Durham Unified School District
Regular Meeting of the Board of Trustees
Monday, March 13, 2017
6:00 p.m.
(RETURN TO OPEN SESSION AT 7:00 P.M.)
District Boardroom
9420 Putney Drive, Durham, CA 95938

AGENDA

A. CALL TO ORDER

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION
   1. Conference with Labor Negotiators Agency designated representatives: Board President
      Ed McLaughlin, Unrepresented Employee(s): Superintendent
      (Government Code 54957.6)
   2. Conference with Labor Negotiators Agency designated representatives: Superintendent
      Len Foreman
      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. 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)
I. DISTRICT REPORTS

1. Principals
2. Business Manager
3. Superintendent

J. ITEMS FROM THE BOARD

K. CONSENT AGENDA

1. Minutes of Regular Meeting February 15, 2017
2. Accounts Payable for the Month of February 2017
3. **Field Trip Request**

<table>
<thead>
<tr>
<th>Location</th>
<th>Date of Event</th>
<th>School Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sutter’s Fort, Old Sacramento, and Railroad Museum</td>
<td>5-17-2017</td>
<td>DES 4th Grade</td>
</tr>
<tr>
<td>Gold Nugget Museum, Paradise</td>
<td>5-5-2017</td>
<td>DES 4th Grade</td>
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</tbody>
</table>

L. DISCUSSION/ACTION ITEMS:

2. Consideration/Approval of DUSD Safety Plan.
3. Approve contract with Self-Insured Schools of California.
4. Approve donation from Durham Community Foundation of $1,761.26 for the Stadium/Coliseum Phase II Project
5. Discussion/Approval for Allowance of Attendance due to Emergency Conditions waiver.

M. RETURN TO CLOSED SESSION

N. CLOSED SESSION

O. RETURN TO OPEN SESSION

P. REPORT OF ACTION TAKEN IN CLOSED SESSION

Q. NEXT BOARD MEETING DATE: April 19, 2017

R. 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
Minutes

A regular meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room on Wednesday, February 15, 2017.

Trustees Present: Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Trustees Absent: None
Staff Members Present: Superintendent Len Foreman, Business Manager Ron Sherrod, District Secretary Tina Blenn, Principal Shirley Williams, Principal Jeff Kuhn, Principal Terry Bennett and School Psychologist/Director of Special Education Terry Quinto
Staff Members Absent: None

A. CALL TO ORDER
President Ed McLaughlin called the meeting to order at 6:00 pm in District Board Room.

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION

D. RETURN TO OPEN SESSION
President Ed McLaughlin reconvened the meeting to open session at 7:22 pm

E. PLEDGE OF ALLEGIANCE
Principal Shirley Williams led the Pledge of Allegiance.

F. REPORT OF ACTION TAKEN IN CLOSED SESSION
President Ed McLaughlin stated during the closed session, the Board adopted a resolution pursuant to Education Code section 44929.21 and authorized the District’s Superintendent to notify a teacher of release from a probationary position.

G. ORDER OF AGENDA
President Ed McLaughlin asked if there were changes to the agenda. Superintendent Foreman stated under letter K, item number 4 would be changed from Classified "Resignation" to Classified "Retirement".

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)

I. DISTRICT REPORTS

1. Principals  
   DES: Shirley Williams  
   Report Cards; Gala Update; DES Garden donations and grant; staff professional development, and enrollment increased to 462.  
   DIS: Jeff Kuhn  
   Flu outbreak notice and prevention steps; basketball season doing well; planning for a successful SBAC; Red and White dance a fun time; 8th grade projects near end and will be presented March 9-10; progress reports out Friday, February 16th and enrollment is 236 students.  
   DHS: Terry Bennett  
   Ag Dept., FFA held Boots and Bowties and earned $13,000 for their efforts. Skills USA Region 4 - 4 gold medals, 2 silver and 2 bronze  
   Winter Homecoming a success. Staff professional development continues. Prom will be May 13th. Athletic report: Girls BB won Mid-Valley League with an 18-2 record. The boys varsity team has a 11-13 record while the JV boosts a 14-9 tally. Wrestling had a tremendous season winning the SVL League for the 7th time in 8 years. Soccer has been a building year for the girls and the boys are up and down. A big thank you to all team moms for helping make fundraising a success.  
   MOT: Jeff Kuhn  
   Transportation issues continue. Gravel has been placed in front of DIS making a cleaner and safer entry. A special thank you to our custodians that work on their days off so we can continue with our basketball and wrestling programs.

2. Business Manager  
   In the process of setting up Escape financial system with BCOE. This will take a considerable amount of effort to be ready for January 1, 2018 implementation date. Preparing the Second Interim Budget.

3. Superintendent  
   Closing school was a hard decision but necessary. The Superintendent had conference calls with DWR, BCOE, and Butte County Sheriff daily; giving thanks to the great job done by Sheriff Honea and County Supt. Tim Taylor. The school calendar will not change. Superintendent Foreman gave a reminder of the next LCAP meeting on February 21 and of the annual staff, student and community survey which will go out in the next 2 weeks.

