Exchanger
- Limited Twenty-Year Thermal Shock Warranty
- Limited Five-Year Heat Exchanger Warranty
- Full Safety Diagnostics with Fault History
- PolyTuf Powder Coated Cabinet
- No Combustible Floor Shield Required
- Fan-Assisted
- Patented Burner Security Blanket
- Ultra-Low NOx – SCAQMD 1146.2 Certified (992C – 2002C)
- Cascade Up To 4 Heaters – No External Sequencer Needed

Heat Exchanger
- Brass Headers
- ASME Inspected and HLW Stamped
- 160 PSI G Working Pressure
- National Board Approved
- Copper-Nickel Finned Tubing
- ASME Steel Tube Sheet
- Silicone High-Temp O-Rings
- 125 PSI G ASME Pressure Relief Valve
- Temperature and Pressure Gauge
- Water Connections
  - Left – Standard
  - A-6 – Right
- Bronze Pump, 1/2 HP, 120V, 60Hz
- Non-ferrous Pool Bypass Assembly

Controls
- 120V, 60Hz, 10 Power Supply
- 120/240V 60Hz Transformer
- Versa IC® Integrated Control
- Cascade up to 4 Heaters
- 100% Shut-Off/Lockout
- Hot Surface Ignition
- Ignition Module
  - 3-Try – Standard
  - C-6 Single Try
- Remote Flame Sensor
- Fixed High Limit, Manual Reset 180°F
- On/Off Power Switch
- Flow Switch
- Broached Vent Pressure Switch
- Combustion Air Proving Switch
- Programmable Pump Time Delays
  - Heater
  - System
  - Enable/Disable
- LCD Display; Status, Fault and Diagnostics

Options
- Modbus RTU BMS Port (Up to 115K Baud Rate, See Cat. 5000.73)
- B-85 – BMS Gateway – BACnet MS/TP, BACnet IP, N2 Melasys or Modbus TCP
- B-86 – BMS Gateway – LonWorks
- Cold Water Protection Function
  - CVR Variable-Speed Pump
  - Default H-Bypass

Gas Train
- Combination Valves
- On/Off Firing
- Fuel
  - Natural Gas
  - Propane Gas (HD-5) (Excludes 2002C)
  - 4" WC Nat. Supply Pressure
- Design Certified ANSI Z21.58/CSA 4.7

Burner
- Ultra-low NOx:
  - Less than 20 PPM

Construction
- Indoor/Outdoor Construction
- Enclosed Front Controls
- PolyTuf Powder Coat Finish
- CSA Low Lead Certified <= .25% Lead

Venting
- Vent Location
  - Top – Standard
  - D – 14 Rear
- Vent Termination Cap
  - D – 11 Outdoor
  - D – 15 Indoor
  - Indoor, Vertical (by others)
- Combustion Air
  - D – 17 In-Line Filter Kit (TruScal only)
  - D – 16 Air Intake Elbow
- Extractor - Optional
  - D by Others
  - Not Required

Proudly Assembled in the USA.
Hi Delta – Type P
Models 1532C-2342C (H-Bypass Option)

<table>
<thead>
<tr>
<th>Model</th>
<th>MBTUH</th>
<th>Input</th>
<th>Output</th>
<th>Width</th>
<th>K</th>
<th>W</th>
<th>Amp. Draw</th>
<th>Pump</th>
<th>Pump Hr.</th>
<th>Shipping Weight (Lbs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P 1532C</td>
<td>1530</td>
<td>1501</td>
<td>79-7/8</td>
<td>12</td>
<td>24-3/8</td>
<td>&lt;12</td>
<td>11</td>
<td>9/4</td>
<td>1025</td>
<td></td>
</tr>
<tr>
<td>P 1902C</td>
<td>1900</td>
<td>1530</td>
<td>81-1/8</td>
<td>14</td>
<td>26-1/8</td>
<td>&lt;12</td>
<td>11</td>
<td>3/4</td>
<td>1350</td>
<td></td>
</tr>
<tr>
<td>P 2002C</td>
<td>1999</td>
<td>1588</td>
<td>102-1/2</td>
<td>14</td>
<td>31-15/16</td>
<td>&lt;12</td>
<td>14</td>
<td>1</td>
<td>1450</td>
<td></td>
</tr>
<tr>
<td>P 2072C</td>
<td>2070</td>
<td>1760</td>
<td>102-1/2</td>
<td>14</td>
<td>31-15/16</td>
<td>&lt;12</td>
<td>14</td>
<td>1</td>
<td>1450</td>
<td></td>
</tr>
<tr>
<td>P 2342C</td>
<td>2070</td>
<td>1988</td>
<td>113-7/8</td>
<td>16</td>
<td>35-1/16</td>
<td>&lt;12</td>
<td>21</td>
<td>1-1/2</td>
<td>1520</td>
<td></td>
</tr>
</tbody>
</table>

*Separate 120 VAC or 240 VAC 15A power required for Cold Water Run option
** Requires separate circuit breaker