J. ITEMS FROM THE BOARD
   Kathy Horn: Requested an update on the Midway House project regarding fencing, transportation and safety. There were no other comments from the Board.
K. CONSENT AGENDA
On a motion by Todd Southam, seconded by Kathy Horn, the Board approved the Consent Agenda as amended by a vote of 5-0.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained: None
Absent: None

L. INFORMATION ITEMS:
No items were presented.

M. DISCUSSION/ACTION ITEMS:

1. Ratification of Collective Bargaining multi-year amendments between DUSD and DUTA for the 2015-16, 2016-17 and 2017-18 contract years
On a motion by Kathy Horn, seconded by Lance Smith, the Board approved the ratification of collective bargaining multi-year amendments between DUSD and DUTA for the 2015-2016, 2016-2017 and 2017-2018 contract years with a vote of 3 ayes and 2 nays.

Vote as follows:
Ayes: Alex DuBose, Kathy Horn, and Lance Smith
Nays: Ed McLaughlin and Todd Southam
Abstained: None
Absent: None

2. Ratification of Collective Bargaining multi-year amendments between DUSD and CSEA for the 2015-16, 2016-17 and 2017-18 contract years
On a motion by Kathy Horn, seconded by Lance Smith, the Board approved the ratification of collective bargaining multi-year amendments between DUSD and CSEA for the 2015-2016, 2016-2017 and 2017-2018 contract years with a vote of 5 ayes and 0 nays.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained: None
Absent: None

3. Ratification of Collective Bargaining multi-year amendments between DUSD and Classified Confidential for the 2015-16, 2016-17 and 2017-18 contract years
On a motion by Kathy Horn, seconded by Lance Smith, the Board approved the ratification of collective bargaining multi-year amendments between DUSD and Classified Confidential for the 2015-2016, 2016-2017 and 2017-2018 contract years with a vote of 5 ayes and 0 nays.
Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Lance Smith and Todd Southam
Nays: 0
Abstained:
Absent:

4. **Ratification of Collective Bargaining multi-year amendments between DUSD and Administration for the 2015-16, 2016-17 and 2017-18 contract Years**
On a motion by Kathy Horn, seconded by Lance Smith, the Board approved the ratification of collective bargaining multi-year amendments between DUSD and Administration for the 2015-2016, 2016-2017 and 2017-2018 contract years with a vote of 5 ayes and 0 nays.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained:
Absent:

5. **Discussion of Administration Re-Configuration Poll.**
Superintendent Foreman presented information regarding the Administration Survey conducted in January. No action was taken. Information only.

6. **Discussion and Approval to change the date of the March DUSD Board meeting.**
On a motion by Todd Southam, seconded by Kathy Horn, the Board approved the date change for the March DUSD Board meeting. The new meeting date will be Monday, March 13th, 2017 at 6:30 pm.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained:
Absent:

7. **Approve donation from Durham Community Foundation of $1079.90 for the Stadium/Coliseum Phase II Project.**
On a motion by Todd Southam, seconded by Lance Smith, the Board approved the receipt of funds for the Durham Community Foundation.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained:
Absent:

8. **Board Policy Updates: Second Reading and Adoption**
On a motion by Lance Smith, seconded by Todd Southam, the Board approved the Board Policy Updates: Second Reading and Adoption with a vote of 5 ayes and 0 nays.
Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained:
Absent:

9. Discussion/Approval of Contract between Durham Unified School District, Durham Recreation and Park District and Durham Little League Association that will help promote the sport of baseball in the Durham area. On a motion by Lance Smith, seconded by Alex DuBose, the Board approved the contract between DUSD, Durham Recreation and Park District and Durham Little League with a vote of 5 ayes and 0 nays.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained:
Absent:

10. Adoption of the College Readiness Block Grant. Discussion of this item held at the January 18, 2017 Durham Unified School District Board of Trustees’ meeting.
On a motion by Todd Southam, seconded by Kathy Horn, the Board adopted the College Readiness Block Grant by a vote of 5 ayes and 0 nays.

Vote as follows:
Ayes: 5 Alex DuBose, Kathy Horn, Ed McLaughlin, Todd Southam and Lance Smith
Nays: 0
Abstained:
Absent:

N. RETURN TO CLOSED SESSION
President Ed McLaughlin stated that it was not necessary to return to closed session after open session items so items M, N, O, and P could be eliminated from the Agenda.

O. CLOSED SESSION
See Agenda Item #M

P. RETURN TO OPEN SESSION
See Agenda Item #M

Q. REPORT OF ACTION TAKEN IN CLOSED SESSION
See Agenda Item #M

R. NEXT BOARD MEETING DATE: March 13, 2017

S. ADJOURNMENT
President Ed McLaughlin adjourned the meeting at 8:09 pm.
Notes: *Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227
<table>
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<th>Vendor</th>
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**Vendor:** ABC Company, DEF Corp, GHI Ltd, JKL Inc

**Category:** Fuel and Oil, Travel A, Travel B

**Amount:** $1,234.56, $789.01, $456.78, $321.45
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**Note:** The table above represents the detailed account register for Durham Unified School District.
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Durham Unified School District
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</table>

**Total:**

- Materials & Supplies: $0
- Supplies: $0
- General Expenses: $0

**Vendor Check Register**

**Durham Unified School District**
### Detailed Ap Check Register

#### Durham Unified School District

<table>
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<th>Date</th>
<th>Amount</th>
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**Total**

- **Check Total:** $5,221
- **Other Services:** $3,213
- **Materials & Supplies:** $2,008
- **Operations - Utilities:** $1,700
- **Operations - Plant Services:** $700
- **District Administration:** $500
- **General:** $400

**Totals:**

- **Check Total:** $5,221
- **Other Services:** $3,213
- **Materials & Supplies:** $2,008
- **Operations - Utilities:** $1,700
- **Operations - Plant Services:** $700
- **District Administration:** $500
- **General:** $400

**Notes:**

- Items marked with **VPA** received a VPA number.
- Items marked with **N/A** indicate no applicable information.
<table>
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<tr>
<th>Date</th>
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<th>Vendor Name</th>
<th>Item/Service</th>
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<th>Unit</th>
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<tbody>
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<tr>
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<td>EXPENSES</td>
<td>0000</td>
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<td>100.00</td>
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<td>0000</td>
<td>EXPENSES</td>
<td>0000</td>
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**Total**

Vendor Check Register

Durham Unified School District
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<tr>
<th>Code</th>
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<th>Amount</th>
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BEFORE THE BOARD OF TRUSTEES OF THE
DURHAM UNIFIED SCHOOL DISTRICT
BUTTE COUNTY, CALIFORNIA
RESOLUTION #17-08

In the Matter of the Decision to ) RESOLUTION OF INTENTION TO
Dismiss Certificated Employees, ) DISMISS CERTIFICATED
) EMPLOYEES

WHEREAS, the Board of Trustees of the Durham Unified School District has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District as itemized in Exhibit A at the close of the current school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2016-2017 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services;

THEREFORE, BE IT RESOLVED that the Superintendent or the Superintendent’s designee is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

This resolution was adopted by the Board of Trustees of the Durham Unified School District this ___ day of ____________, 2017.

AYES:
NOES:
ABSENT:

Ed McLaughlin, President of Governing Board
Durham Unified School District
Butte County, California

I, Todd Southam, Clerk of the Board of Trustees of the Durham Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees during its meeting held on ____________, 2017.

Todd Southam, Clerk of Governing Board
Durham Unified School District
Butte County, California
**EXHIBIT A**

**Recommended Reduction in Programs and Services for the Durham Unified School District**

The Superintendent recommends that the Board of Trustees adopt a resolution to reduce the programs and services for 2017-2018 as follows:

<table>
<thead>
<tr>
<th>Services</th>
<th>Number of Full-Time Equivalent Positions</th>
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<tbody>
<tr>
<td>1. Geography Teaching Services (1 section)</td>
<td>0.2 FTE</td>
</tr>
<tr>
<td>2. Cultural Geography Teaching Services (1 section)</td>
<td>0.2 FTE</td>
</tr>
<tr>
<td>3. Academic Academy Teaching Services (1 section)</td>
<td>0.2 FTE</td>
</tr>
<tr>
<td>4. Math Academy / Mathematics Teaching Services (1 section)</td>
<td>0.2 FTE</td>
</tr>
<tr>
<td>5. Music Teaching Services (1 section)</td>
<td>0.2 FTE</td>
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</table>

**Total Full Time Equivalent Reduction**  
1.0 FTE
JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE OPERATION OF  
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM  

SISC III  
SELF-INSURED SCHOOLS OF CALIFORNIA  
MEDICAL, DENTAL AND VISION SYSTEM  

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Title</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>I</td>
<td>Purpose and Definition</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Creation of Agency</td>
<td>3</td>
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<tr>
<td>3</td>
<td>Term</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Governing Board</td>
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<td>Bylaws</td>
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<td>6</td>
<td>Meetings of the Board</td>
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<td>7</td>
<td>Powers and Duties of Board</td>
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<tr>
<td>8</td>
<td>Officers</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Administrative Agent</td>
<td>5</td>
</tr>
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<td>10</td>
<td>Accounts and Records</td>
<td>6</td>
</tr>
<tr>
<td>11</td>
<td>Fiscal Year</td>
<td>6</td>
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<tr>
<td>12</td>
<td>Funds</td>
<td>6</td>
</tr>
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<td>13</td>
<td>Liability of Board Members, Member Entities and Administrative Agent</td>
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<tr>
<td>14</td>
<td>Termination and Withdrawal</td>
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<td>15</td>
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<td>Severability</td>
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<td>Insurance Policies</td>
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<td>21</td>
<td>Member District's Right to Establish Separate Benefit Package</td>
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</tr>
<tr>
<td>22</td>
<td>Effect on Bargaining Agreements</td>
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</table>
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM

SISC-III (SELF-INSURED SCHOOLS OF CALIFORNIA)

MEDICAL, DENTAL AND VISION SYSTEM

THIS AGREEMENT dated for convenience as of October 1, 1979, by and among various school districts recorded by name per addenda attached to and made a part of this Agreement.

WITNESS ETH:

WHEREAS, Sections 53200, et seq., of the California Government Code permit a school district to provide group medical, dental and vision coverage for district employees; and

WHEREAS, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code permits two or more public agencies to jointly exercise any power common to the contracting parties; and

WHEREAS, any two or more school districts may enter into an agreement pursuant to Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code to provide such coverage; and

WHEREAS, each of the parties hereto desires to join together with each of the other parties for the purpose of providing a medical, dental and vision plan for district employees including board members; and

WHEREAS, it appears economically practical for the parties hereto to do so; and

WHEREAS, it is the desire of the signatories hereto to study and possibly incorporate other forms of risk management into a self-funded program such as that described herein;

REV 03/15/95
REV 07/17/96
-2-
NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. PURPOSE AND DEFINITION. This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code between the public agencies, recorded per addenda to this Agreement. Each of such public agencies possesses the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by acquiring a single policy or policies of insurance (or service contracts) for medical, dental or vision benefits and providing for the establishment and maintenance of funds for the purpose of paying the costs of such a program. It is also the purpose of this Agreement to provide for the inclusion at a subsequent date of such additional school districts as may desire to become parties to the Agreement, and, to the extent permitted by law, to provide for the purchase at a subsequent date of such additional forms of insurance (or service contracts) as may appear practical to the parties.

Unless the context otherwise requires, the terms used herein shall have the following meanings:

Agency - shall mean the SISC III (Self-Insured Schools of California) Medical, Dental and Vision System created by this Agreement.

Board - shall mean the governing board of the Agency.

Service Company - shall mean the party engaged to assist the Board in management of the funds and insurance program, and may be, but need not be, the same party as the Claims Adjuster.

Claims Adjuster - shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Agency.

District - shall mean singularly one of the school districts or agencies which is a party to this Agreement, and pluraly two or more of the school districts or agencies which are party to this Agreement.

Operating Fund - shall mean the fund established by the Agency for the purpose of paying insurance premiums and administrative and other costs.

Insurance Policy - shall mean a policy or policies of insurance purchased by the Agency covering risks of the districts. The term may also include service contracts.

REV 03/15/95
REV 07/17/96
Law - shall mean Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 2. CREATION OF AGENCY. Pursuant to Section 6500 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as SISC-III (Self-Insured Schools of California) Medical, Dental and Vision Agency. The debts, liabilities and obligations of Agency do not constitute debts, liabilities or obligations of any party to this Agreement.

SECTION 3. TERM. This Agreement shall become effective as of October 1, 1979, and shall continue until terminated as hereinafter provided.

SECTION 4. GOVERNING BOARD. The Agency shall be under the direction and control and shall be governed by a governing board which shall hereafter be referred to as the "Board." No one serving on the Board shall receive any salary or compensation from the Agency. The Board shall consist of a minimum of thirteen (13) members elected as prescribed in the Bylaws.

SECTION 5. BYLAWS. The Board shall establish such Bylaws, rules and regulations, not inconsistent with applicable law or with the Agreement, as may be necessary for its operation, the conduct of business, and the operation of the Agency. Bylaws may be amended by the Board as necessary.

SECTION 6. MEETINGS OF THE BOARD.

1. Regular Meetings. The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall call at least one regular meeting in each month. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each district. The place of the regular meetings shall be such public building or other place as may be designated by the Board.

2. Ralph M. Brown Act. The Board shall adopt rules for conducting its meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).
3. **Minutes.** The Secretary/Treasurer of the Board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

4. **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business.

**SECTION 7. POWERS AND DUTIES OF BOARD.** The Board shall have the authority and the duty to exercise the powers of the Agency as set forth above. In addition, the Board is specifically empowered to:

(a) Designate an administrative agent or provide for the management and administration of the Agency including the power to employ and/or terminate a management firm for such purpose, or to employ staff for such purpose.

(b) Determine annual contribution rates and the method by which such contributions will be paid to the Fund created pursuant to this Agreement.

(c) Provide for additional assessment during the year, if necessary, to allow for increased cost due to changes in the law or excessive claims costs.

(d) Determine whether and by what method new or returning members shall be allowed in to the program consistent with the terms of this Agreement.

(e) Appoint and dissolve working committees from its active membership or by contracting for such services, consistent with the terms of this Agreement.

(f) Insure that a complete and accurate system of accounting of the Fund is maintained at all times.

(g) Determine the manner in which health benefits claims shall be processed.

(h) Maintain or cause to be maintained accurate case records for all claims paid. Loss reports shall be forwarded to member districts on at least an annual basis.

(i) Enter into contracts consistent with the terms of this Agreement.

(j) Receive, accept, expend and disburse funds for purposes consistent with the terms of this Agreement.

(k) Make appropriate periodic reports to the membership on the status of the Agency and its program.

(l) Develop, or cause to be developed, and adopt an annual budget for the Agency.

(m) Perform any and all other functions necessary to accomplish the purposes of this Agreement.

(n) The Agency shall have the power to invest or cause to be invested in compliance with Sections 6509.5 and 6505.5 of the California Government Code, such reserves as are not necessary for the immediate operation of the Claims Fund in such securities as allowed by Section 53601 of the California Government Code.
(o) Issue bonds, notes, or other forms of indebtedness.

The level of cash to be retained in the Operating and Claims Fund shall be determined by the Governing Board.

SECTION 8. OFFICERS. The Board shall have as its Chairman the Kern County Superintendent of Schools or his designee unless another Chairman is elected by a majority vote of the total membership of the Board. The Board shall elect a Vice President, Secretary/Treasurer to serve as officers of the Governing Board for terms of two (2) years, or until their successors are elected. The Board shall fill vacancies for unexpired terms by election. In the event that the President, Vice President or Secretary/Treasurer so elected ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board pursuant to Government Code Section 6505.5. The officer performing the functions of auditor shall be the Kern County Superintendent of Schools in his capacity as administrative agent.

The Board shall have the power to appoint such other officers and employees as it may deem necessary, and may contract with such consultants or other professional persons or firms as may be necessary to carry out the purpose of this Agreement.

SECTION 9. ADMINISTRATIVE AGENT. The Board may designate an administrative agent ("Agent") for the Agency. The Agent shall be the Kern County Superintendent of Schools Office, and that a designation shall continue until terminated. Termination of the administrative agent agreement requires at least six months notice by the Board or the Administrative Agent. The Agent shall serve under the direction of the Board of Directors. To the extent authorized by law and in the manner provided by the Bylaws of the Board, the Agent shall act on behalf of the Board and its officers and shall conduct the day-to-day business of the Agency including the employment of personnel and the auditor functions described in Government Code 6505.5. The Board may request the opportunity to consult with the Agent in the selection of the Director of Insurance Services.

SECTION 10. ACCOUNTS AND RECORDS. The Board shall direct the Agent to establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution of Agency. Books and records of Agency shall be open to inspection at all reasonable times by representatives of the member districts. The Agent, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the member districts.
The Board shall contract with a Certified Public Accountant to make an annual audit of the accounts and records of Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a Certified Public Accountant, a report thereof shall be filed as public record with each of the parties hereto, and also with the County auditor of the County of Kern. Such report shall be filed within six months of the end of the fiscal year under examination.

Any cost of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this section, shall be borne by Agency and shall be a charge against any unencumbered funds of Agency available for that purpose.

SECTION 11. FISCAL YEAR. For the purpose of this Agreement, the term "fiscal year" shall mean the period from the first day of October of each year to and including the 30th day of September the following year.

SECTION 12. FUNDS. Agency shall establish funds for the purpose of paying the cost of any self-insured portion of plan coverage. The self-insured funds shall be deposited with the Agent and invested and reinvested by the Agent. Warrants thereon shall be drawn by the Agent, but only upon resolution of the Board.

Agency shall also establish an operating fund to be deposited in the county treasury. The operating fund shall be for the purpose of paying insurance premiums, broker's fees, adjusting fees, consultant or legal fees, and such other items as are appropriate. Warrants thereon shall be drawn upon the direction of the Board. The Board may establish such funds as may be appropriate.

SECTION 13. LIABILITY OF BOARD MEMBERS, MEMBER ENTITIES AND ADMINISTRATIVE AGENT.

(a) The tort liability of the Agency, all members of the Board and the Executive Committee, and all officers and employees of the Agency, shall be controlled by the provisions of Division 3.6 of Title I of the California Government Code. Within the Agency itself, however, each member shall be liable only for its pro rata share based on all premiums paid, of all debts and liabilities of the agency and its prorata share of all debts and liabilities for health benefits claims against members arising out of facts occurring while a member of the Agency. To achieve this purpose, each member hereby
agrees to indemnify and hold harmless the other members for any loss, cost or expense that may be imposed upon such member in excess of such pro rata liability. The rules for interpreting indemnity agreements as set forth in Section 2778 of the California Civil Code are hereby incorporated herein.

(b) Any and all debts, liabilities and obligations incurred by or imposed upon the Agency shall be the debts, liabilities, and obligations solely of the Agency and no debt, liability or obligation shall thereby be imposed on any party hereto or the collective parties hereto.

(c) The Agency shall insure itself and the parties hereto from loss, liability, and claims arising out of or in any way connected with this Agreement.

(d) All members agree that the sole liability of the Administrative Agent shall be for acts that office performs as provided in Section 9 of this Agreement.

SECTION 14. TERMINATION AND WITHDRAWAL. This Agreement may be terminated entirely upon the consent of all the parties hereto. Any party having completed three years may withdraw as a party to the Agreement on October 1 of any year, provided, however, that such withdrawing party gives written notice of intention to withdraw to the Board of Trustees of Agency not any later than August 15, next preceding the withdrawal date.

Upon complete termination of this Agreement by all parties, all assets or liabilities of Agency shall be divided among the parties to this Agreement in a ratio equal to the credibility of the parties to the Agency based on the experience of each party. The Board will have the authority to determine the formula to implement the disposition of assets or liabilities.

Upon withdrawal of any party pursuant to this Agreement, that party shall be entitled to its pro rata share of the total existing fund or funds as it exists at the end of the fiscal year. However, the Agency shall deduct therefrom a sufficient amount to offset any loss to the Agency occasioned by the withdrawal of the party, including any amount by which administrative costs and claims incurred on behalf of the withdrawing party's covered employees exceed the total of premiums and assessment paid by the withdrawing party during its membership in the Agency. If the amount deducted exceeds the pro rata share of existing funds, the withdrawing party shall pay to the Agency the difference not later than 90 days after the effective date of withdrawal.

In the event that a party agrees with one or more (but not all) of its employee units covered by insurance
provided through this Agency to discontinue that coverage, the Board may assess against the party a sum which shall not exceed the amount by which all claims and administrative costs incurred on behalf of the employees in the separate unit exceed (as of the effective date of discontinuance) all premiums paid to the Agency on their behalf. The Board shall have sole discretion to determine whether to assess such an amount, the amount to be assessed and the date by which the assessment shall be paid.

SECTION 15. NOTICES. Notices hereunder shall be sufficient if delivered to the last known business address of each of the member districts as recorded per addenda to this Agreement, or if any subsequent notice of change of address provided by such member. Notices to the Agency shall be delivered to the address of the chairman of the Board, which address shall be provided to all parties as changes are made.

SECTION 16. SEVERABILITY. Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

SECTION 17. MISCELLANEOUS. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

SECTION 18. ADDITIONAL PARTIES. Any other school district within the State of California may become a party to this Agreement upon approval of Agency and execution of an addendum between such district and Agency, the terms of which addendum shall incorporate all the terms of this Agreement. Such additional parties shall forthwith pay to Agency its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to this Agreement and all subsequent amendments to this Agreement to the same extent as all of the original parties.

SECTION 19. AMENDMENTS. This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that if two-thirds (2/3) of the parties to this Agreement agree in writing to an amendment, the other parties must also agree to said amendment or they may be involuntarily terminated as parties to this Agreement as provided by the Bylaws.
SECTION 20. INSURANCE POLICIES. Agency shall purchase policies of insurance (or service contracts) with districts’ employees or dependents as named insured and covering the losses of such insured that are included in the Agency to provide such coverage.

The insurance policy or policies covering medical, dental and vision costs shall provide such coverage as is afforded by the policy. Each policy or contract may provide for deductible and co-insurance amounts.

SECTION 21. MEMBER DISTRICT’S RIGHT TO ESTABLISH SEPARATE BENEFIT PACKAGE. Nothing in this Agreement shall be construed to in any manner preclude a member district from establishing a separate benefit package placed with the Agency.

SECTION 22. EFFECT ON BARGAINING AGREEMENTS. Nothing in this Agreement shall be construed to alter or modify provisions in member district collective bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow.

Dated:

[Blank space]

SCHOOL DISTRICT

BY: [Blank space]

Accepted on behalf of SISC III

[Blank space]
ENDORSEMENT

This endorsement, effective 12.01 a.m., ___July 1______________, 2017, forms a part of the Joint Exercise of Powers Agreement between Self Insured Schools of California and ____________________________ School District.

It is hereby understood and agreed that SECTION 3. TERM is amended to read:

This agreement has an effective date of 12.01 a.m. on July 1, 1978 or other date applicable to any revision as to the districts and agencies that were member entities on that date, and an effective date of 12:01 a.m. on ___July 1____________________, 2017, for the member named below.

Dated:

______________________________ School District

By: ________________________________

Accepted on Behalf of SISC III
1 Census:
Rates were determined based on the census information provided for Butte Schools Self-Funded Programs.

2 Rates:
This is a 15 month quote effective 7/1/2017. The district will renew on 10/1/2018 and every October thereafter.

3 Participation:
SISC will approve an exception to districts/units with current bargaining agreement language that falls outside SISC eligibility and participation guidelines, if the applicable current contract language is submitted to SISC in advance. This exception would apply to current employees and new hires. SISC will allow districts/units to continue participation and eligibility according to their current contract language, but any new contract language pertaining to participation and eligibility must comply with SISC guidelines. The proposal is valid for the entire group being quoted. SISC reserves the right to re-evaluate the rates and/or the offer of coverage should participation fall below 80% of the entire group. Each district within Butte Schools Self-Funded Programs would individually join the SISC JPA.

4 Employee Definition:
Classified permanent or probationary employees who work a minimum of 20 hours per week; Certificated employees currently under contract and who work a minimum of 50% of a Certificated job (even though the hours worked may be less than 20 hours per week) are eligible to participate in one of the options offered by the district.

5 Dependent Definition:
Eligible dependents include a legally married spouse, domestic partner, or child to age 26 (guardianship to age 18). Proof of eligibility is required. SISC III reserves the right to request documentation or proof of his or her eligibility (that is a marriage certificate, tax return, birth certificate, court decree, adoption papers or any other documentation that SISC deems relevant and appropriate).

6 Employer Contribution:
We assume the districts will maintain their current contribution strategies.

7 Broker Commission:
Rates are net of commission.

8 Benefit Communication:
The group plan benefits must be communicated without modification to the members. The district may not partially pay, reimburse or otherwise reduce the member's responsibility to the group plan.

9 Benefit Designs:
Rates are based upon the attached proposed benefit plans.

10 Additional Plan Offerings:
SISC's proposal assumes no additional competitor medical plan offerings.

11 Termination:
The SISC agreement states the district must remain in SISC for three years. SISC will not enforce this provision. Should the district wish to terminate from SISC, it may do so October 1st of any year with a notice to SISC by the preceding August 15th.

12 Subject to SISC III Executive Committee Approval
REQUEST FOR ALLOWANCE OF ATTENDANCE BECAUSE OF EMERGENCY CONDITIONS
Form J-13A (Rev. 01-05)

School District (or Charter School) Name: Durham Unified School District
School District (or Charter School) Address: 9420 Putney Drive, Durham, CA 95938
County-District Code: 04 61432 000000
County Name: Butte

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in Education Code Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in Education Code Section 46392
- When attendance records have been lost or destroyed as described in Education Code Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of Education Code Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members’ affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

FILE COPY
AFFIDAVIT OF GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the Durham Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

Ed McLaughlin
Todd Southam
Lance Smith
Kathy Horn
Alex DuBose

Printed Names

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 13 day of ______ March ______, 2017.
Signature ______________________, Title Superintendent
of ______ Butte ________ County, California

Contact/Individual responsible for preparing this form:
Name: Len Foreman Title: Superintendent
Phone: [530]895-4675 Fax: [530]895-4692 E-mail: lforeman@durhamunified.org

AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools ________________________________
Date: ________, 2017

Subscribed and sworn (or affirmed) before me, this ______ day of _____________, 2017.
Signature, Title ______________________, Sr. Executive Assistant
of ______ Butte ________ County, California

Contact/Individual responsible for preparing this form:
Name: Mia Osborne-Ng Title: Sr. Executive Assistant
Phone: [530]532-5761 Fax: [530]532-5762 E-mail: mng@bcoe.org
SCHOOL CLOSURE

Nature of Emergency (describe): According to Education Code § 46392 the average daily attendance of the Durham Unified School District was decreased by the emergency warnings and mandatory evacuation protecting communities surrounding the Oroville Dam following damage to the Oroville Dam Spillway and uncertain stability of the Auxiliary Spillway in Oroville, Butte County, California.

The Butte County Sheriff, the California Department of Water Resources, CalFire, and the Incident Management Team proclaimed imminence of major flooding safety hazards and impassable roads coupled with continued uncertain structural stability of the dam, spillway, and auxiliary spillway.

This situation was discussed in detail with the California Department of Education and the California Superintendent of Public Instruction, Tom Torlakson with their full support to protect the students of Butte County with recommendations for school closures.

Attached:
* Press Release Regarding Emergency Notification from Butte County Sheriff Kory Honea
* Mandatory Evacuation Orders from Butte County Sheriff Kory Honea
* Email from Butte County Superintendent Tim Taylor [2/9/17] regarding emergency
* Email from Butte County Superintendent Tim Taylor [2/12/17] regarding mandatory evacuation
* Email from Butte County Superintendent Tim Taylor [2/12/17] regarding system shut-down
* Email of Support from Assemblyman James Gallagher
* Directions for J13A Filing regarding evacuation from Superintendent Tom Torlakson

Name of School: All Schools
(if request covers all schools, write "all schools")

School Code(s): 04 61432 6003115 / 04 61432 0433201 / 04 61432 6105761

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

Friday, February 10, 2017 through Thursday, February 16, 2017

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to Education Code Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:
For Immediate Release: February 9, 2017
Contact: Miranda Bowersox, (530) 890-6849

Butte County Sheriff's Officials, CALFIRE/Butte County Fire, CALOES, and Oroville City Officials have been participating in briefing meetings held by Department of Water Resources (DWR) pertaining to the Oroville spillway damage. Based on the information received from DWR, there is no imminent or expected threat to public safety or the integrity of Oroville Dam. The emergency spillway may be used as early as Friday evening. This would be the first time the emergency spillway has been used.

Water flowing over the emergency spillway is not desirable because it will result in debris and sediment flowing into the Feather River. These flows will make the river unusually muddy. Water flowing over the emergency spillway does not necessarily mean flooding will occur downstream. Flooding is based on total flow to the Feather River. The current forecasted total flow is not expected to exceed 75,000 cfs, which is less than the flow in 2006 and half of the flow in 1997.

DWR is attempting to avoid the need for flows over the emergency spillway by increasing flows down the primary spillway from 35,000 to 42,000 cfs. The flow through the power plant will increase to 13,000 cfs, for a total of 55,000 cfs being released from Lake Oroville.

Residents in Butte County communities along the Feather River should use this time to prepare in the event an Evacuation Warning is issued. Get ready, gather important items, and consider where you and your family may go if an Evacuation Warning is issued.

Sign up for Emergency Notifications at www.buttecounty.net/emergencymassnotification.

A Public Information Line has been set up at (530) 538-7026 and will be monitored 24/7.
Butte County Sheriff
February 12 at 4:21pm

This is an evacuation order.
Immediate evacuation from the low levels of Oroville and areas downstream is ordered.

A hazardous situation is developing with the Oroville Dam auxiliary spillway. Operation of the auxiliary spillway has lead to severe erosion that could lead to a failure of the structure. Failure of the auxiliary spillway structure will result in an uncontrolled release of floodwaters from Lake Oroville.

In response to this developing situation, DWR is increasing water releases to 100,000 cubic feet per second.
Immediate evacuation from the low levels of Oroville and areas downstream is ordered.
This is NOT A Drill. This is NOT A Drill. This is NOT A Drill.
Districts and Staff:

Safety of our students, staff and community is the number one concern for Butte County Office of Education. Due to the current and forecasted weather conditions, coupled with the uncertainty of the spillway structure and release of more water from Lake Oroville, as Superintendent of Schools, I am calling an emergency situation and advising closure of public schools on Friday, February 10, 2017 in the Oroville Union High School District which includes Bangor Union Elementary School District, Feather Falls Union Elementary School District, Golden Feather Union Elementary School District, Oroville Union Elementary School District, Palermo Union Elementary School District, Pioneer Union Elementary School District and Thermalito Union Elementary School District in Butte County. All of Butte County Office of Education offices and schools in Oroville will also be closed.

With advice from the State Superintendent of Public Instruction, Tom Torlakson, we will be filing a waiver for reimbursement of student attendance due to extreme weather conditions for the schools calling for closure during this emergency in Butte County.

This announcement is being made and this action is being taken in an effort to provide security in knowing steps are being taken to keep our students, staff and community out of harm’s way.

As recommended by all public safety agencies, try to keep travel to a minimum and use extreme caution when navigating transportation routes. With this emergency comes some notoriety and visitors who may not be familiar with unsafe road conditions.

Superintendent Taylor has been in contact with Sheriff Honea, and at this point an evacuation is not mandatory, however, the Sheriff’s Office is monitoring that possibility closely and our office will notify you with any changes. You can follow the Sheriff’s communications on his twitter at: @ButteSheriff. Thanking everyone in advance for their continued support to protect the safety of Butte County.

It is the understanding that the following Butte County School Districts are not included in this closure advisory:
Biggs Unified School District
Chico Unified School District
Durham Unified School District
Gridley Unified School District
Manzanita Elementary School District
Paradise Unified School District

If conditions change and additional schools find it necessary to close, please notify the Butte County Superintendent so the same information can be provided to the State Superintendent of Public Instruction.

If you have questions that are not being addressed by the Department of Water Resources, Butte County Sheriff’s Office, or the Office of Emergency Management, please contact Michelle Zevely at [530]228-1436.

CONFIDENTIALITY NOTICE: This communication and any documents, files or previous e-mail messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use or disclosure of such information is strictly prohibited. If you are not the intended recipient, or have received this communication in error, please notify the sender immediately by reply email or by telephone and delete all copies of this communication, including attachments, without reading, forwarding or saving them electronically.
Mia Osborne-Ng

From: Mia Osborne-Ng
Sent: Sunday, February 12, 2017 6:09 PM
To: Mia Osborne-Ng
Subject: Emergency Evacuation Orders / School Closures / Office closures


You can follow the Sheriff’s communications on his twitter at: @ButteSheriff as well as Action News Now.

It is the understanding that the following Butte County School Districts are not included in this closure advisory:
Chico Unified School District
Paradise Unified School District

If you have questions that are not being addressed by the Department of Water Resources, Butte County Sheriff’s Office, or the Office of Emergency Management, please contact Michelle Zevely at [530]228-1436.
From: Mia Osborne-Ng
Sent: Sunday, February 12, 2017 7:12 PM
To: Tim Taylor
Subject: here you go

!!! ALL SERVERS AND SERVICES HOSTED BY BUTTE COUNTY OFFICE OF EDUCATION WILL BE SHUT DOWN AS OF 7:15 PM, SUNDAY, FEBRUARY 12, 2017 UNTIL THE EVACUATION ORDER IS LIFTED. WE CANNOT COMPROMISE THE INTEGRITY OF THE SYSTEM IN A WORSE CASE SCENARIO. !!

The Butte County Sheriff has issued mandatory evacuations for Oroville area.

Superintendent of Schools, Tim Taylor has called closure of all schools on Monday, February 13, 2017.


You can follow the Sheriff’s communications on his twitter at: @ButteSheriff as well as Action News Now.

It is the understanding that the following Butte County School Districts are not included in this closure advisory:

Chico Unified School District

Paradise Unified School District

If you have questions that are not being addressed by the Department of Water Resources, Butte County Sheriff’s Office, or the Office of Emergency Management, please contact Tim Taylor at (530)712-5511.
From: Juleah Cordi <Juleah.Cordi@asm.ca.gov>
Sent: Wednesday, February 15, 2017 8:59 AM
To: Tim Taylor
Subject: ADA Assistance for Schools

Tim,

I am sure you have seen this press release from the California Department of Education regarding ADA funding relief for schools closed due to the situation with Lake Oroville. [http://www.cde.ca.gov/nc/no/yr17/yr17rel13.asp](http://www.cde.ca.gov/nc/no/yr17/yr17rel13.asp)

Assemblyman Gallagher asked that I offer our assistance to any of your schools as they move through the process of applying for these waivers. I hope that you and your family are safe. Please let me know if our office can help in any way.

Juleah

Juleah M. Cordi
Senior District Representative
Office of Assemblyman James Gallagher
2060 Talbert Dr., Suite 110
Chico, CA 95928
Phone: 530-895-4217
Fax: 530-895-4219

"Two roads diverged in a wood, and I, I took the one less traveled by, and that has made all the difference." - Robert Frost

"Courage, dear heart." - C.S. Lewis
State Schools Chief Tom Torlakson Announces Funding Relief for Schools Closed Because of Lake Oroville Flood Danger

SACRAMENTO—State Superintendent of Public Instruction Tom Torlakson today directed the California Department of Education (CDE) to work with public schools closed because of evacuations and flood dangers from overflows at Lake Oroville.

Schools can qualify for relief from the loss of Average Daily Attendance (ADA) funding, the main revenue source for local school districts, Torlakson said.

Counties and cities near Lake Oroville and the surrounding area issued evacuation orders for nearly 190,000 residents in Butte, Sutter and Yuba counties.

"Any schools forced to close as a result of the evacuations may be able to recoup these important ADA funds," Torlakson said. "I've directed my staff to help affected school administrators through the process of applying for waivers due to school closures. Schools in California should not suffer financially for putting the safety of our students first based on these unprecedented flood dangers."

Lake Oroville has the tallest dam in the nation and provides flood control for the region. The dam has two spillways to release water and prevent overflow, but both have severe problems, including erosion that caused a hole almost the size of a football field and at least 40 feet deep in the lower part of the main spillway channel.

Rainstorms have pushed Lake Oroville to near-capacity. Based on potential flood risks, government officials started ordering evacuations during the weekend. Torlakson has been in regular telephone contact with Superintendent Tim Taylor at the Butte County Office of Education, were most evacuations are in effect and 13 of 15 school districts were closed. Butte County has about 31,000 total public school students.

Updates about evacuations and other information is available from the Butte County Office of Education and the California Office of Emergency Services.
Approval of school closures may be requested by submitting three copies of Form J-13A (DOC). For more guidance on ADA relief, see the CDE’s Management Advisory 90-01 on ADA Credit During Periods of Emergency.

Additionally, the CDE Early Education and Support Division is providing information to agencies that are dealing with emergencies that have closed centers, preschools, and providers. In these instances, the EESD provides the following information:

Contractors are to refer to the Management Bulletin (MB) 10-09 Web page for specific guidance and funding direction.

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Tom Torlakson — State Superintendent of Public Instruction
Communications Division, Room 5206, 916-319-0818, Fax 916-319-0100

Last Reviewed: Monday, February 13, 2017